

i2 ADDITIONAL LICENSING TERMS

Last updated: July 14 2023

The following i2 Additional Licensing Terms (the “**Additional Licensing Terms**”) further govern the relationship between N. Harris Computer Corporation, a corporation existing under the laws of Ontario (“**Licensor**”) and the person or entity identified on the Order Form as the licensee of the Software in connection with an i2 License Agreement (the “**License Agreement**”) as the Licensee. These terms are binding on the Licensee upon agreeing to the License Agreement with the same **Effective Date**.

1. INTERPRETATION

1.1 Definitions

All references to Software in these Additional Licensing Terms are specific to the version designation as set out in these Additional Licensing Terms and a specific version of Software may have different attributes depending on the version number, which may be updated and changed from time to time.

Capitalized terms not otherwise defined in these Additional Licensing Terms shall have the following meanings:

“**Permitted Software**” means the actual Software that Licensee can only use in connection with another aspect of the Software subject to the terms as further specified in Section 2.

“**Supporting Software**” means Software that is provided in support of, or forms a part of, another Software (“**Principal Software**”) and is identified as a Supporting Software for such Principal Software in the applicable subsection in Section 2 below.

“**Third Party Content**” means third party software, web services, data services, databases, and other third party content.

“**to support Licensee’s use**” means only those uses necessary to Licensee’s use of the Principal Software or another Supporting Software, and includes no other purposes.

1.2 Schedules

These Additional License Terms include the terms and conditions set out in the following Schedules attached hereto:

Schedule A – Third-Party Code

2. ADDITIONAL LICENSE TERMS

The following standard terms apply to Licensee’s use of certain Software.

2.1 Supporting Software

(a) Section 0 applies to Licensee’s use of the following Principal Software in respect of the corresponding Supporting Software (*note, if Supporting Software does not mention specific software, then that software is not provided e.g. Analysis Hub does not include IBM Cognos Analytics, IBM InfoSphere Information Server, IBM Db2*).

Principal Software (Software Name)	Supporting Software (Software Name)
• i2 iBase	• i2 iBase User

	<ul style="list-style-type: none"> • i2 iBase Designer • i2 iBase GIS Interfaces
• i2 iBase Plate Analysis	• i2 iBase
• i2 Analyst's Notebook Premium	<ul style="list-style-type: none"> • i2 Analyst's Notebook Premium • i2 Analyze (internal component)
• i2 Analyze (Component)	<ul style="list-style-type: none"> • IBM Db2 Standard Edition <i>Note: as part of i2 Enterprise Insight Analysis & i2 Analyst's Notebook Premium only</i>
• i2 Enterprise Insight Analysis	<ul style="list-style-type: none"> • i2 Analyst's Notebook Premium • i2 Analyze (internal component) • i2 iBase (including User, Designer, GIS Interfaces, Database Replication only) • i2 Analyst's Notebook Connector to Esri • IBM Cognos Analytics • IBM InfoSphere Information Server (for DataStage & QualityStage Designer only)
• i2 Enterprise Insight Analysis Investigate Add On	<ul style="list-style-type: none"> • i2 Analyze (internal component) <i>Note: i2 Enterprise Insight Analysis base product is required</i>
• i2 Enterprise Insight Analysis Recommendation Engine Add On	<ul style="list-style-type: none"> • i2 Analyst's Notebook Premium • IBM InfoSphere Identity Insight <i>Note: i2 Enterprise Insight Analysis base product is required</i>
• i2 Analyst's Notebook SDK	• i2 Analyst's Notebook
• i2 Online	• i2 Analyst's Notebook Premium
• Analysis Studio	<ul style="list-style-type: none"> • i2 Analyst's Notebook Premium • i2 Analyze (internal component)
• Analysis Hub	<ul style="list-style-type: none"> • i2 Analyst's Notebook Premium • i2 Analyze (internal component) • i2 iBase (including User, Designer, GIS Interfaces, Database Replication only) • i2 Analyst's Notebook Connector to Esri
• i2 Investigate Add On	<ul style="list-style-type: none"> • i2 Analyze (internal component) <i>Note: Analysis Hub base product is required</i>
• i2 Recommendation Engine Add On	<ul style="list-style-type: none"> • i2 Analyst's Notebook Premium • IBM InfoSphere Identity Insight <i>Note: Analysis Hub base product is required</i>

(b) Licensee may only install or use the Supporting Software identified in Section 2.1(a) to support Licensee's use of the corresponding Principal Software identified beside such Supporting Software, unless Licensee has obtained a broader right to use such Supporting Software independent of Licensee acquiring a license to the Principal Software. Supporting Software may be provided with and subject to additional terms, which will apply to Licensee's use of such Supporting Software. In the event of any conflict between or among the provisions of these Additional Licensing Terms, the License Agreement, and/or such Supporting Software's additional terms, these Additional Licensing Terms will take precedence over the License Agreement, which will take precedence over such Supporting Software's additional licensing terms. Licensee may not install, access, or use the Supporting Software unless Licensee has obtained sufficient authorization to install, access and use the Principal Software, and subsequently, the Supporting Software, unless otherwise expressly provided for in these Additional Licensing Terms. For

example, if the Principal Software were licensed on a VPC (Virtual Processor Core) basis and Licensee were to install the Principal Software or a Supporting Software on a 10 VPC machine and another Supporting Software on a second 10 VPC machine, Licensee would be required to obtain 20 VPC licenses to the Principal Software.

