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Additional License Authorizations

For Visual COBOL & Enterprise software products

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This Additional License Authorizations document (“ALA”) set forth the applicable License Options and additional specific Product license terms that govern the authorized use of the Products specified below, and are part of the applicable agreement (i.e., End User License Agreement; and/or any separate agreement that grants End User Customer a license to such Products (e.g., Customer Portfolio Terms or other Master Agreement); and/or Quotation) (the “Applicable Agreement”). Capitalized terms used but not defined herein shall have the meanings set forth in the Applicable Agreement.

Products and Suites covered

Products	E-LTU or E-Media available *	Non-production software class **	Term License Non-production software class (if available)
Business Rule Manager	Yes	Class 2	Class 2
COBOL Analyzer	Yes	Class 2	Class 2
COBOL Server	Yes	Class 2	Class 2
COBOL Server for Stored Procedures	Yes	Class 2	Class 2
COBOL 2010 Runtime	Yes	Class 2	Class 2
COBOL 2010 Runtime Test Server	Yes	Class 2	Class 2
Database Connectors (all variants)	Yes	Class 2	Class 2
Enterprise Analyzer (all variants)	Yes	Class 2	Class 2
Enterprise Analyzer Server (all variants)	Yes	Class 2	Class 2
Enterprise Developer (all variants)	Yes	Class 2	Class 2
Enterprise Server (all variants)	Yes	Class 2	Class 2
Enterprise Server for Stored Procedures (all variants)	Yes	Class 2	Class 2
Enterprise Test Server	Yes	Class 2	Class 2
Enterprise Test Server Premium	Yes	Class 2	Class 2
Enterprise View	Yes	Class 2	Class 2
Relativity Designer Suite for MF COBOL	Yes	Class 2	Class 2
Relativity for Windows Workstations for MF COBOL	Yes	Class 2	Class 2
Relativity Server for MF COBOL	Yes	Class 2	Class 2
Visual COBOL (all variants)	Yes	Class 2	Class 2
Visual COBOL Database File Handler	Yes	Class 2	Class 2

Suites	E-LTU or E-Media available *	Non-production software class **	Term License Non-production software class (if available)
Visual COBOL for Eclipse Distributed Edition	Yes	Class 2	Class 2
Visual COBOL for ISVs	Yes	Class 2	Class 2
Visual COBOL Studio Distributed Edition for ISVs	Yes	Class 2	Class 2

* Any product sold as E-LTU or E-Media shall be delivered electronically regardless of any contrary designation in a purchase order.

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Definitions

Term	Definition
Authorized User	Means a single user that has been authorized by End User Customer to use the Products or any device or other Products program that may access the Products, either directly or indirectly through any other Products program, regardless of how such access occurs or if such individual uses any hardware or Products that reduces the apparent number of users who are using the Products, such as by using a terminal service.
Batch Processing	Means the execution of one or more tasks, transactions or programs by a computer system without the continuous interaction of the end user with the Products for the entire period during which each such task, transaction or program is being executed by the system. Batch processing includes situations where a queue of jobs is processed as resources become available and is in contrast to transaction or interactive processing.
Build Server	Means a specific virtual machine or container that is used to build or compile application binaries using the Products. A build server environment can be used to run unit tests as part of an automated continuous integration environment.

Concurrent Users	Means individuals who, at the same point in time, have accessed or used the Products via any device or other Products program, directly or indirectly, regardless of how such access occurs or whether such user uses any hardware or Products that reduces the apparent number of users who are using the Products, such as by using a terminal service.
Container	Means an isolated user-space instance created using operating-system-level virtualization, also known as containerization. A program running inside a Container whether standalone or using an orchestration technology, can only see the resources and devices assigned to the Container. Examples of such container technologies include Docker and podman and examples of orchestrators include Kubernetes and Open Shift.
Core	Means a physical (not virtual) subunit within a CPU on a single chip that handles the main computational activities of a computer. A CPU may have one or more Cores and therefore be a "Multicore CPU" if it has more than one Core.
CPU or Central Processing Unit	Means a data processing unit, normally identified with a single microchip mounted on a single circuit board and can comprise several Cores.
E-LTU and E-Media	Means products which are electronically delivered only, and as such any reference to FOB Destination or delivery methods that are stated on your purchase order other than electronic shall be null and void with respect to these E-LTU or E-Media products.
Hard Partitioning	Means using hard physical partitioning to physically segment a single larger server or machine into separate and distinct smaller systems where each separate system acts as a physically independent, self-contained server or machine with its own CPUs, operating system, separate boot area, memory, input/output subsystem and network resources (each known as a "Hard Partition"). Examples of Hard Partitioning methods include: Dynamic System Domains (DSD) -- enabled by Dynamic Reconfiguration (DR), Solaris Zones (also known as Solaris Containers, capped Zones/Containers only), IBM LPAR (adds DLPAR with AIX 5.2), IBM Micro-Partitions (capped partitions only), vPar, nPar, Integrity Virtual Machine (capped partitions only), Secure Resource Partitions (capped partitions only), and Fujitsu's PPAR. All approved hard partitioning technologies must have a capped or a maximum number of Cores/processors for the given partition.
Named User	Means a single user that has been authorized by End User Customer to use the Products.
Platform	Means a hardware chipset (e.g., PA-RISC, Itanium, x86, or SPARC) and operating system (e.g., Windows, Linux, Solaris, AIX, or HP-UX) combination. Each unique Linux distribution is considered a different operating system from other Linux distributions and a different Platform even with the same hardware chipset.
Soft Partitioning	Means using an operating system resource manager to segment and limit the number of Cores, CPUs, or other processing devices utilized by the Products by creating areas where processor resources are allocated and limited within the same operating system (each such area known as a "Soft Partition"). Examples of such Soft Partitioning include: Solaris 9 Resource Containers, AIX Workload Manager, HP Process Resource Manager, Affinity Management, Oracle VM, and VMware.

