

This AUREA PLAN ADDENDUM along with all other agreements that are incorporated by reference is entered into by and between the parties listed, and as of the Effective Date stated on the quote, referencing agreement or other any agreement that references this Aurea Plan Addendum (the “**Referencing Agreement**”). The Aurea Plan Addendum and the Referencing Agreement are referred to herein as the “**Agreement**.” The Service Provider referenced in the Referencing Agreement shall be referred to herein as “**Aurea**.” For clarity, “**Customer**” is the specific entity listed on the Referencing Agreement and does not include parents, subsidiaries or any other affiliated entities (unless specifically listed in the Referencing Agreement). Any capitalized terms used herein and not expressly defined shall have the meaning given to them as set forth in the Referencing Agreement.

Aurea provides a subscription service that gives our customers access to a broad library of software products and related software maintenance services. The Customer has the right to use any and all Library Software (defined below) by paying the annual Plan Value (defined below) up to an amount determined by the Licensing Entitlement (defined below) of the applicable Referencing Agreement.

This Agreement outlines the terms and conditions pursuant to which the Customer may access: (a) Library Software (defined below) and (b) related support and maintenance services (the “**Support Services**”). Customer’s Licensing Entitlement for each Library Software product and the Activated Products (defined below) for each Library Software product is set forth on a “**Aurea Library Plan Quote**.” For purposes of this Agreement, the Aurea Library Plan Quote specifies the Term (defined below) and Plan Value (defined below) applicable to the Customer.

1. Definitions. The following terms have the meanings given to them below.

- 1.1. “**Activated Products**” means the amount of each Product that the Customer has ordered or previously ordered pursuant to their Licensing Entitlement.
- 1.2. “**Legacy Primary Product(s)**” means the Primary Product(s) licensed to Customer by a Legacy Primary Product Agreement greater than twelve (12) months preceding Customer’s first Library Plan Quote which binds Customer to the terms and Conditions of this Agreement.
- 1.3. “**Legacy Primary Product Agreement**” means an agreement for a subscription license or maintenance and support for one or more Legacy Primary Products with Aurea, an Aurea affiliate, reseller, partner, or a predecessor company.
- 1.4. “**Library Software**” means the software that is listed at: www.aurea.com/library (the “**Aurea Software Library**”). Aurea continually updates the Aurea Software Library. Aurea reserves the right to add or remove Library Software at its sole discretion by way of notice on the Aurea Software Library. Library Software that are removed after Customer has already executed an Aurea Library Plan Quote for such Library Software shall be deemed to remain Library Software as to Customer for the remainder of the then current Term.
- 1.5. “**License Model**” means the scope and unit pricing structure applicable to each Library Software product (e.g. per user, per core) that is set out in the Aurea Software Library. The License Model for the Library Software is set forth at: www.aurea.com/softwarelibrarylicensemodel.
- 1.6. “**Licensing Entitlement**” means the amount of each Library Software product that the Customer is entitled to consume by virtue of their Plan Value. The Customer may consume, for each and every Library Software product, an amount in Units equal to the Plan Value divided by the List Price for each Library Software product.
- 1.7. “**List Price**” means Aurea’s then current price, per Unit, to its general customer base for the applicable Library Software product. Library Software List Prices are the basis by which Customer’s Licensing Entitlement (defined below) for each Library Software product is determined. Aurea may change List Prices at its sole discretion from time to time. List Prices that change after Customer has already executed an Aurea Library Plan Quote for Library Software shall be deemed to remain unchanged as to Customer for the remainder of the then current Term.
- 1.8. “**Plan Value**” means the annual fee for the greater of the Primary Product(s) and Support Plan, or the Legacy Primary Product(s), as set forth on the Aurea Library Plan Quote. The Plan Value may change upon mutual agreement pursuant to desired changes in the Customer’s Licensing Entitlement for one or more Library Software products.
- 1.9. “**Primary Product(s)**” means all Aurea Software product(s) for which Customer has active subscriptions from Aurea, an Aurea affiliate, reseller, partner, or a predecessor company to Aurea under a Legacy Primary Product Agreement in the twelve (12) months preceding the effective date of the first Aurea Library Plan Quote that binds Customer to the terms and conditions of this Agreement.

