

# Service Schedule

## Management Services for Rimini Street Advanced Application and Middleware Security Product (“AAMS Management Service Schedule”)

Unless otherwise indicated herein, capitalized terms used in this AAMS Management Services Service Schedule without definition shall have the respective meanings specified in the Order and the Service Schedule for AAMS Service & License (the “**AAMS Service Schedule**”). To the extent that the terms and conditions set forth in this AAMS Management Services Service Schedule and any of its Attachments conflict with the terms and conditions of the Terms of Service or AAMS Service Schedule, the terms and conditions of this AAMS Management Services Service Schedule and its Attachments will prevail.

### 1. Services

Rimini Street shall provide Client with the management services set forth in this AAMS Management Services Service Schedule for the Rimini Street Advanced Application and Middleware Security product (referred to herein as “**AAMS**” or “**Licensed Products**”) that has been licensed to Client pursuant to the AAMS Service Schedule and perform the management service activities set forth in the applicable Covered Products Annexure for Management Services for AAMS, at the frequency set forth therein (hereafter collectively referred to as “**Services**”). The Services are subject to the capitalized definitions and additional terms found in Section 4 below.

**A. Management Services.** Rimini Street will provide the management services as set forth in this Section 1 for the Licensed Products. The Management Services will cover AAMS deployed against up to the number of servers, number of JVM’s and number of AAMS Management Consoles listed in the applicable Covered Products Annexure for the AAMS Service & License:

- I. Health Monitoring.** Rimini Street will provide health monitoring for the Licensed Products, which includes of Management Console functionality, repository database health, connected AAMS Agent status, e-mail alert functionality, system alert generation and event monitoring and blocking reporting. Rimini Street recommends that the Management Console and Client’s repository database for the Licensed Products are added to the Client’s existing proactive monitoring solution. If no such Client solution is available, Rimini Street will implement an alternative proactive monitoring solution pursuant to a written amendment or separate Order that is signed by both Parties before Rimini Street implements such proactive monitoring solution.
- II. Alerts and Notifications.** Rimini Street will provide a weekly summary via email in a mutually agreed format of any operational events, activities, security events triggered and status.
- III. Recommendations.** Rimini Street will provide recommendations for system resources provisioned for the Management Console, Client’s backend database for the Licensed Products, and AAMS Agent log requirements.
- IV. Remediation.** Rimini Street will manage the configuration of AAMS Agent and the Management Console(s), such as applicable settings for AAMS Agents, and java heap for the Management Console(s). Rimini Street will manage the number of Management Consoles set forth in the applicable Covered Products Annexure for this Service.

- V. **Exception Handling.** Rimini Street will manage rule exceptions in the Licensed Products to reduce the number of benign event alerts. Rimini Street will provide Client with a summary of all new rule changes including new exceptions on a weekly basis, when applicable.
- VI. **Reports and Dashboards.** Rimini Street will schedule and email weekly a pre-agreed volume of reports from the Licensed Products to Client. Rimini Street will ensure that the out of the box dashboards hosted on the Management Console are available.

**B. Update and Patch.** Rimini Street will provide Rimini Street custom patches and/or administer the implementation of vendor supplied updates for the Management Console and AAMS Agents. Rimini Street will provide Updates and patches for the rules defined with the Management Console.