Unit Testing	Means the execution and verification of an individual code unit (including a program, subprogram, paragraph, or section) in isolation to confirm its internal logic and behavior. Unit Testing must (a) be performed in a development environment, (b) use stubs, mocks, or synthetic datasets in place of external systems and full application flows, and (c) avoid any dependency on production datasets or live connections to third party or platform subsystems. Unit Testing does not include: (i) integration testing of interdependent modules or components; (ii) system or end to end testing; (iii) user acceptance testing, including business scenario validation with near production data or environments; or (iv) performance, load, or stress testing.
vCPU	Means a virtual central processing unit that represents a portion or share of the underlying, physical CPU that is assigned to a particular Virtual Machine.
Virtual Machine	Means a Products implementation that can run its own operating system and execute programs like a physical machine where the Products running inside the virtual machine is limited to the resources and abstractions provided by the virtual machine.

License Options

The following License Options are the types of licenses available for a given Product as further specified in this ALA. The applicable License Option for a license shall be as set forth in the Applicable Agreement or Product Order. Those products with only one License Option available shall be governed by such License Option whether or not stated in the Applicable Agreement or Product Order unless otherwise agreed in writing between End User Customer and Rocket.

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list of the Named Users. End User Customer may change a Named User provided that the change is made either (i) permanently, or (ii) temporarily to accommodate the use of the Products by a temporary worker while the Named User is absent, but in each case no more than once every 30 days.

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Server License (Concurrent Users)

Products provided under this License Option give End User Customer the right to install the Products on a single physical machine or server or Virtual Machine, or one or more Containers on such physical single machine or server or Virtual Machine, for use by the maximum number of Concurrent Users expressly authorized by Rocket in the Product Order for such license for whom End User Customer has paid the applicable license fee. The Products may not be used or accessed by any other Products or hardware device that does not require an individual to use or access it including, without limitation, Batch Processing. A Server License (Concurrent Users) cannot be split into multiple licenses of lesser quantity (e.g., a license for 10 Concurrent Users cannot be split into two licenses of five Concurrent Users each) without Rocket's prior written consent and possible provision of different license keys. This License Option may be further subject to the Additional License Options set forth below in this ALA. For purposes of this ALA, a Server License (Concurrent Users) is considered to be a Deployment License.

Server License (per core) or Server License (per IFL)

Products provided under this License Option give End User Customer the right to install the Products on a single physical machine or server ("Host Server"), or one or more Containers on the Host Server (provided such Containers are not running in a Soft Partition or Virtual Machine unless End User Customer has purchased the Virtualization License Extension or otherwise been granted such rights separately from Rocket), and have the Products executed by up to the total number of (i) Cores in the case of a Server License (per core), or (iii) Integrated Facility for Linux processors ("IFLs") in the case of a Server License (per IFL), specified for the license in the applicable Product Order ("License Specification"). If the number of Cores is not specified for a CPU in the event a CPU is specified in the License Specification, such CPU shall be considered to be single-Core. A license covering all physical Cores or IFLs, as applicable, that are contained in and/or can be accessed by the Host Server ("Total Processors") is required with all applicable license fees paid, even if one or more of such Cores or IFLs are not accessing or running the Products for any reason, including, for example, installation of the Products in a Container

that has fewer than the Total Processors allocated to it. For example, if 32 Cores are the Total Processors on the Host Server, but only 16 Cores are utilized to execute the Products, a 32-Core license is required notwithstanding the fact that 16 of the 32 Cores may not actually be accessing the Products. Each Core on a multi-core CPU requires a license covering each such Core. For example a Host Server with Total Processors consisting of a single quad-core CPU will require a 4-Core license.