- 1.10. **“Product(s)”** means either Library Software or Primary Products available to or chosen by Customer in the Aurea Library Quote, as applicable, including any Licensing Entitlement yet to be activated.
- 1.11. **“Unit”** means the pricing basis for the applicable Library Software product. Examples of pricing units include per user, per output, per core, and other mechanisms as will be defined for that Library Software product.
2. **Ordering Library Software.** To order Library Software products utilizing the Plan Value, Customer will request Library Software products from Customer’s account representative. An applicable Aurea Library Plan Quote will be prepared by the account representative based upon the Plan Value available, the scope and volume of Library Software to be licensed and the List Price attributable thereto. If the Plan Value does not cover the full cost, any amounts due will be set forth in the Aurea Library Plan Quote. Such increased payment amount will be included in the calculation of the Plan Value for future Library Software subscriptions. The Aurea Library Plan Quote will become effective and binding upon mutual execution by authorized signatories of the parties. More information on how to calculate and apply Plan Values is provided on Appendix A attached hereto. If Customer’s use of the Library Software exceeds Customer’s Licensing Entitlement, Service Provider may, in its sole discretion, either: (a) increase Customer’s Plan Value by charging the Customer for additional Primary Product(s) to align the Plan Value with Customer’s total Library Software use; and/or (b) charge Customer for such excess use of the Library Software and reduce Customer’s usage of Library Software to the Licensing Entitlement permitted by Customer’s Plan Value. All charges related to over use of the Library Software shall be invoiced and paid in accordance with the terms of the license agreement applicable to the Library Software, as set forth in paragraph 7. NOTE THAT A REDUCTION IN USAGE OR LICENSING OF ANY LIBRARY SOFTWARE BY CUSTOMER WILL NOT REDUCE THE PLAN VALUE AMOUNTS DUE FOR PRIMARY PRODUCTS OR PRIMARY PRODUCT SUPPORT PLANS UNLESS THE REDUCTION IS EXPRESSLY AGREED IN WRITING BY THE PARTIES.
3. **Previous Licenses and Agreements.** While Aurea does not provide traditional software licensing of individual Library Software products, Customer will have a Legacy Primary Product Agreement for one or more Legacy Primary Products. Unless the Aurea Library Plan Quote specifically terminates that Legacy Primary Product Agreement, this Agreement does not amend any Legacy Primary Product Agreement and all amounts due thereunder remain payable under the applicable terms. The fees set forth in any Aurea Plan Quote are deemed to be additional fee amounts over and above all amounts otherwise due under a Legacy Primary Product Agreement.
4. **Support and Maintenance Services.** Aurea will use commercially reasonable efforts to provide the Support Services for the Library Software pursuant to the support plan selected by Customer on the Aurea Library Plan Quote (the **“Support Plan”**). The Support Plans for SaaS Products (as defined in paragraph 7) are described at: <http://www.aurea.com/saassupportaddendum>. The Support Plans for on-premise products are described at: www.aurea.com/maintenanceandsupporttermsonpremise. Although Support Services are always included as part of the Plan Value, the Plan Value with “Platinum” support is higher than the Plan Value with “Standard” support. Therefore, if “Platinum” support is selected, the enhanced support services of Platinum (and applicable Plan Value) will be applied to all Library Software under that Customer’s Licensing Entitlement that Customer orders, has previously ordered, or may order in the future. Note that certain optional Platinum add-on services are not included in the List Price and can be purchased for an additional Fee as outlined in the Aurea Library Plan Quote. Platinum add-on services are subject to additional terms and conditions described at: <http://www.aurea.com/platinumadditionalervicesaddendum>. For SaaS products, Aurea will use reasonable efforts to achieve the availability goals described in the ‘Service Level Addendum for SaaS’ located at: www.aurea.com/saasserviceleveladdendum.
5. **Additional Professional Services.** Customer may elect to obtain additional professional services with respect to installation and deployment of the Library Software. All costs of installation and deployment will be borne by Customer. Should Customer elect to hire Aurea for any installation, deployment, customization, or other professional services, any such engagement will require the mutual execution of a Professional Services Agreement. Such services are distinct from the Plan Value and are not applicable in determining Licensing Entitlement.
6. **Term.** The **“Term”** of the license to Library Software licensed pursuant to an Aurea Library Plan Quote will be pro-rated and made coterminous with the subscription Term for the applicable Primary Products licensed on a subscription basis and the maintenance and support Term for the applicable Primary Products licensed on a perpetual basis (as the **“Term”** is defined in the Quote pursuant to which such Primary Products or maintenance and support were ordered). To the extent that the foregoing Terms are not coterminous, the Aurea Library Plan Quote will also include a true up to make all: (a) subscription Terms for Primary Products licensed by Customer, (b) maintenance and support Terms for Primary Products licensed on a perpetual basis; and (c) newly licensed Library Software coterminous as to the latest expiring Term. Except for Customer’s perpetual licenses for Legacy Library Software granted pursuant to a Legacy Agreement, upon expiration of the Term, Customer’s rights to use the Products will immediately cease and the Products must be immediately Erased or returned to Aurea. For the purposes of this Section, **“Erased”** means the destruction of all Library Software licensed under the Aurea Library Plan Quote so that no copy of the Aurea products can be accessed or restored in any way.
7. **License Terms.** Library Software is comprised of products that are deployed as either “software as a service” (the **“SaaS Products”**) or on-premise software products (**“On Premise Software”**), (collectively, the **“Software”**). Customer