**C. Rimini Street Watch Monitoring.** This Section 1C and Attachment A hereto only apply where the applicable Covered Products Annexure for this Service specifies that Rimini Street Watch is included in the scope of Services. Rimini Street will install and configure Nagios XI Standard software (“**Nagios XI**”) by Nagios Enterprises, LLC (“**Nagios**”) to be used by Rimini Street to monitor Client’s designated servers in connection with provision of the Services hereunder. Nagios XI is licensed to Client pursuant to the license terms set forth in Attachment A, attached hereto. The start of the installation and configuration of Nagios XI is dependent on Client’s completion of, and compliance with, the Watch Technical Requirements described below and Rimini Street’s validation thereof. Client shall complete the technical specifications and requirements set forth in the Watch Technical Requirements within eight (8) weeks of the Order Effective Date. Any server monitored by the Monitoring Server (the location designated by Client where Rimini Street will install and configure Nagios XI and the Rimini Street Watch monitoring system, hereinafter the “**Monitoring Server**”) which will have multiple monitors enabled shall be hereinafter referred to as “**Rimini Street Watch Monitored Server(s)**.” In the event that Client desires to move all existing monitors from an existing Rimini Street Watch Monitored Server to another server, Client shall notify Rimini Street in writing of any such one-for-one moves of Monitored Servers and the Parties will work together to schedule and complete the move of such Monitored Servers. The technical specifications and requirements for the Monitoring Server and connectivity to Client’s system and network are set forth in the “**Watch Technical Requirements**” document to be provided to Client by Rimini Street. The Watch Technical Requirements are incorporated herein by reference in this AAMS Management Services Service Schedule. Client acknowledges that Rimini Street Watch Monitors used in Client’s development, test and/or production Environments for the Covered Products require the same remote access to Client’s Environments as set forth in Section 3.B below.

## 2. Service Level Agreement

During the Rimini Manage Period, Client will be entitled to receive support twenty-four (24) hours a day, seven (7) days a week (including major holidays) for Critical Issue (P1) cases. Response time commitment for a first live conversation with a Rimini Street engineer after Client contacts Rimini Street with a request for support on a Critical Issue case is ten (10) minutes or less. Client will be entitled to receive support for all other Issues during Rimini Street Business Hours as specified in the applicable Covered Products Annexure for this Service. Response time commitments and communication update intervals for each Issue are detailed in Section 2.A Table 1 below. Business Impact Guidelines for Issues for each Client Priority Level are detailed in Section 2.A Table 2 below.

Resolution SLAs will have a six (6) month stabilization period from the start of support go-live. During this time, SLAs will be used for internal tracking only. Data capture and measurement of SLA attainment will be tracked using data from the Rimini Street ServiceNow System. SLA attainment will be measured on a calendar quarter period.

**A. Service Level Agreement (SLA) for Issues<sup>1</sup>**

**Table 1**

Issue Severity	Client Priority Level	Rimini Street Initial Response Commitment	Client Communications Update Commitment <sup>2</sup>	Resolution	Target
Critical Issues	Priority 1	10 Elapsed Minutes	2 Elapsed Hours (Follow the Sun)	4 Elapsed Hours (Follow the Sun)	95%
Serious Issues	Priority 2	15 Business Minutes	4 Business Hours	8 Business Hours	93%
Standard Issues	Priority 3	1 Business Day	2 Business Days	3 Business Days	93%
Questions & Answers	Priority 4	1 Business Day	4 Business Days	5 Business Days	93%

**Table 2**

Client Priority Level	Business Impact Guidelines for Issues <sup>2*</sup>
Priority 1 (P1)	Issue where a supported Licensed Product is completely unavailable to users or is working at a severely degraded capacity/performance level for multiple users that makes Licensed Product unusable; or Issue has a major impact to external client/customer; or Issue is impacting revenue or time sensitive regulatory compliance AND no acceptable workaround exists.
Priority 2 (P2)	Issue where a supported Licensed Product's functionality has become limited or is working at marginally degraded capacity or performance for multiple users AND no acceptable workaround exists; or Issue where a Licensed Product component is unavailable or is working at a severely degraded capacity/performance AND an acceptable workaround exists.
Priority 3 (P3)	Issue where a single user is unable to use a Licensed Product or a component of a Licensed Product that is necessary for the user to perform their primary work activities; or Issue that is not critical is encountered with the Licensed Product that leads to a minimal loss of functionality, capacity or performance; or A feature is unavailable where another can be readily used (e.g., routing to a different printer).
Priority 4 (P4)	General request for information or "how to" (Questions & Answers); or Report of event not causing impact to work operation or production.