2.2 Permitted Components

(a) Section 2.2(b) applies to Licensee's use of the following Supporting Software's Function(s) in respect of the corresponding Principal Software:

Principal Software (Software Name)	Supporting Software's Function(s) (Function)
<ul style="list-style-type: none"> • i2 Analyst's Notebook Premium 	<ul style="list-style-type: none"> • Chart Store (of i2 Analyze) • External Searches (of i2 Analyze) • i2 Connect gateway (of i2 Analyze)
<ul style="list-style-type: none"> • i2 Analyze (component) 	<ul style="list-style-type: none"> • Chart Store (of i2 Analyze) • External Searches (of i2 Analyze) • i2 Connect gateway (of i2 Analyze) • i2 Notebook (of i2 Analyze)
<ul style="list-style-type: none"> • i2 Enterprise Insight Analysis 	<ul style="list-style-type: none"> • DataStage (of IBM InfoSphere Information Server) • DataStage and QualityStage Designer (of IBM InfoSphere Information Server) • Chart Store (of i2 Analyze) • External Searches (of i2 Analyze) • i2 Connect gateway (of i2 Analyze) • i2 Notebook (of i2 Analyze) • Information Store (of i2 Analyze) • i2 iBase User (of i2 iBase) • i2 iBase Designer (of i2 iBase) • i2 iBase Geographic Information System Interfaces (of i2 iBase) • i2 iBase Database Replication (of i2 iBase)
<ul style="list-style-type: none"> • i2 Analyst's Notebook SDK 	<ul style="list-style-type: none"> • i2 Analyst's Notebook (<i>for use with i2 Analyst's Notebook SDK for development and testing purposes only</i>)
<ul style="list-style-type: none"> • i2 Online 	<ul style="list-style-type: none"> • i2 Analyst's Notebook Premium (client-side only)
<ul style="list-style-type: none"> • Analysis Studio 	<ul style="list-style-type: none"> • Chart Store (of i2 Analyze) • External Searches (of i2 Analyze) • i2 Connect gateway (of i2 Analyze) • i2 Notebook (of i2 Analyze)
<ul style="list-style-type: none"> • Analysis Hub 	<ul style="list-style-type: none"> • Chart Store (of i2 Analyze) • External Searches (of i2 Analyze) • i2 Connect gateway (of i2 Analyze) • i2 Notebook (of i2 Analyze) • Information Store (of i2 Analyze) • i2 iBase User (of i2 iBase) • i2 iBase Designer (of i2 iBase) • i2 iBase Geographic Information System Interfaces (of i2 iBase) • i2 iBase Database Replication (of i2 iBase)

(b) Licensee may only use the Supporting Software's components or functions identified in Section 2.2(a) above to support Licensee's use of the corresponding Principal Software identified beside such components or functions, unless Licensee has obtained a broader right to use such Supporting Software's components or functions via a separate license through a different order form or license agreement with Licensor or a permitted third party permitting such use.

2.3 Permitted Software

(a) Section 2.3(b) applies to Licensee's use of the following Software in respect of the following Permitted Software:

Software (Software Name)	Permitted Software (Software Name)
<ul style="list-style-type: none"> • i2 Analyze (Internal Component) 	<ul style="list-style-type: none"> • i2 Enterprise Insight Analysis • i2 Enterprise Insight Analysis Investigate Add On • i2 Enterprise Insight Analysis Recommendation Engine Add On • i2 Analyst's Notebook Premium • i2 Online • Analysis Hub • Analysis Studio • i2 Investigate Add On
<ul style="list-style-type: none"> • i2 Enterprise Insight Analysis Investigate Add On • i2 Enterprise Insight Analysis Recommendation Engine Add On 	<ul style="list-style-type: none"> • i2 Enterprise Insight Analysis <i>(Note: required as the Software is Add On)</i>
<ul style="list-style-type: none"> • i2 Investigate Add On • i2 Recommendation Engine Add On 	<ul style="list-style-type: none"> • Analysis Hub <i>(Note: required as the Software is Add On)</i>
<ul style="list-style-type: none"> • i2 Analyst's Notebook SDK 	<ul style="list-style-type: none"> • i2 Analyst's Notebook <i>(Note: for use with i2 Analyst's Notebook SDK for development and testing purposes only)</i>

(b) Licensee may only install or use the Software identified in Section 2.3(a) to support Licensee's use of the corresponding Permitted Software also identified in Section 2.3(a). Licensee may not use such Software with any software or services other than the corresponding Permitted Software.

2.4 Prohibited Components

(a) Section 2.4(b) applies to Licensee's use of the following Software in relation to the corresponding Prohibited Component:

Software (Software Name)	Prohibited Component (Software Name)
<ul style="list-style-type: none"> • i2 iBase <ul style="list-style-type: none"> ○ i2 iBase User ○ i2 iBase Designer ○ i2 iBase Geographic Information System Interfaces ○ i2 iBase Database Replication • i2 iBase Plate Analysis 	<ul style="list-style-type: none"> • i2 iBase Database Replication (of i2 iBase)
<ul style="list-style-type: none"> • i2 Analyst's Notebook Premium 	<ul style="list-style-type: none"> • Information Store (of i2 Analyze) • i2 Enterprise Insight Analysis Investigate

