

Service Schedule

Rimini Street Advanced Application and Middleware Security Support Services and License

(“AAMS Service Schedule”)

Unless otherwise indicated herein, capitalized terms used in this AAMS Service Schedule without definition shall have the respective meanings specified in the Order.

1. Licensed Products

A. License. Rimini Street shall license to Client the Rimini Street Advanced Application and Middleware Security product enhanced with technology from Waratek, which includes any custom security patches created by either Rimini Street or its licensor for Client, (“**Licensed Products**”). The Licensed Products are to be used by Client for virtual patching of Client’s runtime applications and middleware against certain vulnerabilities discovered, made public or known to affect Client’s runtime applications and middleware during the Rimini Protect Period. Client shall be licensed for the number of units of the Licensed Products specified in the applicable Covered Products Annexure for this Service pursuant to the license terms specified in Attachment A, and Client may not exceed its license entitlement. Client represents and warrants that the entity (entering into the Order in respect of this AAMS Service Schedule) is the valid license holder for the Licensed Products, including the application technology and servers set forth in the applicable Covered Products Annexure for this Service, attached hereto, to which this AAMS Service Schedule relates and that Client has obtained all rights, licenses and permissions to enter into this AAMS Service Schedule and to permit Rimini Street to provide the Licensed Products for the application technology and servers and perform the Services hereunder.

B. License Key. Client acknowledges that the Licensed Products may contain a license key. Rimini Street, either directly or indirectly through its licensor, will provide Client with a license mechanism and a related key. This mechanism and key pair shall control the modules, functions and features as licensed by Client. In the event Client is being licensed for production engines, the mechanism and key pair shall take control of such click-charge counter. Client agrees not to acquire or use any license key or similar computer code for the Licensed Product provided by another supplier than Rimini Street or its licensor.

C. Updates and Upgrades. During the Rimini Protect Period, Rimini Street shall make Updates and Upgrades (as defined in Section 6 below) available to the Client. All Updates and Upgrades shall be promptly installed by Client with Rimini Street’s support, as provided in Section 2.B below, no later than ninety (90) days after receipt of such Update or Upgrade in order to continue such support.

2. Services

Rimini Street shall provide Client with certain support services and certain deliverables as follows for the Licensed Products listed in the applicable Covered Products Annexure for this Service(hereafter collectively referred to as “**Services**”):

A. Product Support. Rimini Street will provide Client with advice and recommendations relating to the proper operation of the Licensed Products and any Updates or Upgrades.

B. Interoperability Support. Rimini Street will provide advice and recommendations for Issues determined to likely involve interoperability issues between the Licensed Products and Client’s server operating system.

C. Custom Patches. If requested by Client, Rimini Street or its licensor, as applicable, will use reasonable efforts to create custom patches for Client (“**Client Patch**”) to address vulnerabilities in Client’s system, which shall become part of the Licensed Products when delivered to Client and will be supported as part of the Licensed Products.

3. Consequences of termination or expiry

Upon any termination of the Order in respect of the Services Licensed Products under this AAMS Service Schedule, Client shall promptly return all copies of the Licensed Products.

4. Service Level Agreement

During the Rimini Protect Period, Client will be entitled to receive support twenty-four (24) hours a day, seven (7) days a week (including all 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 Table 1 below. Business Impact Guidelines for each Client Priority Level are detailed in Table 2 below.

Table 1

Issue Severity	Client Priority Level	Rimini Street Initial Response Commitment	Client Communications Update Commitment*
Critical Issue	Priority 1	10 Elapsed Minutes	Every 2 Elapsed Hours
Serious Issue	Priority 2	15 Elapsed Minutes	Every 4 Business Hours
Standard Issue	Priority 3	1 Business Day	Every 5 Business Days
Q&A	Priority 4	1 Business Day	As appropriate

*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.

Table 2

Client Priority Level	Business Impact Guidelines
Priority 1	Issue where a Licensed Product is completely unavailable to users or is working at a severely degraded capacity/performance level for multiple users that makes a 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	Issue where a 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	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.
Priority 4	General request for information or “how to” (Q&A); or Report of event not causing impact to work operation or production.