<sup>1</sup>Measured on a quarterly calculation with annual adjustments with initial six (6) month stabilization period. All references to Hours or Elapsed Hours in the Service Level Agreement means Business Hours unless otherwise stated.

<sup>2</sup>If resolution of an Issue is dependent upon some interim measure, such as developing a software patch, etc., an alternative communication update commitment may be defined and agreed upon with Client.

**3. Additional Client Obligations**

**A. Final Testing of Fixes and Updates.** Client is responsible for all final system testing to assure that Rimini Street provided fixes and updates perform before and after moving said fixes and updates into any environment.

**B. Access to Software.** Client acknowledges that Rimini Street may need, and Client therefore authorizes Rimini Street, to access, install, work with, configure, test, and possibly modify the Licensed Products, Updates, and Upgrades in order to render Services pursuant to this AAMS Management Services Service Schedule. Accordingly, Client shall provide Rimini Street with remote access to one or more production, non-production development and test environment(s) on servers owned, leased, or

otherwise controlled by Client that include the Licensed Products and other software required for their proper operation (each an “**Environment**”). Each Environment and remote access connectivity thereto must meet the technical requirements provided by Rimini Street to Client, which may evolve and change over time due to changes in technology, connectivity options, Client’s Environment(s) or other reasons (“**Technical Requirements**”). Client understands and agrees that Rimini Street will be unable to access the Environments until Client confirms compliance in writing with current Technical Requirements. Client represents and warrants that the entity entering into the Order for Services under this AAMS Management Services Service Schedule is the valid license holder for the applicable Licensed Products, applications, systems, and environments and that Client has obtained all rights, licenses, and permissions to enter into such Order and for Rimini Street to perform the Services hereunder. To the extent Client recommends or requires a specific tool, product or service (“**Remote Access Tool**”) for connection to Client’s remote access endpoint, Client will notify Rimini Street in writing (such as via email or support ticket) and shall, remain fully responsible for all acts, omissions, and/or technical failures of such Remote Access Tool to the extent the Services or either Party’s legal rights are impacted. Client represents and warrants that any Services related to Client’s applications and middleware as expressly contemplated under this AAMS Management Services Service Schedule are permitted under Client’s relevant software vendor license(s) for the applications and middleware.

**C. Internal Client Support.** Client is responsible for providing Help Desk Support and System Administration Support not covered by this AAMS Management Services Service Schedule (for example Operating System and Workstation administration).

**D. Other Responsibilities.** Client is responsible for providing networking connectivity and hardware changes and fixes. Client shall provide a triage plan and will share contact information for key contacts to enable Rimini Street to communicate and advise on project and service status. Client will also participate in the Rimini Street Quarterly Business Review (QBRs) to review Service details and insights, will enable VPN tunnel, and will grant admin access on in scope VMs.

**E. Facilities and Equipment Needed to Provide Remote Services.** Client will provide remote access and a dedicated administration machine with all necessary software for Rimini Street’s use in providing Services remotely.

**F. User Accounts & Access to Personnel.** Client will create user accounts for Rimini Street personnel providing Services under this AAMS Management Services Service Schedule and grant the needed access and permissions to deliver the Services. Client also agrees to provide Rimini Street all required access to key personnel capable of transferring the business knowledge necessary for the delivery of the Services.

**G. Client Infrastructure and Tools.** Client shall provide Rimini Street access to the following Client infrastructure, tools and data to integrate with the Management Console to operate and monitor security of the middleware:

**I. Access Tools.** The following access tools may be required as determined by Rimini Street: Bomgar (or equivalent site-to-site remote access) connection; Jump Client (Remote Desktop); SFTP, SSH (or RDP as applicable) to Management Console server, Management Console repository database servers and application servers protected by the Licensed Products. For the avoidance of doubt, these access tools and other standard management tools may be required on the Client provided Jump Box.

**II. Jump Box.** Client will provide Rimini Street with remote access to a “Jump Box” server that has access to the applications that will have the Licensed Products installed. Rimini Street will remotely access this Jump Box server to install, configure and manage the Licensed Products.