	Add On (of i2 Analyze)
<ul style="list-style-type: none"> • i2 Enterprise Insight Analysis 	<ul style="list-style-type: none"> • i2 iBase Plate Analysis (of i2 iBase)
<ul style="list-style-type: none"> • i2 Enterprise Insight Analysis Investigate Add On • i2 Enterprise Insight Analysis Recommendation Engine Add On 	<ul style="list-style-type: none"> • Chart Store (of i2 Analyze) • External Searches (of i2 Analyze) • Information Store (of i2 Analyze) • i2 Notebook (of i2 Analyze)
<ul style="list-style-type: none"> • Analysis Studio 	<ul style="list-style-type: none"> • Information Store (of i2 Analyze) • i2 Investigate Add On (of i2 Analyze)
<ul style="list-style-type: none"> • Analysis Hub 	<ul style="list-style-type: none"> • i2 iBase Plate Analysis (of i2 iBase)
<ul style="list-style-type: none"> • i2 Investigate Add On • i2 Recommendation Engine Add On 	<ul style="list-style-type: none"> • Chart Store (of i2 Analyze) • External Searches (of i2 Analyze) • Information Store (of i2 Analyze) • i2 Notebook (of i2 Analyze)

(b) Licensee is not authorized to use any of the components or functions of the Prohibited Component, by virtue of being authorized to use such Software, unless Licensee has obtained a broader right to use such Software's components or functions via a separate license through a different order form or license agreement with Licensor or a permitted third party permitting such use of the Prohibited Component(s)

2.5 IBM Db2 Standard Edition

(a) Section 2.5 applies to Licensee's use of IBM Db2 Standard Edition in connection with the following Software bundles only:

Software Name:

- i2 Analyst's Notebook Premium
- i2 Enterprise Insight Analysis

If IBM Db2 software is to be used with Analysis Studio and/or Analysis Hub, independent purchase is required. IBM Db2 Standard Edition, nor other flavors of Db2 are included as part of the two aforementioned bundles.

Licensee may install IBM Db2 Standard Edition on an unlimited number of machines and such installations may be used by as many persons reasonably necessary to further Licensee's use of the Software, provided that Licensee complies with any use limitations that apply to IBM Db2 Standard Edition which may be pursuant to an agreement between the Licensee and IBM.

2.6 IBM InfoSphere DataStage and QualityStage Designer

(a) Section 0(b) applies to Licensee's use of InfoSphere DataStage; and QualityStage Designer:

Software Name:

- i2 Enterprise Insight Analysis

(b) For the purposes of this Section 2.6(b), InfoSphere DataStage has a PVU of 280. InfoSphere DataStage and QualityStage Designer both have a maximum Concurrent User limit of 2.

Processor Value Unit (PVU) is a unit of measure by which the Supporting Program can be licensed. The number of PVU entitlements required is based on the processor technology (defined within the PVU Table by Processor Vendor, Brand, Type and Model Number at (http://www.ibm.com/software/lotus/passportadvantage/pvu_licensing_for_customers.html) and

the number of processors made available to the Supporting Program. IBM continues to define a processor, for the purpose of PVU-based licensing, to be each processor core on a chip. A dual-core processor chip, for example, has two processor cores.

The Licensee can deploy the InfoSphere and Quality Stage Designer using either Full Capacity licensing or Virtualization Capacity (Sub-Capacity) licensing according to the Passport Advantage Sub-Capacity Licensing Terms (see webpage below). If using Full Capacity licensing, the Licensee must obtain PVU entitlements sufficient to cover all activated processor cores* in the physical hardware environment made available to or managed by InfoSphere or Quality Stage, as applicable except for those servers from which the Supporting Program has been permanently removed. If using Virtualization Capacity licensing, the Licensee must obtain entitlements sufficient to cover all activated processor cores made available to or managed by InfoSphere or Quality Stage, as applicable, as defined according to the Virtualization Capacity License Counting Rules at http://www.ibm.com/software/lotus/passportadvantage/Counting_Software_licenses_using_specific_virtualization_technologies.html.

* An Activated processor core is a processor core that is available for use in a physical or virtual server, regardless of whether the capacity of the processor core can be or is limited through virtualization technologies, operating system commands, BIOS settings, or similar restrictions.

2.7 Components Not Used for Establishing Required Entitlements

(a) Section 2.7(b) applies to Licensee's use of the following Software:

Software Name:

- i2 Analyst's Notebook

(b) Licensee may use the Software for production purposes, provided that Licensee does not use the Software to develop applications that use or integrate with the Software. Except as expressly permitted in an Order Form or the License Agreement, Licensee has no right to use the Software or parts thereof for development purposes and Licensee acknowledges that only a license related to a software development kit would permit the Licensee to have such rights. And that such a license restricts its use to the i2 Analyst's Notebook SDK, such a license cannot be used outside of the i2 Analyst's Notebook SDK.