5. Additional Client Obligations

A. Final Testing of Updates, Upgrades, and Client Patches. Client is responsible for all final system testing to assure that the Licensed Products, Updates, Upgrades, workarounds, patches (including any Client Patches), or any other resolution or change with the Licensed Products provided by Rimini Street perform as documented before implementing said changes in any production 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 applicable applications and middleware listed in the applicable Covered Products Annexure for this Service, Licensed Products listed in the applicable Covered Products Annexure for this Service, applications listed in the applicable Covered Products Annexure for this Service, Client Patches, Updates, and Upgrades in order to render Services pursuant to this AAMS Service Schedule. Accordingly, Client shall provide Rimini Street with remote access to one or more non-production development and test environment(s) on servers owned, leased, or otherwise controlled by Client that include the applicable applications and middleware, Licensed Products, Updates, and Upgrades together with all license codes and other software required for their proper operation (each a “**Non-Production Environment**”). Each Non-Production 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 Non-Production Environment or other reasons (“**Technical Requirements**”). Client understands and agrees that Rimini Street will be unable to access Non-Production Environments until Client confirms compliance in writing with current Technical Requirements. Client represents and warrants that any Services related to Client’s applications and middleware as expressly contemplated under this AAMS Service Schedule are permitted under Client’s relevant software vendor license(s) for the applications and middleware.

C. Work Product License Use Clarification. Notwithstanding anything to the contrary in the Agreement, Client may provide Client’s employees or a third party access to Rimini Street Work Product for the sole purpose of supporting the Waratek software in the event that, pursuant to the terms of the Agreement, Client chooses to terminate the Order in respect of the Services and Licensed Products provided under this AAMS Service Schedule and undertake self-support or contract with a different service provider to provide support and maintenance services for the Waratek software. In such event, Client shall bind such employee or third party to obligations of non-disclosure and restricted use which are no less stringent than those contained in the Agreement.

D. Internal Client Support. Client is responsible for providing Help Desk Support and System Administration Support.

E. Reporting. Client agrees to provide Rimini Street with any troubleshooting or install logs needed in order for Rimini Street to render the Services.

6. Additional Services Terms

The following additional terms apply to the Services described in Sections 1 and 2:

- A. Definitions.** The following definitions are used throughout this AAMS Service Schedule:
- I. ARMR:** Abstract Rule Modeling Runtime, which is a proprietary domain specific language (DSL) or syntax.
 - II. Business Day:** Nine (9) Business Hours.
 - III. Business Hour:** A single hour of time during the Rimini Street Business Hours specified in the applicable Covered Products Annexure for this Service, Monday through Friday.

- IV. Custom Patches:** Custom functional equivalent routine and emergency ARMR applications (patches and rules) created for Client by either Rimini Street or its licensor.
- V. Elapsed Minutes:** Actual accrued time from a specific event (such as logging a case).
- VI. Help Desk Support:** First line, simple corrective assistance by one or more individuals or a third-party organization designated and/or contracted by Client to be the first point of contact for Client's entire user population for Licensed Products. Help Desk Support provides an initial front-line response to all Client user-reported cases, and resolves certain low-level user reported issues. Common issues to be resolved by Help Desk Support include general system information requests, Licensed Product user administration (e.g., user setup and security), Client-specific operational procedures, hardware issues and infrastructure availability (e.g., LAN, web, Internet Service Provider, application, and database access), and other similar activities.
- VII. Issue:** An issue to be addressed pursuant to Section 4, Table 1 above that meets all of the following criteria: (i) found by Client in the Licensed Products, Client Patches, 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 Protect Period and reports the issue to Rimini Street during the applicable Rimini Protect Period; and (iii) meets one of the four Priority Level criteria set forth in Section 4, Table 2 above.
- VIII. Licensed Products:** The individual units of the Rimini Street Advanced Application and Middleware Security product licensed to Client and set forth in the applicable Covered Products Annexure for this Service.
- IX. System Administration Support:** In-depth technical and system administration support that includes technical troubleshooting, analysis, and resolution options for the Licensed Products. System Administration Support services are more advanced than those generally provided by Help Desk Support and are typically staffed with product trained personnel experienced with the Licensed Products. Issues with Licensed Products reported by Client end users to Help Desk Support that are not fully resolved by Help Desk Support may be escalated to System Administration Support. System Administration Support may include assisting Help Desk Support with resolution of issues, independent System Administration Support diagnosis and resolution of more advanced issues, and/or installation and configuration of software workarounds, Upgrades, Updates or fixes made available and provided by Rimini Street. Issues not able to be resolved by System Administration Support may be escalated to Rimini Street.
- X. Updates:** Functional equivalent routine and emergency ARMR applications (patches and rules) based on patches released by software providers.
- XI. Upgrades:** Any and all improvements to the Licensed Products which are made generally available to Client as a part of the Services and which are not separately priced or marketed by Rimini Street.

