

## PLEASE READ CAREFULLY BEFORE DOWNLOADING OR USING THE SOFTWARE

### HPOO EULA

This End User Licence (“Agreement”) states the terms that you (“You” or “Your”) agree to abide by in regard to HP Operations Orchestration “the Software”. **By using the Software, You agree to this Agreement.**

1. **Copyright.** The copyright for the Products is owned by Hewlett Packard Enterprise Company (“HPE”).
2. **Products.** You are provided with the object code version of the Software. HPE and its subsidiaries, via Openet, may also make available related supporting terms and information referenced by HPE for the Software which may include documentation, license information, additional license authorizations, product specifications, published warranties, supplier terms, open source software licenses and similar content (“Supporting Material”) for the sole purpose of enabling You to internally test and evaluate the Products in a test environment (“Use”). For avoidance of doubt, “Products” includes Software and Supporting Material.
3. **Authorization.** If You agree to this Agreement on behalf of another person or entity, You warrant that You have the authority to do so. This Agreement shall be enforceable against You and any entity receiving the Product for which You download, install, or use the Product as the date of receipt of the Product (“Effective Date”).
4. **License and Ownership.** Openet hereby grants You a non-exclusive, non-transferable license to Use the Products, royalty-free, for the Term and by the number of authorized users as specified in the chart below. You may make one backup or archival copy of the Product. All worldwide right, title, and interest to the Products (including any corrections, bugfixes, enhancements, updates, or other modifications thereto, whether or not made by HPE), any third party products included in such Product (“Third Party Product”), and all intellectual property rights in and to them, are and will remain the exclusive property of HPE and its Third Party Product licensors. No transfer of ownership of any intellectual property will occur under this Agreement.
5. **Restrictions on Use.** Except as expressly set forth herein, no intellectual property license, and no other license or rights of any kind is granted. You shall not use the Product to produce, market, or support Your own products. Furthermore, Your Use is subject to the following restrictions unless specifically allowed in the Supporting Material:

- o You may not distribute, sell, rent, lease, loan, provide, share, sublicense, or otherwise transfer all or any portion of the Products.
  - o You may not reproduce, modify, translate, reverse engineer, disassemble, decrypt, decompile, or make derivative works of, the Products or otherwise attempt to gain access to the source code of all or any portion of the Products. If You have a right to do so under law, You must first inform Openet in writing about such modifications.
  - o You may not use the Products in any manner other than that described in this Agreement and the Supporting Material.
  - o You may not display, disclose, or make available the Products to any person other than You and Your employees.
  - o You may not copy Products or make it available on a public or external distributed network.
  - o You may not allow access to the Products on an intranet unless it is restricted to authorized users.
  - o You may make one copy of the Products for archival purposes when it is an essential step in authorized Use.
  - o You may not use Products for third-party training, commercial timesharing, or service bureau use.
  - o You may not remove, alter, cover or obfuscate any copyright notices or other proprietary rights notices placed or embedded on or in the Products.
  - o You may not use or access any Third Party Product that is included in the Products, or provided to You by HPE, separately from the Products.
  - o You may not cause or permit any third party to do any of the foregoing.
6. **Term.** The term of this Agreement (the “Term”) is specified in the chart at the bottom of this Agreement. The Term will commence on the Effective Date and shall continue for: (i) the express number of days indicated or (ii) until Your purchase of and payment for an appropriate license to use the Products, whichever is earlier. Unless You purchase and pay for an appropriate license to use the Products, upon the expiration of the Term or any earlier termination of this Agreement: (i) all licenses granted to the Products hereunder shall cease; (ii) You shall promptly remove or erase all intangible copies of the Products; and (iii) You shall promptly return all tangible materials, if any, to Openet.
7. **Precedence.** This Agreement governs the use of the Products.
8. **Third Party Content.** The Product may include Third Party Products. Products may contain software and associated documentation that are confidential to, and trade secrets of, such parties. You will not take any action other than to use it as authorized under the Agreement and will not disclose it to third parties. If the Third Party Product includes Third Party Product licensing terms, then those terms shall apply to the Third Party Products. These licenses and notices are

available to you in files in the Product directory, in documentation that accompanies the Products or via a supplementary list provided by us. You shall not remove these agreements and notices. Any covenants, representations, warranties, indemnities and other commitments with respect to the Products are made by us and not by any authors or suppliers of, or contributors to, such open source, freeware or commercial programs. These sublicensing terms do not modify or abridge any rights or obligations that you may have under the third party licenses and notices included with the Product. Your use is subject to the rights and obligations under the applicable open source, freeware or pass through license. Any third party program that is separate from, but delivered with, the Products, if any, is provided and licensed solely under the applicable open source, freeware or commercial pass through license for the program.