2.8 Third Party Data and Services

(a) Section 2.8(b) applies to Licensee's use of the following Software:

Software Name:

- i2 Enterprise Insight Analysis
- i2 Enterprise Insight Analysis Investigate Add On
- i2 Enterprise Insight Analysis Recommendation Engine Add On
- Analysis Hub
- i2 Investigate Add On
- i2 Recommendation Engine Add On
- i2 Online
- i2 Analyst's Notebook Connector for Esri

(b) The Software provides Licensee with access to certain Third Party Content. Such access is provided "AS-IS", "AS AVAILABLE" AND "WITH ALL FAULTS", , AND LICENSOR EXPRESSLY DISCLAIMS ANY AND ALL OTHER REPRESENTATIONS, WARRANTIES AND CONDITIONS CONCERNING THE THIRD PARTY CONTENT AND ITS RESPECTIVE USE, WHETHER EXPRESS OR IMPLIED OR STATUTORY OR OTHERWISE ARISING IN LAW (INCLUDING DURING THE COURSE OF DEALING, USAGE OR TRADE) AND WHETHER

ORAL OR WRITTEN, INCLUDING, BUT NOT LIMITED TO, ANY AND ALL REPRESENTATIONS, WARRANTIES OR CONDITIONS OF: (A) DESIGN, (B) MERCHANTABILITY, (C) FITNESS FOR ANY PARTICULAR PURPOSE, (D) NON-INFRINGEMENT, (E) PERFORMANCE, INCLUDING THAT THE THIRD PARTY CONTENT IS ACCURATE, ERROR FREE, VIRUS FREE OR SECURE, OR THAT THE THIRD PARTY CONTENT WILL OPERATE UNINTERRUPTED, (F) ACHIEVING ANY INTENDED RESULT, (G) BEING COMPATIBLE OR WORKING WITH ANY SOFTWARE, SYSTEM OR OTHER SERVICES, AND (H) COMPLIANCE WITH STANDARDS OR LAWS. LICENSEE CONFIRMS THAT IT HAS THE SOLE RESPONSIBILITY FOR ALL USE OF THE THIRD PARTY CONTENT, FOR ANY PRODUCTS OR SERVICES THAT USE THE THIRD PARTY CONTENT, AND FOR ALL DECISIONS TAKEN FROM SUCH USE. LICENSEE ASSUMES ALL RISK FOR ALL DAMAGES THAT MAY RESULT FROM LICENSEE'S USE OF THE THIRD PARTY CONTENT OR FROM USE OF THE THIRD PARTY CONTENT BY USERS OF LICENSEE. The applicable parties associated with such Third Party Content may terminate Licensee's access to such content at their sole discretion at any time. Such applicable parties may require Licensee to agree, and Licensee hereby agrees to comply with, such additional terms and conditions with respect to the access or use of such Third Party Content.

2.9 Developer Limitations

(a) Section 2.7(b) applies to Licensee's use of the following Software:

Software Name (Software Number):

- o i2 Analyst's Notebook SDK (including a development and test use only i2 Analyst's Notebook)

(b) i2 Analyst's Notebook SDK is a Project specific annual Subscription License. 'Project' means a unique plug-in/plug-out. Each unique plug-in/plug-out requires its own i2 Analyst's Notebook SDK subscription, and each plug-in/plug-out requires a unique activation key, supplied by i2. i2 Analyst's Notebook SDK provides a standalone development and test use only i2 Analyst's Notebook; i2 Analyst's Notebook requires a unique activation key subject to EMS.

To secure the i2 Analyst's Notebook SDK the client will need to provide a business case for each individual Project (each unique plug-in/plug-out); that business case must secure approval from Licensor in order to proceed. Upon approval, the Licensee will purchase the applicable i2 Analyst's Notebook SDK Project Subscription License. The associated activation keys, which will entitle the client to use the i2 Analyst's Notebook SDK and the included i2 Analyst's Notebook for the purposes described in the business case, will be provided promptly following payment of the appropriate License Fee.

The annual Subscription License is valid for 12 months as of entitlement start date listed in the Quote. At the end of the 12 months, a new i2 Analyst's Notebook Subscription License must be purchased at the then prevailing rates and a new activation key is required.

Licensor reserves the right to blacklist activation keys if the i2 Analyst's Notebook SDK Subscription License is not renewed at the end of the annual subscription term. A blacklisted activation key will render the plugin incompatible with future 64-bit i2 Analyst's Notebook releases and may deactivate the i2 Analyst Notebook SDK entirely for the specific Project.

(c) Licensee may use the Software for internal development and unit testing on a developer machine. A developer machine is a physical or virtual desktop environment, running a primary operating system and the Software, both of which are accessible and used by no more than those specified developers working on a Project (see 'Project' description above). Licensee is not authorized to use the Software (including any corresponding copy of the i2 Analyst's Notebook that is used with the Software while either on or access by the developer machine) for processing

production workloads, simulating production workloads or testing scalability of any code, application, or system. Licensee is not authorized to use any part of the Software for any other purposes without acquiring the appropriate production entitlements.

This Software is designed to aid in the development of software applications and systems. Licensee is solely responsible for the applications and systems that it develops by using this Software and assumes all risk and responsibility, therefore.