agrees it is subject to the applicable SaaS Product license terms and conditions located at: www.aurea.com/saaslicenseagreement and/or On Premise Software license terms and conditions located at: www.aurea.com/softwarelicensetermsonpremise (the "**Applicable Software License**") within the express limitations of the License Model as set forth in the Aurea Software Library.

8. **Additional Terms and Conditions.** To remain eligible to (i) utilize Plan Values and (ii) retain licenses to Library Software, Customer's must (i) continue all renewals and (ii) maintain the then current Plan Value, without reduction. The Aurea Library Plan Quote will set forth that all software licensed from Aurea (whether pursuant to an Aurea Library Plan Quote or previously) will thereafter be subject to Aurea's then current terms and conditions for subscription and maintenance.

Appendix A

More Information

The Customer may apply the full Plan Value to each of any number of Library Software (for example if Customer has a Plan Value of \$1Million, Customer may purchase \$1Million of subscription licenses to Library Software A and \$1Million of licenses to Library Software B). For clarity, to the extent that any price discounts had previously been applied to Primary Product(s) or any other previously licensed Library Software, such discounts shall not apply to any incremental license of Primary Product(s) to which Plan Values are to be applied (Plan Values will always be applied at List Price).

Calculation Examples

Customer has a subscription to Products A and B. Customer's annual subscription fees are as follows:

Product A - \$100,000 annual subscription fee – 200 named users purchased at \$500 per named user 18 months earlier

Product B - \$300,000 annual subscription fee – 500 named users purchased at \$600 per named user 18 months earlier

Customer's Plan Value is \$400,000

Scenario A:

Customer provides Aurea with notice that it would like to use its Plan Value of \$400,000 to purchase a twelve month subscription to:

100 named user licenses of Product C – List Price Calculation = \$100,000

600 named user licenses of Product D – List Price Calculation = \$300,000

The Plan Value would be applied to Product C and Product D and the Aurea Library Plan Quote would include no additional subscription fees, except for the prorated subscription fees for prior licensed software to be coterminous with the Aurea Library Plan Quote subscriptions.

Scenario B:

Customer provides Aurea with notice that it would like to use its Plan Value of \$400,000 to purchase:

400 additional named user licenses of Product C – List Price Calculation = \$400,000

400 additional named user licenses of Product D – List Price Calculation = \$450,000

1000 named user licenses of Product E – List Price Calculation = \$500,000

The Plan Value would be applied to Products C, D and E and the Aurea Library Plan Quote would include subscription fees of \$100,000 for the Product E licenses (\$500,000 minus \$400,000 Plan Value plus prorated subscription fees for prior licensed software to be coterminous with the Aurea Library Plan Quote subscriptions). Because the Plan Value is immediately reset at \$500,000, the additional licenses to Products C and D fall below the new Plan Value and do not carry any additional subscription fee.