9. **Support.** No support is provided. You assume full responsibility of the effective operation and for correcting any errors within and created by Products provided under this Agreement.
10. **Audit.** Openet may audit You for compliance with Your Use of the Products pursuant to this Agreement. Upon reasonable notice, Openet may conduct an audit during normal business hours (with the audit cost at Openet's expense). If an audit reveals noncompliance, then this Agreement shall immediately terminate and you shall also reimburse Openet for such audit costs.
11. **Disclaimer of Warranties.** YOU ACCEPT THE PRODUCTS "AS IS" WITH ANY ERRORS AND DEFECTS. NEITHER OPENET NOR HPE MAKE ANY EXPRESS OR IMPLIED WARRANTY OF ANY KIND WITH RESPECT TO THE PRODUCTS, AND TO THE EXTENT PERMITTED BY LAW, OPENET AND HPE DISCLAIM ALL OTHER WARRANTIES. NEITHER OPENET NOR HPE WARRANT THAT THE OPERATION OF PRODUCTS WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT PRODUCTS WILL OPERATE IN HARDWARE AND SOFTWARE COMBINATIONS OTHER THAN AS AUTHORIZED BY HPE IN DOCUMENTATION AND SUPPORTING MATERIAL.
12. **Limitation of Liability.** NEITHER OPENET NOR HPE SHALL BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, OR CONSEQUENTIAL DAMAGES OR FOR LOST REVENUES OR PROFITS, DOWNTIME COSTS, OR LOSS OR DAMAGE TO DATA.
13. **Disclosure of Testing Results.** You shall not disclose to any third party the results of any: (i) performance benchmarks You run on Products or (ii) specific detailed comparisons You make between Products and any third party product, without the prior written consent of Openet.
14. **Termination.** In the event that You breach this Agreement, Openet may terminate this Agreement immediately upon written notice to You. Further, either party may terminate this Agreement without cause on five (5) days prior written notice. The rights and responsibilities of the parties pursuant to sections

4, 6, 7, 10 and 11 above shall survive the expiration of the Term or earlier termination of this Agreement.

15. **Assignment.** You shall not assign or otherwise transfer any rights or obligations under this Agreement. Any attempted assignment or transfer shall be voidable at Openet's option.
16. **Export Requirements.** If You export, import, or otherwise transfer Products and/or deliverables provided under this Agreement, You will be responsible for complying with applicable laws and regulations and for obtaining any required export or import authorizations. Openet may suspend its performance under this Agreement to the extent required by laws applicable to either party.
17. **U.S. Governmental Rights.** If Products are licensed to You for use in the performance of a US Government prime contract or subcontract, You acknowledge and agree that consistent with FAR 12.211 and 12.212, commercial computer software, documentation and technical data for commercial items are licensed under HPE's standard commercial license.
18. **Entire Agreement and Governing Law.** This Agreement represents the entire understanding of the parties with respect to the subject matter herein and supersedes any previous communication or agreements that may exist. Modifications to the Agreement will be made only through a written amendment signed by both parties. The Agreement will be governed by the laws of Ireland and the courts of that locale will have jurisdiction; however, Openet may, bring suit for payment in the country where the You are located. You and Openet agree that the United Nations Convention on Contracts for the International Sale of Goods will not apply. Claims arising or raised in the United States will be governed by the laws of the state of California, excluding rules as to choice and conflict of law.
19. **Anti-Corruption Laws** You agree that you are familiar with the provisions of the U.S. Foreign Corrupt Practices Act, the U.K. Bribery Act and other analogous anti-corruption legislation in other jurisdictions where You do business (together "Anti-Corruption Laws"), and that you shall not in connection with the license of the Product make any payment or transfer anything of value, offer, promise or give a financial or other advantage or request, agree to receive or accept a financial or other advantage either directly or indirectly: to any government official or employee (including employees of a government corporation or public international organization) or to any political party or candidate for public office or to any other person or entity with an intent to obtain or retain business or otherwise gain an improper business advantage. You further agree that you will not take any action which would cause you to be in violation of the Anti-Corruption Laws. In case of breach of the above, we may suspend or terminate the license of the Product at any time without notice or

indemnity. You agree to indemnify the non-breaching party for any losses, damages, fines or penalties which the non-breaching party may suffer or incur as a result of or incidental to any such violation.

20. **Product Specific Term and Use Restrictions.** The chart below shows the Product name, the Term, and any use restriction.

Product Name
Term
Use Restriction

Operations Orchestration Community Edition SW E-Media

60 days

500 Runs