Confidential Information

The following components are confidential to Licensor or its suppliers. To the extent Licensee and Licensor have an existing confidentiality agreement (including the relevant provisions under the License Agreement), the information regarding these components shall be treated as "Confidential Information" under such agreement.

i2 Analyst's Notebook Software Development Kit Release Notes
i2 Analyst's Notebook API Release Notes
i2 Analyst's Notebook SDK Developers Guide: Concepts
i2 Analyst's Notebook SDK Developers Guide: Tutorials
i2 Analyst's Notebook SDK Upgrade Guide
i2 Analyst's Notebook SDK Online Help

Redistributables

If the Software includes components that are Redistributable, they will be identified in the REDIST file that accompanies the Software. In addition to the license rights granted in the License Agreement, these Additional Licensing Terms, or in any documentation associated with the REDIST file that accompanies the Software, Licensee may distribute the Redistributables subject to the following terms:

- 1) Redistribution must be in object code form only and must conform to all directions, instruction, and specifications in the Software's accompanying REDIST or documentation;
- 2) If the Software's accompanying documentation expressly allows Licensee to modify the Redistributables, such modification must conform to all directions, instruction and specifications in that documentation and these modifications, if any, must be treated as Redistributables;
- 3) Redistributables may be distributed only as part of Licensee's application that was developed using the Software ("Licensee's Application") and only to support Licensee's customers in connection with their use of Licensee's Application. Licensee's Application must constitute significant value add such that the Redistributables are not a substantial motivation for the acquisition by end users of Licensee's software product;
- 4) If the Redistributables include a Java Runtime Environment, Licensee must also include other non-Java Redistributables with Licensee's Application, unless the Licensee's Application is designed to run only on general computer devices (for example, laptops, desktops, and servers) and not on handheld or other pervasive devices (i.e., devices that contain a microprocessor but do not have computing as their primary purpose);
- 5) Licensee may not remove any copyright or notice files contained in the Redistributables;
- 6) Licensee must hold Licensor, its suppliers, or distributors harmless from and against any claim arising out of the use or distribution of Licensee's Application;
- 7) Licensee may not use the same path name as the original Redistributable files/modules;

8) Licensee may not use Licensor's, its suppliers or distributors names or trademarks in connection with the marketing of Licensee's Application without Licensor's or that supplier's or distributor's prior written consent;

9) Licensor, its suppliers, and distributors provide the Redistributables and related documentation without obligation of support and "AS IS", WITH NO WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING THE WARRANTY OF TITLE, NON-INFRINGEMENT OR NON-INTERFERENCE AND THE IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE;

10) Licensee is responsible for all technical assistance for Licensee's Application and any modifications to the Redistributables; and

11) Licensee's license agreement with the end user of Licensee's Application must notify the end user that the Redistributables or their modifications may not be i) used for any purpose other than to enable Licensee's Application, ii) copied (except for backup purposes), iii) further distributed or transferred without Licensee's Application or iv) reverse assembled, reverse compiled, or otherwise translated except as specifically permitted by law and without the possibility of a contractual waiver. Furthermore, Licensee's license agreement must be at least as protective of Licensor as the terms of this Agreement.

Source Components and Sample Materials

The Software may include some components in source code form ("Source Components") and other materials identified as Sample Materials in the REDIST file that accompanies the Software. Licensee may copy and modify Source Components and Sample Materials for internal use only provided such use is within the limits of the license rights under the License Agreement and as otherwise modified by these Additional Licensing Terms, provided however that Licensee may not alter or delete any copyright information or notices contained in the Source Components or Sample Materials. Licensor provides the Source Components and Sample Materials without obligation of support and "AS IS", WITH NO WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING THE WARRANTY OF TITLE, NON-INFRINGEMENT OR NON-INTERFERENCE AND THE IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. For Source Components and Sample Materials listed in a Software's REDIST file, Licensee may redistribute modified versions of those Source Components or Sample Materials consistent with the terms of the License Agreement and as otherwise modified by these Additional Licensing terms and any instructions in the REDIST file.

2.10 Components Not Used for Establishing Required Entitlements

- (a) Section 2.10 details the licenses, warranties, and other attributes of Services Assets.
- (b) Services Assets are any Software and the related Services that are described as such in a Quote.
- (c) The license for Services Assets is perpetual and is conditional on the Licensee having a current License to other i2 Software and to the specific components to which the Service Assets' particular functionality corresponds. Unless the Quote specifically states otherwise, only a maximum number of twenty Users are permitted to use and have access to the Services Assets.
- (d) Upgrades, Updates, and i2 SW Subscription and Support Program do not apply to Service Assets. The Licensee is provided with the following services in relation to Services Assets:
 - (i) The Software component of Services Assets are provided "as is".

- (ii) The Services component to Services Assets are provided “as is”.
 - (iii) For a period of one year after the Services Assets are purchased by the Licensee as detailed in the Quote, the Licensor shall provide upgrades to the Services Assets that are necessary for security enhancements and for ensuring continued functional capabilities as detailed in the documentation.
 - (iv) Documentation will be provided for the use of the Services Assets and a description of the functionality delivered by the Services Assets.
- (e) The Services Assets are otherwise subject to the same terms and conditions as Software under the License Agreement sections: 2.1 – 2.4; 5.1, 5.2; 8.2, 8.3; 9.3, 9.6; and 10.
 - (f) The Licensee may seek support for Services Assets by procuring a separate and subsequent Quote for professional services. Any professional services provided will be subject to the terms of an applicable services agreement.
 - (g) Services Assets may subsequently become Software pursuant to the License Agreement.
 - (h) All fees for the Services Assets are pre-set or provided for in the Quote. The fees shall be paid pursuant to the terms set out in the License Agreement unless the Quote provides for alternative payment terms.

SCHEDULE A
THIRD-PARTY CODE

In using certain Software, Licensee may (or may not) be provided and may (or may not) use, certain third-party code. This Schedule provides additional terms and conditions that may apply to Licensee as a result of being provided or using such Software.