**a. Physical or VMWare Virtual Server.** Client must provide one (1) physical or virtual host server for the Jump Box function. This server will have Windows 2012

or higher installed with 8GB of memory or higher and 50 GB or higher of available free disk space.

- b. **Physical or Virtual Server Requirements.** The Jump Box server will be a fully functional server and capable of accessing external websites for the purpose of downloading software as necessary.

III. **Management Console Server.** Client will provide Rimini Street with at least one virtual or physical server that will be used to host the Management Console. The number of AAMS Management Consoles is set forth in the applicable Covered Products Annexure for this Service.

- a. **Minimum Requirements for Management Console Server.** Rimini Street will provide Client with the minimum requirements for a server running the Management Console. Client and Rimini Street will mutually agree upon the number of servers needed to run the Management Console.

IV. **AAMS Repository Database Server.** Client will provide Rimini Street with at least one virtual or physical server that will be used to host Client's repository database for the Licensed Products. Rimini Street will provide Client with the minimum requirements for a server running the repository database for the Licensed Products.

V. **Accounts & Connectivity.**

- a. **Jump Box Administrator Access:** Rimini Street will remotely access the Jump Box server site-to-site tunnel between networks. Access to the Jump Box server will be from Rimini Street's secure client gateway using existing protocol for remote access. Client agrees to provide administrator access rights and capabilities on the Jump Box Server to Rimini Street.

- b. **Continuous Access.** Client will provide continuous access to all application servers, Management Console and Client's backend repository database server for the Licensed Products for Rimini Street engineer personnel subject to maintenance and interruptions or downtime beyond the reasonable control of Client.

- c. **Administrator Access.** Client agrees to provide administrator access rights and capabilities on Target Web Application Servers and Management Console Server. Examples of required access rights include the ability to create, delete, copy, and move files or folders; and install or uninstall any software. Root access will be required for initial installation and configuration. Accounts with sudo access will suffice if root is not available. Rimini Street will also need the ability to transfer files from the Jump Box to the servers being monitored by the Licensed Products. If access to the Target Database Server is not allowed, Client will be responsible for moving files, configuration changes, providing log files, and sensor agent installation. Rimini Street will provide installation instructions to Client.

- i. **Commands.** In order for Rimini Street to maintain the Management Console, Client shall provide sudo as root command access, browser access to Management Console, SSH access or RDP access to the host for AAMS Agent install, and administrative access to the database server.

- ii. **Code, Data and Logs.** Client shall provide Rimini Street access to the AAMS Agent's log, captured code that triggered alert, and incoming URL. No Client data is stored in Client's backend database for the Licensed Products other than alert information.

**H. Backup and Recovery.** Client is responsible for creating and retaining backups of the Management Console and backend database repository for the Licensed Products and any recovery testing of such backups. Rimini Street will work with Client to help ensure that backups are made, retention goals are adhered to, and recovery testing is conducted in accordance with Client's backup and recovery policies and processes. Rimini Street engineers will work with Client's operations team to determine and define applicable scope of components for the backups, including the Management Console and backend database repository for the Licensed Products. For the avoidance of doubt, backup software and licenses are not included under this AAMS Management Services Service Schedule and Rimini Street is not responsible for providing any backup software, backup software licenses or services.

**I. Resolution of Security Incidents.** Client is solely responsible for resolving all Security Incidents, including after receiving alerts from Rimini Street as described herein.