Products provided under this License Option is for use by an unlimited number of End User Customer's internal users, other Products devices and hardware devices. Server License (per core), Server License (per IFL), and Server License (per vCPU) are the only license types authorized for any Batch processing. Rocket reserves the right at any time to require End User Customer to provide a specification of the Host Server. End User Customer is required to purchase a license for the Total Processors on each Host Server that accesses or uses the Products either directly or indirectly through any other Products program, regardless of how such access occurs, or if the Host Server, CPU or operator uses any hardware or Products that reduces the apparent number of Cores, IFLs, or other processing devices that are using the Products, such as by using a terminal service. This License Option may be further subject to the Additional License Options set forth below in this ALA. For purposes of this ALA, a Server License (per core) and Server License (per IFL) are considered to be Deployment Licenses.

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Products provided under this License Option give End User Customer the right to install and use the Products in a virtualized environment that uses vCPUs as the metric for assigned processing resources, on any number of instances, provided that the collective amount of vCPUs accessible by those instances does not exceed the applicable license quantity. An instance may be within a single Virtual Machine or Container that is not necessarily tied to just one physical machine. End User Customer may make one (1) failover or disaster recovery copy of the Virtual Machine or Container in which the Products are installed and instantiate such Virtual Machine or Container in the event and for as long as the primary installation is unavailable. For purposes of this ALA, a Server License (per vCPU) is considered to be Deployment License. Server License (per vCPU), Server License (per core), and Server License (per IFL) are the only license types authorized for any Batch processing.

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Test License

Products provided under this License Option give End User Customer a limited license to use the Products solely for End User Customer's internal testing purposes on a single computer subject to this section and the restrictions applicable to the type of license specified in the applicable Product Order (e.g., Server License (per core)) as set forth elsewhere in this ALA. In the event of a conflict, the terms and conditions in this section shall prevail. At no time may End User Customer use the Products for development, commercial, or production purposes, nor may End User Customer reproduce or distribute the Products or any Products application programs created with it. End User Customer's results of benchmark or other performance tests run on or using the Products may not be disclosed to any third party without Rocket's prior written consent.

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environments, or for load-balancing, failover, clustering, or training purposes, must be purchased separately. The license quantity and metric of any Disaster Recovery License installed may not be less than the license quantity and metric of the standard license for the Products on the Primary Machine.

Failover License

Products provided under this License Option give End User Customer a limited license to use the Products solely on a Failover System subject to this section and the restrictions applicable to the type of license specified in the applicable Product Order (e.g., Server License (per core)) as set forth elsewhere in this ALA. A Failover System is a single machine on which the Products are installed and running, but only used to prepare for the recovery or replacement of the single machine for which the Failover System is configured to recover or replace (known as the “Primary Machine” in this clause), up to and including real-time data backups, mirroring, or any other activity to allow a synchronized switch-over from the Primary Machine. End User Customer may not use the Failover License for any other purpose such as production, testing (other than failover testing), development, or training except during a disaster where the Primary Machine is unavailable. End User Customer may not use the Products for load-balancing or clustering; a separate license for each of those use cases is required to be purchased by End User Customer. The license quantity and metric of any Failover License installed may not be less than the license quantity and metric of the standard license for the Products on the Primary Machine.

Batch License

Where any Products are designated as a Batch License or “Batch-Only” in the applicable Product Order using such description or similar terminology, such Products may only be used to perform batch processing on a single computer subject to the restrictions applicable to the type of license specified in the applicable Product Order (e.g., Server License (per core)) as set forth elsewhere in this ALA. In the event of a conflict, the terms and conditions in this section shall prevail.

Virtualization License Extension

For a license for which a Virtualization License Extension has been purchased, the restrictions applicable to the type of license specified in the applicable Product Order (e.g.,

Server License (per core)) as set forth elsewhere in this ALA for such license shall apply subject to the terms in this clause. For as long as such license is current on support and maintenance with Rocket, such license can be installed, used, or accessed on, in, or from a Virtual Machine. Such license may not be installed or used in a public cloud service. With respect to licenses based on processing devices such as Cores, the Products may be installed and used on any number of instances provided that the collective amount of licensed processing devices accessible by those instances does not exceed the applicable license quantity. For example, for Core- based licenses, the license can be used on any number of instances provided that the collective amount of Cores accessible by those instances does not exceed the applicable license quantity. An instance may be within a single Virtual Machine or Container that is not necessarily tied to just one physical machine. End User Customer may make one (1) failover or disaster recovery copy of the Virtual Machine or Container in which the Products are installed and instantiate such Virtual Machine or Container in the event and for as long as the primary installation is unavailable.