These Exhibits set out below apply to Licensee’s use of the corresponding Software:

Exhibit	Software (Software Name)
• A	<ul style="list-style-type: none"> • i2 Analyst's Notebook • i2 Analyst's Notebook Premium • i2 Enterprise Insight Analysis Recommendation Engine Add On • i2 Enterprise Insight Analysis • i2 iBase User • i2 iBase Database Replication • i2 iBase Geographic Information System Interfaces • i2 iBase Plate Analysis • i2 iBase Designer • Analysis Studio • Analysis Hub • i2 Recommendation Engine Add On
• B	<ul style="list-style-type: none"> • i2 iBase User • i2 iBase Database Replication • i2 iBase Geographic Information System Interfaces • i2 iBase Plate Analysis • i2 iBase Designer
• C	<ul style="list-style-type: none"> • i2 Analyst's Notebook
• D	<ul style="list-style-type: none"> • i2 Enterprise Insight Analysis • i2 Analyst's Notebook Premium
• E	<ul style="list-style-type: none"> • i2 Analyze

	<ul style="list-style-type: none"> • i2 Enterprise Insight Analysis Investigate Add On
• F	<ul style="list-style-type: none"> • i2 Enterprise Insight Analysis Recommendation Engine Add On
• G	<ul style="list-style-type: none"> • Analysis Hub • Analysis Studio
• H	<ul style="list-style-type: none"> • i2 Analyze • i2 Investigate Add On
• I	<ul style="list-style-type: none"> • i2 Online • i2 Analyst's Notebook Premium • i2 Analyze
• J	<ul style="list-style-type: none"> • i2 Recommendation Engine Add On
• K	<ul style="list-style-type: none"> • i2 TextChart • i2 TextChart Premium • i2 TextChart Studio

EXHIBIT A
CDIBSectionLite and XPEXplorerBar 3.3

In using the Software, Licensee may (or may not) be provided and may (or may not) use, certain third-party code found in packages entitled CDIBSectionLite and XPEXplorerBar 3.3. Licensee acknowledges that such third-party code is licensed under The Code Project Open License (CPOL) 1.02, the terms and conditions of which are set out below, and agrees to comply with such terms and conditions.

The Code Project Open License (CPOL) 1.02

Preamble

This License governs Your use of the Work. This License is intended to allow developers to use the Source Code and Executable Files provided as part of the Work in any application in any form. The main points subject to the terms of the License are:

- *Source Code and Executable Files can be used in commercial applications;
- *Source Code and Executable Files can be redistributed; and
- *Source Code can be modified to create derivative works.
- *No claim of suitability, guarantee, or any warranty whatsoever is provided. The software is provided "as-is".
- *The Article accompanying the Work may not be distributed or republished without the Author's consent

This License is entered between You, the individual or other entity reading or otherwise making use of the Work licensed pursuant to this License and the individual or other entity which offers the Work under the terms of this License ("Author").

License

THE WORK (AS DEFINED BELOW) IS PROVIDED UNDER THE TERMS OF THIS CODE PROJECT OPEN LICENSE ("LICENSE"). THE WORK IS PROTECTED BY COPYRIGHT AND/OR OTHER APPLICABLE LAW. ANY USE OF THE WORK OTHER THAN AS AUTHORIZED UNDER THIS LICENSE OR COPYRIGHT LAW IS PROHIBITED.

BY EXERCISING ANY RIGHTS TO THE WORK PROVIDED HEREIN, YOU ACCEPT AND AGREE TO BE BOUND BY THE TERMS OF THIS LICENSE. THE AUTHOR GRANTS YOU THE RIGHTS CONTAINED HEREIN IN CONSIDERATION OF YOUR ACCEPTANCE OF SUCH TERMS AND CONDITIONS. IF YOU DO NOT AGREE TO ACCEPT AND BE BOUND BY THE TERMS OF THIS

LICENSE, YOU CANNOT MAKE ANY USE OF THE WORK.

1. Definitions.

- a. "Articles" means, collectively, all articles written by Author which describes how the Source Code and Executable Files for the Work may be used by a user.
- b. "Author" means the individual or entity that offers the Work under the terms of this License.
- c. "Derivative Work" means a work based upon the Work or upon the Work and other pre-existing works.
- d. "Executable Files" refer to the executables, binary files, configuration, and any required data files included in the Work.
- e. "Publisher" means the provider of the website, magazine, CD-ROM, DVD or other medium from or by which the Work is obtained by You.
- f. "Source Code" refers to the collection of source code and configuration files used to create the Executable Files.
- g. "Standard Version" refers to such a Work if it has not been modified, or has been modified in accordance with the consent of the Author, such consent being in the full discretion of the Author.
- h. "Work" refers to the collection of files distributed by the Publisher, including the Source Code, Executable Files, binaries, data files, documentation, whitepapers, and the Articles.
- i. "You" is you, an individual or entity wishing to use the Work and exercise your rights under this License.

2. Fair Use/Fair Use Rights. Nothing in this License is intended to reduce, limit, or restrict any rights arising from fair use, fair dealing, first sale or other limitations on the exclusive rights of the copyright owner under copyright law or other applicable laws.