#### **4. Additional Services Terms**

All service terms and definitions found in Section of the AAMS Service Schedule titled 'Additional Services Terms' plus the following additional terms apply to the Services described in Section 1 of this AAMS Management Services Service Schedule:

**A. Definitions.** The following definitions are used throughout this AAMS Management Services Service Schedule:

- I. AAMS Agent:** A Jar file. The Jar file is integrated for each Java Virtual Machine (JVM) for each application that will be protected per licensed server pursuant to the AAMS Service Schedule.
- II. Issue:** An issue to be addressed pursuant to Section 2.A, Table 1 above that meets all of the following criteria: (i) found by Client in the Licensed Products, Updates, Upgrades, or in any changes provided to Client by Rimini Street or its licensors; (ii) Client becomes aware of the issue during the Rimini Manage Period and reports the issue to Rimini Street during the applicable Rimini Manage Period; and (iii) meets one of the four Priority Level criteria set forth in Section 2.A, Table 2 above.
- III. Licensed Products** has the meaning given to that term in Section 1 above.
- IV. Management Console:** The console used in the Licensed Products to manage the configurations of the AAMS Agents and the monitoring rules that are deployed to the AAMS Agents.
- V. Resolution:** Resolution of Issue or provide an acceptable workaround that allows for restoration of the service to an acceptable level, as determined by Rimini Street.
- VI. Resolution SLA:** Agreed upon time for resolution of an Issue based on priority of the Issue as defined in Section 2.A Table 1. Resolution time excludes the time the Rimini Street team is waiting on information, approvals, or other information from Client as captured in the status of the support ticket, issues requiring product support engagement or third-party service providers.
- VII. Security Incident.** An event that leads to a violation of Client's security policies, which creates a risk of the unauthorized loss of confidentiality, integrity or availability of Client's data.

**B. Third Party Products.** For the avoidance of doubt, the Services hereunder includes management services only for Client's Licensed Products, but in no event do the Services include support

for any third-party products. Rimini Street will not provide any fixes or updates for any third party products used with, imbedded, integrated, or bundled with the Licensed Products. For purposes of example only, such third-party products include, but are not limited to, operating systems, database systems, application servers, web servers, online processing tools, reporting tools, and analytic tools.

**C. Assumptions.** Rimini Street has made the following specific assumptions for the Services set forth in this AAMS Management Services Service Schedule: all Services in this AAMS Management Services Service Schedule will be provided remotely unless otherwise agreed to in writing by Client and Rimini Street.

**D. Exclusions.** The Parties acknowledge that the following activities are not included in scope of Services for this AAMS Management Services Service Schedule, including but not limited to (see also Section 4.F below): implementation of disaster recovery plans or solutions.

**E. Disclaimer.** CLIENT ACKNOWLEDGES AND AGREES THAT THE SCOPE OF THIS AAMS MANAGEMENT SERVICES SERVICE SCHEDULE IS LIMITED TO THE MANAGEMENT OF THE RIMINI STREET ADVANCED APPLICATIONS AND MIDDLEWARE SECURITY PRODUCT AS DESCRIBED HEREIN AND THAT CLIENT IS SOLELY RESPONSIBLE FOR MANAGING ITS SECURITY PROGRAM, ENVIRONMENT, CONTROLS AND PROCESSES AND MAINTAINING THE SECURITY OF ITS DATA, ACCOUNTS, SYSTEMS, ENVIRONMENTS, , APPLICATIONS AND SOFTWARE AND DECIDING WHETHER TO IMPLEMENT OR HAVE RIMINI STREET IMPLEMENT, IF APPLICABLE PURSUANT TO THE TERMS OF THIS AAMS MANAGEMENT SERVICES SERVICE SCHEDULE, ANY RECOMMENDATIONS MADE BY RIMINI STREET HEREUNDER. NO PORTION OF THESE SERVICES SHALL BE CONSIDERED LEGAL OR DATA PROTECTION ADVICE. CLIENT IS SOLELY RESPONSIBLE FOR ALL SECURITY INCIDENTS AND/OR BREACHES OF ITS DATA, ACCOUNTS, SYSTEMS, ENVIRONMENTS, APPLICATIONS AND SOFTWARE, INCLUDING RESOLUTION OF SUCH SECURITY INCIDENTS OR BREACHES, ANY REQUIRED NOTIFICATIONS AND/OR REMEDIATION RESULTING FROM SUCH SECURITY INCIDENTS OR BREACHES, SUCH AS NOTIFICATIONS TO ANY END USERS OR THIRD PARTIES, AND ANY AND ALL LIABILITY RESULTING FROM OR RELATED TO ANY SECURITY INCIDENTS OR BREACHES. TO THE EXTENT PERMITTED BY APPLICABLE LAW, RIMINI STREET MAKES NO REPRESENTATIONS OR WARRANTIES, AND RIMINI STREET DISCLAIMS ALL REPRESENTATIONS, WARRANTIES, AND CONDITIONS, ORAL OR WRITTEN, EXPRESS OR IMPLIED, ARISING FROM COURSE OF DEALING, COURSE OF PERFORMANCE, OR USAGE IN TRADE, OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY, QUALITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, OR SYSTEMS INTEGRATION. WITHOUT LIMITING THE FOREGOING, RIMINI STREET MAKES NO WARRANTY, REPRESENTATION, OR GUARANTEE AS TO THE LICENSED PRODUCTS' USE OR PERFORMANCE AND DOES NOT WARRANT, REPRESENT, OR GUARANTEE THAT THE OPERATION OF THE LICENSED PRODUCTS WILL BE FAIL-SAFE, UNINTERRUPTED, OR FREE FROM ERRORS OR DEFECTS OR THAT THE LICENSED PRODUCTS OR SERVICES WILL PROTECT AGAINST ALL POSSIBLE THREATS.