Third Party Usage License Extension

For a license for which a Third Party Usage License Extension has been purchased, such license can be used by third party contractors of End User Customer, notwithstanding any restriction to the contrary in the Applicable Agreement, provided that (1) each such third party is under a written obligation of confidentiality and restrictions of use which provide for protections and limitations of use of the license no less restrictive than the Applicable Agreement, (2) the license will only be used on behalf of End User Customer, (3) such use is subject to the terms and conditions of the Applicable Agreement, and (4) End User Customer remains liable for any breach by any such third party of the terms of the Applicable Agreement.

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Products Specific Terms

Enterprise Developer and Visual COBOL Build Server

End User Customer may use tools included in the License to create a build server. A Build Server can only be used to build or compile application binaries and cannot be used to execute any application code other than as part of unit testing.

Only code changes made by a licensed user of Enterprise Developer or Visual COBOL can be compiled, built, or unit tested on a deployed Enterprise Developer or Visual COBOL Build Server.

Business Rule Manager

The following License Options apply: Named User License, Concurrent User License.

COBOL Server, COBOL 2010 Runtime

The following License Options apply: User License (Authorized Users), Server License (Concurrent Users), Server License (per core), Server License (per IFL), Server License (per vCPU) (COBOL Server only).

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Database Connectors (all variants)

The following License Options apply: Server License (Concurrent Users), Server License (per core).

Enterprise Analyzer (all variants), Enterprise Analyzer Server (all variants), COBOL Analyzer, Enterprise View

The following License Options apply: Named User License, Concurrent User License, Server License (Enterprise View only).

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With respect to Enterprise Analyzer, the Products may require certain third party database Products beyond the limited database Products that may be included with such Products, and in such event End User Customer must separately purchase or otherwise obtain such database Products from the applicable third party.

Enterprise Developer (all variants)

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Enterprise Developer for Stored Procedure Debug. This Products may only be used to debug stored procedures on a single database server per license.

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Enterprise Server for Stored Procedures

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Enterprise Test Server, Enterprise Test Server Premium, COBOL 2010 Runtime Test Server

The following License Option applies: Server License (per core), Server License (per vCPU) (Enterprise Test Server only).

This Products may be used only for End User Customer's internal testing purposes. At no time may End User Customer use the Products for any other purpose including production.

Relativity Designer Suite for MF COBOL

The following License Options apply: User License (Authorized Users).

Relativity for Windows Workstations for MF COBOL

The following License Options apply: User License (Authorized Users), Server License (Concurrent Users).

Relativity Server for MF COBOL

The following License Options apply: Server License (per core), Server License (Concurrent Users).

Visual COBOL (all variants)

The following License Option applies: Named User License.

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support product or any other product that is generally competitive with or a substitute for the Products or any other Rocket product.

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Visual COBOL Database File Handler

The following License Options apply: Server License (Concurrent Users), Server License (per core).

Suites

Suite	Offering includes
Visual COBOL for Eclipse Distributed Edition	<ul style="list-style-type: none"> Visual COBOL Development Hub Visual COBOL for Eclipse
Visual COBOL for ISVs	<ul style="list-style-type: none"> Visual COBOL Development Hub Visual COBOL for Eclipse Visual COBOL for Visual Studio

Suite	Offering includes
Visual COBOL Studio Distributed Edition for ISVs	<ul style="list-style-type: none"> Visual COBOL Development Hub Visual COBOL for Eclipse Visual COBOL for Visual Studio

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4. Utilize any Products application and/or program created, in whole or in part, with any Development License without first purchasing a valid and properly granted Deployment License.
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All-or-None Support and Maintenance

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Enhanced Subscription Licenses

Product Name	Product Code
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Rocket Database Connectors Subscription License	AMC-COOS-LT-100
Rocket Enterprise Analyzer - Analyst Client Subscription License	AMC-EAAA-LT-100
Rocket Enterprise Analyzer - Developer Client Subscription License	AMC-EAAD-LT-100
Rocket Enterprise Analyzer Business Rule Manager Subscription License	AMC-EARM-LT-100

Rocket Enterprise Server Standard Server with IMS DB Subscription License	AMC-ECIM-LT-100
Rocket Enterprise Server Standard Server Subscription License	AMC-ECPU-LT-100
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Rocket Enterprise Test Server Standard Server Subscription License	AMC-ETSS-LT-100
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- fully automated decision making in connection with use cases involving critical processes or the risk of loss of life, property or impact on an individual’s legal rights;
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- in a way that attempts to override or circumvent safety filters or

intentionally drive the model to act in a manner that contravenes these terms; or

- to make automated decisions in domains that affect material or individual rights or well-being (e.g., finance, legal, employment, healthcare, housing, insurance, and social welfare).

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