3. License Grant. Subject to the terms and conditions of this License, the Author hereby grants You a worldwide, royalty-free, non-exclusive, perpetual (for the duration of the applicable copyright) license to exercise the rights in the Work as stated below:

- a. You may use the standard version of the Source Code or Executable Files in Your own applications.
- b. You may apply bug fixes, portability fixes and other modifications obtained from the Public Domain or from the Author. A Work modified in such a way shall still be considered the standard version and will be subject to this License.
- c. You may otherwise modify Your copy of this Work (excluding the Articles) in any way to create a Derivative Work, provided that You insert a prominent notice in each changed file stating how, when and where You changed that file.
- d. You may distribute the standard version of the Executable Files and Source Code or Derivative Work in aggregate with other (possibly commercial) programs as part of a larger (possibly commercial) software distribution.
- e. The Articles discussing the Work published in any form by the author may not be distributed or republished without the Author's consent. The author retains copyright to any such Articles. You may use the Executable Files and Source Code pursuant to this License, but you may not repost or republish or otherwise distribute or make available the Articles, without the prior written consent of the Author.

Any subroutines or modules supplied by You and linked into the Source Code or Executable Files of this Work shall not be considered part of this Work and will not be subject to the terms of this License.

4. Patent License. Subject to the terms and conditions of this License, each Author hereby grants to You a perpetual, worldwide, non-exclusive, no-charge, royalty-free, irrevocable (except as stated in this section) patent license to make, have made, use, import, and otherwise transfer the Work.

5. Restrictions. The license granted in Section 3 above is expressly made subject to and limited by the following restrictions:

- a. You agree not to remove any of the original copyright, patent, trademark, and attribution notices and associated disclaimers that may appear in the Source Code or Executable Files.
- b. You agree not to advertise or in any way imply that this Work is a product of Your own.
- c. The name of the Author may not be used to endorse or promote products derived from the Work without the prior written consent of the Author.
- d. You agree not to sell, lease, or rent any part of the Work. This does not restrict you from including the Work or any part of the Work inside a larger software distribution that itself is being sold. The Work by itself, though, cannot be sold, leased, or rented.
- e. You may distribute the Executable Files and Source Code only under the terms of this License, and You must include a copy of, or the Uniform Resource Identifier for, this License with every copy of the Executable Files or Source Code You distribute and ensure that anyone receiving such Executable Files and Source Code agrees that the terms of this License apply to such Executable Files and/or Source Code. You may not offer or impose any terms on the Work that alter or restrict the terms of this License or the recipients' exercise of the rights granted hereunder. You may not sublicense the Work. You must keep intact all notices that refer to this License and to the disclaimer of warranties. You may not distribute the Executable Files or Source Code with any technological measures that control access or use of the Work in a manner inconsistent with the terms of this License.
- f. You agree not to use the Work for illegal, immoral, or improper purposes, or on pages containing illegal, immoral, or improper material. The Work is subject to applicable export laws. You agree to comply with all such laws and regulations that may apply to the Work after Your receipt of the Work.

6. Representations, Warranties and Disclaimer. THIS WORK IS PROVIDED "AS IS", "WHERE IS" AND "AS AVAILABLE", WITHOUT ANY EXPRESS OR IMPLIED WARRANTIES OR CONDITIONS OR GUARANTEES. YOU, THE USER, ASSUME ALL RISK IN ITS USE, INCLUDING COPYRIGHT INFRINGEMENT, PATENT INFRINGEMENT, SUITABILITY, ETC. AUTHOR EXPRESSLY DISCLAIMS ALL EXPRESS, IMPLIED OR STATUTORY WARRANTIES OR CONDITIONS, INCLUDING WITHOUT LIMITATION, WARRANTIES OR CONDITIONS OF MERCHANTABILITY, MERCHANTABLE QUALITY OR FITNESS FOR A PARTICULAR PURPOSE, OR ANY WARRANTY OF TITLE OR NON-INFRINGEMENT, OR THAT THE WORK (OR ANY PORTION THEREOF) IS CORRECT, USEFUL, BUG-FREE OR FREE OF VIRUSES. YOU MUST PASS THIS DISCLAIMER ON WHENEVER YOU DISTRIBUTE THE WORK OR DERIVATIVE WORKS.

7. Indemnity. You agree to defend, indemnify, and hold harmless the Author and the Publisher from and against any claims, suits, losses, damages, liabilities, costs, and expenses (including reasonable legal or attorneys' fees) resulting from or relating to any use of the Work by You.

8. Limitation on Liability. EXCEPT TO THE EXTENT REQUIRED BY APPLICABLE LAW, IN NO EVENT WILL THE AUTHOR OR THE PUBLISHER BE LIABLE TO YOU ON ANY LEGAL THEORY FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES ARISING OUT OF THIS LICENSE OR THE USE OF THE WORK OR OTHERWISE, EVEN IF THE AUTHOR OR THE PUBLISHER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

9. Termination.

- a. This License and the rights granted hereunder will terminate automatically upon any breach by You of any term of this License. Individuals or entities who have received Derivative Works from You under this License, however, will not have their licenses terminated provided such individuals or entities remain in full compliance with those licenses. Sections 1, 2, 6, 7, 8, 9, 10 and 11 will survive any termination of this License.
- b. If You bring a copyright, trademark, patent, or any other infringement claim against any contributor over infringements You claim are made by the Work, your License from such contributor to the Work ends automatically.
- c. Subject to the above terms and conditions, this License is perpetual (for the duration of the applicable copyright in the Work). Notwithstanding the above, the Author reserves the right to release the Work under different license terms or to stop distributing the Work at any time; provided, however that any such election will not serve to withdraw this License (or any other license that has

been, or is required to be, granted under the terms of this License), and this License will continue in full force and effect unless terminated as stated above.