XII. Year: Unless otherwise specified in the Order, a twelve-month time period.

B. Interoperability Support. Interoperability Support will be remotely available to Client for its Licensed Products, Updates, and Upgrades, so long as the combination of products and platforms is supported and designed for compatible use with the Licensed Products, Updates, and Upgrades and such combination of products and platforms has been fully tested for proper interoperability prior to production rollout and go-live. Client is fully responsible for any interoperability issues related to third-party products that are incompatible with or that were not properly tested for proper operation with Client's Licensed Products, Updates, Upgrades, and any Custom Patches. Upon request, Rimini Street will provide, at an additional fee and with Client providing copies of all source and target software releases, interoperability testing for applications and operating systems that have not been tested by the applications licensor for proper operation with the Licensed Products.

C. Performance Tuning. Client is responsible for ensuring that adequate and reasonable functional, scalability, and regression testing have been completed in development and test phases prior to production rollout and go-live of the Licensed Products, Updates, and Upgrades. Performance tuning support includes recommendations and advice for configuration, deployment model, and parameter settings for the Licensed Products, Updates, and Upgrades.

D. Upgrade Process Support. Client is responsible for actual upgrade project planning, resourcing, and execution.

E. Rimini Street Work Product. Other than the Licensed Products, Client Patches, Upgrades, and Updates which are owned by Rimini Street and its licensors and governed by the license in Attachment A, all deliverables under this AAMS Service Schedule are considered Rimini Street Work Product as defined in the Terms of Service.

F. Additional Consulting. Any services required by Client outside the Services as defined in this AAMS Service Schedule are expressly excluded from the scope of this AAMS Service Schedule. Rimini Street will not perform out-of-scope services without Client's prior approval. If Client desires Rimini Street to provide additional out-of-scope services, 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.

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

Attachment A to AAMS Service Schedule

License for Rimini Street Advanced Application and Middleware Security Product

This Attachment A – License for Rimini Street Advanced Application and Middleware Security Product enhanced with technology from Waratek Americas LLC (“**Attachment A**”) is issued pursuant to the Order setting out Client’s order of the AAMS Services & License. Unless otherwise indicated herein, capitalized terms used in this Attachment A without definition shall have the respective meanings specified in the Terms of Service and all section, exhibit, and attachment references in this Attachment A shall be to applicable sections, exhibits, and attachments of the Terms of Service.

1. General

Rimini Street will provide to Client the Rimini Street Advanced Application and Middleware Security 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 contained in the Terms of Service and the terms contained in the AAMS Service Schedule (for purposes of Attachment A, these are collectively the “**License Agreement**”) shall govern the licensing by Rimini Street of the Software to the Client. Notwithstanding anything to the contrary, in the event of a conflict between this Attachment A, the Terms of Service, and the AAMS Service Schedule, this Attachment A shall take precedence. Additional definitions relevant to this Attachment A are found in the attached Exhibit A.

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, Updates, Upgrades, and any Client Patches (for the purpose of the License Agreement, to Use the Software includes to install and access the Software, Updates, and Upgrades) solely for Client’s own internal business operations. Client’s Use of any Updates or Upgrades provided by Rimini Street or its licensor as part of support shall be governed by all license limitations and restrictions, and all other terms and conditions, of this License Agreement.

C. Without limiting the generality of the foregoing, to the extent that this License Agreement permits the copying of Confidential Information, all such copies shall bear the same confidentiality notices, legends, and intellectual property rights designations that appear in the original versions. Client may copy the Software as reasonably necessary for back-up, archival, or disaster recovery purposes.

D. Client may permit Use of the Software, in accordance with the terms of the License Agreement, by a subsidiary (any entity controlled by Client through 50% or greater ownership of the voting securities) only for so long as such entity remains Client’s subsidiary. Client also may permit a third party with which it enters into a contract to manage Client’s information technology resources (“**Managing Party**”), provided that (i) the Managing Party only Uses the Software to support Client’s internal operations, (ii) the Managing Party agrees to comply with the terms and conditions of the License Agreement, and (iii) Client provides Rimini Street with written notice that a Managing Party will be using the Software on its behalf. Client shall be responsible and fully liable for each subsidiary’s and Managing Party’s compliance with or breach of the terms of the License Agreement.

E. 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; (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.

F. 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 open source software terms included with the Software). 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.

3. Limited Warranty

A. Rimini Street warrants that, for a period of sixty (60) days from the purchase date ("**Warranty Period**"), the Software licensed hereunder will perform substantially in accordance with the documentation included with the Software ("**Limited Warranty**"). In case of any breach of the above Limited Warranty, as Client's exclusive remedy and Rimini Street's entire obligation and liability, Rimini Street will (i) repair or replace the Software or (ii) if such repair or replacement would in Rimini Street's opinion be commercially unreasonable, upon Rimini Street's receipt of Client's written representation and promise that Client has returned all copies of the Software and will not Use the Software, Client shall be entitled to a pro-rated refund for any prepaid Annual Support Fees related to the Software paid by Client for the then-current Rimini Protect Period Year, calculated using a daily proration and measured from the effective date of the termination through the end of the prepaid period. ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY RIMINI STREET OR ITS LICENSORS SHALL NOT CREATE A WARRANTY OR IN ANY WAY INCREASE THE SCOPE OF ANY WARRANTY PROVIDED.