**F. Out of Scope Services.** Investigations related to Security Incidents are specifically excluded from this AAMS Management Services Service Schedule. Any services or software required by Client outside the defined Services in this AAMS Management Services Service Schedule are expressly excluded from the scope of this AAMS Management Services Service Schedule. Rimini Street will not perform out-of-scope services or provide out-of-scope software without Client's pre-approval in writing. If Client desires Rimini Street to provide additional out-of-scope services or software, including any additional tools such as security programs, platforms or software, such services and software will all be considered out of scope and subject to additional fees. If such out-of-scope services are desired by Client, separate agreements in the form of a new Order or amended Order will need to be executed by the Parties prior to Rimini Street performing such services. If the applicable Covered Products Annexure for the AAMS Service & License is modified or amended, such changes shall be detailed in an amendment to the Order in respect of Services in this AAMS Management Services Service Schedule and shall be subject to additional fees as set forth in this AAMS Management Services Service Schedule.

**G. Trade Names.** The McAfee name, McAfee product names, and McAfee release names are trademarks of McAfee, LLC. All other names and product names are the property of their respective owners.



# Attachment A to AAMS Management Services Service Schedule License for Rimini Street Watch

This license for Rimini Street Watch enhanced with technology from Nagios (“**Rimini Street Watch License**”) is issued pursuant to the Order setting out Client’s order of the Services detailed in the AAMS Service Schedule. Unless otherwise indicated herein, capitalized terms used in this Rimini Street Watch License without definition shall have the respective meanings specified in the Order, the Terms of Service and AAMS Management Services Service Schedule.

## 1. General

Rimini Street will provide to Client the Rimini Street Watch for Oracle Database product (“**Software**”) to be used pursuant to the license grant specified in Section 2 below.

The terms contained in this Attachment A, together with the terms specified at [https://assets.nagios.com/agreements/Nagios\\_Software\\_License.pdf](https://assets.nagios.com/agreements/Nagios_Software_License.pdf) (the “**EULA**”), the terms contained in the Terms of Service, and the terms contained in the AAMS Management Services Service Schedule (for purposes of this Rimini Street Watch License, these are collectively the “**License Agreement**”) shall govern the licensing by Rimini Street of the Software to Client. Notwithstanding anything to the contrary, in the event of a conflict between this Rimini Street Watch License, the EULA, the Terms of Service, and the AAMS Management Services Service Schedule, only with regard to terms within this Rimini Street Watch License, this Rimini Street Watch License shall take precedence.