10. Publisher. The parties hereby confirm that the Publisher shall not, under any circumstances, be responsible for and shall not have any liability in respect of the subject matter of this License. The Publisher makes no warranty whatsoever in connection with the Work and shall not be liable to You or any party on any legal theory for any damages whatsoever, including without limitation any general, special, incidental, or consequential damages arising in connection to this license. The Publisher reserves the right to cease making the Work available to You at any time without notice

11. Miscellaneous

- a. This License shall be governed by the laws of the location of the head office of the Author or if the Author is an individual, the laws of location of the principal place of residence of the Author.
- b. If any provision of this License is invalid or unenforceable under applicable law, it shall not affect the validity or enforceability of the remainder of the terms of this License, and without further action by the parties to this License, such provision shall be reformed to the minimum extent necessary to make such provision valid and enforceable.
- c. No term or provision of this License shall be deemed waived, and no breach consented to unless such waiver or consent shall be in writing and signed by the party to be charged with such waiver or consent.
- d. This License constitutes the entire agreement between the parties with respect to the Work licensed herein. There are no understandings, agreements, or representations with respect to the Work not specified herein. The Author shall not be bound by any additional provisions that may appear in any communication from You. This License may not be modified without the mutual written agreement of the Author and You.

EXHIBITS B, C, D, E, F, G, H, I, J, K THIRD-PARTY CODE LICENSES

Notwithstanding any other agreement between Licensee and Licensor, or any of Licensor's Affiliates, the third-party code identified below is governed by the License Agreement, and not the third-party terms and conditions that are reproduced below for informational purposes.

The third-party code subject to Exhibits B, C, D, E, F, G, H, I, J & K are available in the Notices as contained in the individual software product packages.

Exhibit L SENTINEL LICENSE TERMS AND CONDITIONS

This exhibit is intended to govern Licensee's use of Third Party Software subject to the EMS provisions under the License Agreement. The EMS is Third Party Software (hereinafter for this Exhibit L "**Sentinel Software**") provided by Thales DIS CPL UK Ltd ("**Thales**") to Licensor and sublicensed to Licensee.

1. License

- 1.1. Licensor grants Licensee a non-exclusive, non-transferable sublicensed right to use the Sentinel Software solely for Licensee's internal business purposes and solely as bundled with the Software and not for independent use. The Sentinel Software is otherwise subject to the Software terms under the License Agreement.

2. Restrictions and Prohibited Activities

- 2.1. All other rights in the Sentinel Software are reserved to Licensor, Thales, and its licensors.
- 2.2. Licensee shall not remove any copyright notices, trademarks or other proprietary, restrictive or confidential legends. Any proprietary mark on an original version of the Sentinel Software shall be duplicated on any authorized copies.

- 2.3. Licensee shall only contact Licensor in respect of any support questions regarding the Sentinel Software.
 - 2.4. To the extent that the EMS is subject to an Internet License, if the agreement between Thales and Licensor is terminated for any reason, the rights to the Internet License shall also automatically terminate. All other EMS licenses shall continue for the duration of the term and will expire at the end thereof. Upon termination, Licensor may provide Thales with Licensee's contact information.
3. Feedback
 - 3.1. Licensee grants to Thales a royalty-free, worldwide, transferable, sub-licensable, irrevocable, perpetual license to use or incorporate into the Sentinel Software and/or Sentinel Services any suggestions, enhancement requests, recommendations or other feedback provided by Licensee, Licensee's Representatives, or its end users relating to the operation of the Sentinel Service. Licensee hereby disclaims any ownership interest in any improvement. Thales may adopt any new features or functionality suggested by Licensee, Licensee's Representatives, or its end users, without any liability to these parties.
4. Unreasonable Behaviour Policy
 - 4.1. Thales has a zero tolerance approach to (1) behavior or language that may cause a Thales employee, contractor, third party provider, or supplier to feel afraid, intimidated, threatened or abused, e.g. the use of language that could be described as foul, offensive, inappropriate and/or racist, threats or physical violence, derogatory remarks, rudeness, harassment, inflammatory statements and unsubstantiated allegations; and (2) unreasonably persistent individual(s) who, because of the frequency or nature of their contact, place a strain on time and resources, e.g. pursuing complaints in inappropriate ways, pursuing issues which appear to have no substance or are outside of Thales remit, or which have already been investigated and the outcome determined ("**Unreasonable Behavior**"). If Licensee, Licensee's Representative, or its end user demonstrates Unreasonable Behavior when requesting or receiving customer service or technical support, Thales personnel will follow the policy contained in this section to manage such behavior. If Unreasonable Behavior is displayed at any time, Thales will contact the Licensee either by phone, in writing or by email to explain why this behavior is causing concern, and ask them to change this behavior ("**Unreasonable Behavior Warning**"). If the disruptive behavior continues after the initial Unreasonable Behavior Warning, Thales may, in its sole discretion, suspend or terminate customer services or technical support and/or terminate access to the Sentinel Software and/or Sentinel Services. Any suspension and/or termination pursuant to this Section will not result in a refund of any fees paid by Licensee.
5. Trademarks
 - 5.1. Sentinel® is a registered trademark of Thales.