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.

C. RIMINI STREET AND ITS LICENSORS PROVIDE NO REMEDIES OR WARRANTIES, WHETHER EXPRESS OR IMPLIED, FOR ANY SAMPLE APPLICATION CODE, ALPHA CODE OR TRIAL VERSION OF THE SOFTWARE. ANY TRIAL VERSION OR TEST VERSION (NON GA VERSION) OR SAMPLE APPLICATION CODE OF THE SOFTWARE ARE PROVIDED “AS IS.”

4. Term

This Attachment A shall be effective on the Order Effective Date and shall continue in full force and effect unless and until either this Attachment A or the Order in respect of the Services provided under the AAMS Service Schedule are terminated. Notwithstanding anything to the contrary, Rimini Street may terminate this Attachment A together with the Services under the AAMS 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. Effect of Termination

As of the date of termination of this Attachment A, Client shall have no license to Use the Software, shall immediately cease all Use of the Software, and shall return the Software to Rimini Street and all accompanying written materials and all copies thereof (including copies stored in computer memory) and shall so certify to Rimini Street in writing.

6. 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 Updates and 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”). FOSS Code components included with the Software are redistributed by Rimini Street under the terms of the applicable FOSS Code license for such component. 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. Claims with respect to any of the Open Source Software and/or Third Party Software Programs shall be subject to their respective license agreements and Rimini Street disclaims any and all liability with respect to any claims of infringement with respect to those software programs. 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.

7. Audit

Upon reasonable notice, with no less than thirty (30) days' advance written notice to Client, Rimini Street may verify Client's compliance with the terms of the License Agreement. Such audit will be conducted no more than once per twelve (12) months during the Rimini Protect Period 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.

8. Export Control Compliance

Client agrees that the Software will not be shipped, transferred, or exported into any country or Used in any manner prohibited by the United States Export Administration Act or any other export laws, restrictions or regulations (collectively the "**Export Laws**"). In addition, if the Software is identified as an export controlled item under the Export Laws, Client represents and warrants that it is not a citizen, or otherwise located within, an embargoed nation and not otherwise prohibited under the Export Laws from receiving the Software. All rights to Use the Software are granted on condition that such rights are forfeited if Client fails to comply with the terms of this License Agreement and the applicable Exhibits hereto. 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 perform any of its obligations under this AAMS Service Schedule if such performance would result in violation of the sanctions or restrictions.

Exhibit A

Definitions

“Client” means the entity identified in the Order who is User of the Rimini Street Advanced Application and Middleware Security product and support services from Rimini Street who acquires the Software for Use and not for distribution or resale.

“Computer” means one central processing unit (CPU) that accepts information in digital or similar form and manipulates it for a specific result based on a sequence of instructions.

“GA Release” means the Generally Released Version of the Rimini Street Advanced Application and Middleware Security product (excluding beta and earlier versions, custom versions, Trial Version, test versions and code samples).

“Instance” means one loaded code of the Software to run one thread at a time, no matter whether running on a single or multiprocessor Computer.

“Open Source License Terms” means the license terms applicable to Open Source Software included in the Rimini Street Advanced Application and Middleware Security product.

“Open Source Software” means Third Party Software available without charge for use, modification or distribution and generally licensed under the GNU Lesser General Public License, Apache or other open source software license.

“Software” or **“Licensed Products”** means the Rimini Street Advanced Application and Middleware Security product and therein integrated third party software program(s), in each case, supplied by Rimini Street or its licensors and suppliers herewith, and corresponding documentation, associated media, printed materials, and online or electronic documentation.

“Third Party Software Programs” means in the Rimini Street Advanced Application and Middleware Security product integrated third party software such as Adobe PDF Library technology, Datalogics Software etc. and related documentation, and any upgrades, modified versions, updates, additions, and copies thereof.

“Trial Version” means a version of the Software, so identified, to be used only to review and evaluate the Software for a specific time period as determined by Rimini Street.

“Updates and Upgrades” means any updates or upgrades or new releases of the Software made available by WARATEK Software AG, WARATEK through Rimini Street to its Clients, which are subject to the terms of this Agreement.

“Use” means to access, install, download, or copy the Software.

“User” means any person, program, process, product, or hardware which Uses any functionality of the Software.