## 2. License Grant

**A.** The Software is designated as an independently licensed software product and not provided to Client as Rimini Street Work Product pursuant to the Terms of Service.

**B.** Subject to the terms and conditions of the License Agreement, Rimini Street hereby grants to Client a non-exclusive, non-transferable right to use the Software for Client’s internal business purposes, and Upgrades (for the purpose of the License Agreement, use of the Software includes the right to install and access the Software and Upgrades). Client may make backup/archival copies of the Software provided these copies are not installed or used on any Computer. Client may not sell, assign or transfer any copy of the Software, except where specifically set forth in the applicable license terms (such as in the applicable FOSS Code licenses included with the Software pursuant to Section 5 of this Attachment A below). Any copies that Client is permitted to make pursuant to this License Agreement must contain the same copyright and other proprietary notices that appear on or in the Software. Except as provided for above, Client may not copy the Software. Any non-compliance with the above stated obligations is considered to be a material breach of this License Agreement.

**C.** Client may not, and Client may not cause or allow any third party to: (i) decompile, disassemble or reverse-engineer the Software or create or recreate the source code for the Software in contravention of the EULA or this Attachment A; (ii) remove, erase, obscure, or tamper with any copyright or any other product identification or proprietary rights notices, seal, or instructional label printed or stamped on, affixed to, or encoded or recorded in or on any Software; or fail to preserve all copyright and other proprietary notices in all copies of the Software made by Client; (iii) lease, lend or use the Software for timesharing or service bureau purposes, sell, market, license, sublicense, distribute, or otherwise grant to any person or entity any right to use the Software except to the extent expressly permitted in the License Agreement; or use the Software to provide, alone or in combination with any other product or service, any product or service to any person or entity whether on a fee basis or otherwise; (iv) modify, adapt, tamper with, translate, or create derivative works of the Software; combine or merge any part of the Software with or into any other software; or refer to or otherwise use the Software as part of any effort to develop software (including, without limitation, any routine, script, code, or program) having any functional attributes, visual expressions, or other features similar to those of the Software or to compete with Rimini Street or its

licensors; (v) except with Rimini Street's prior written permission, publish any performance or benchmark tests or analysis relating to the Software; or (vi) attempt to do any of the foregoing. Client may not run or operate the Software in a cloud, Internet-based computing, or similar on-demand computing environment unless Client is licensed for such use specifically.

### **3. Limited Warranty**

**A.** Rimini Street provides the Software with equivalent warranty to that provided by Nagios in the EULA.

**B.** THE ABOVE LIMITED WARRANTY WILL NOT APPLY IF: (i) THE SOFTWARE IS NOT USED IN ACCORDANCE WITH THIS LICENSE AGREEMENT OR THE DOCUMENTATION, (ii) THE SOFTWARE OR ANY PART THEREOF HAS BEEN MODIFIED BY ANY ENTITY OTHER THAN RIMINI STREET OR ITS LICENSORS, OR (iii) A MALFUNCTION IN THE SOFTWARE HAS BEEN CAUSED BY ANY EQUIPMENT OR SOFTWARE NOT SUPPLIED BY RIMINI STREET OR ITS LICENSORS. EXCEPT FOR THE LIMITED WARRANTY SET FORTH ABOVE, THE SOFTWARE IS PROVIDED "AS IS" AND RIMINI STREET MAKES NO REPRESENTATIONS OR WARRANTIES, AND RIMINI STREET DISCLAIMS ALL REPRESENTATIONS, WARRANTIES, AND CONDITIONS, ORAL OR WRITTEN, EXPRESS OR IMPLIED, ARISING FROM COURSE OF DEALING, COURSE OF PERFORMANCE, OR USAGE IN TRADE, OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY, QUALITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, OR SYSTEMS INTEGRATION. WITHOUT LIMITING THE FOREGOING, RIMINI STREET MAKES NO WARRANTY, REPRESENTATION, OR GUARANTEE AS TO THE SOFTWARE'S USE OR PERFORMANCE AND DOES NOT WARRANT, REPRESENT, OR GUARANTEE THAT THE OPERATION OF THE SOFTWARE WILL BE FAIL-SAFE, UNINTERRUPTED, OR FREE FROM ERRORS OR DEFECTS OR THAT THE SOFTWARE WILL PROTECT AGAINST ALL POSSIBLE THREATS.

### **4. Term**

The term of the Software license in this Attachment A will be governed by the relevant Nagios EULA. Notwithstanding anything to the contrary, Rimini Street may terminate the Order in respect of the Services and Software set out in the AAMS Management Services Service Schedule if Client is in material breach of any term, condition, or provision of this Attachment A or the License Agreement and such breach is not cured within thirty (30) days after the provision of written notice by Rimini Street to Client of such breach.

### **5. Ownership**

The Software, including, without limitation, its object code and source code, whether or not provided to Client, is strictly confidential to Rimini Street and its licensors. Rimini Street (or its licensors) owns exclusively and reserves all – and Client may not exercise any – right, title, and interest in and to the Software, including, without limitation, all intellectual property rights in and to the Software except to the extent of the limited Software use license granted to Client in the License Agreement. The License Agreement is not an agreement of sale, and no title, intellectual property rights, or ownership rights to the Software are transferred to Client pursuant to the License Agreement. Client acknowledges and agrees that the Software and all ideas, methods, algorithms, formulae, processes, and concepts used in developing or incorporated into the Software, all future Upgrades, and all other improvements, revisions, corrections, bug-fixes, hot-fixes, patches, modifications, enhancements, releases, detection definition files, signature sets, upgrades, and policy and database updates and other updates in, of, or to the Software, all derivative works based upon any of the foregoing, and all copies of the foregoing are trade secrets and proprietary property of Rimini Street and its licensors, having great commercial value to Rimini Street and its licensors. The Software may include components (including, without limitation, programs, applications, tools, utilities, libraries, and other programming code) that are made available from third parties under a free or open source software licensing model ("FOSS Code") and additional obligations may apply under such third-party licenses. By distributing the Software, Rimini Street distributes and passes through the terms and

conditions of such licenses to Client. Client's receipt of FOSS Code components from Rimini Street under the License Agreement neither enlarges nor curtails Client's rights or obligations defined by the FOSS Code license applicable to the FOSS Code component. Copies of the FOSS Code licenses for FOSS Code components included with the Software are included with or referenced in the Software's documentation. The Software and accompanying documentation are deemed to be "commercial computer software" and "commercial computer software documentation," respectively, pursuant to DFAR Section 227.7202 and FAR Section 12.212, as applicable. Any use, modification, reproduction, release, performance, display or disclosure of the Software and accompanying documentation by the United States Government shall be governed solely by the terms of the License Agreement and shall be prohibited except to the extent expressly permitted by the terms of the License Agreement.

## **6. Audit**

Pursuant to the EULA and upon reasonable notice, but with no less than ten (10) days advance written notice, Rimini Street may verify Client's compliance with the terms of the License Agreement. Such audit will be conducted in a manner that minimizes disruption to Client's business, and may be conducted during normal business hours. Rimini Street may use an independent auditor to conduct the audit provided that Rimini Street has a written confidentiality agreement in place with such auditor.

## **7. Export Control Compliance**

Client acknowledges that the Software is subject to United States and, when applicable, European Union export regulations. Client shall comply with applicable export and import laws and regulations for the jurisdiction in which the Software will be imported and/or exported. Client shall not export the Software to any individual, entity, or country prohibited by applicable law or regulation. Client is responsible, at its own expense, for any local government permits, licenses, or approvals required for importing and/or exporting the Software. If Rimini Street receives notice that Client is or that Client becomes identified as a sanctioned or restricted party under applicable law, Rimini Street will not be obligated to use the Software in connection with the AAMS Management Services Service Schedule if such performance would result in violation of the sanctions or restrictions.