<u>Third Party Licensing Agreement</u>

This Third Party Licensing Agreement ("Third Party Licensing") includes third party licensing for Red Hat EAP and Oracle supported versions of Java which will be licensed by Forte on behalf of Customer. It is attached to and made part of the Agreement between Customer and Forte and govern solely the use of Red Hat EAP and Oracle-supported versions of Java.

1. **Definitions**
   "**Programs**" refers to (a) the Java™ software products in binary code form owned by Oracle (including, but not limited to, libraries, source files, header files, and data files) that are specified on the Java Application Product Registration Form, (b) Program Documentation, and (c) any Program updates acquired through technical support.

2. **The following terms will apply to Customer's use of Red Hat EAP and Oracle Java:**
   a. <u>Java Technology Restrictions.</u> Customer is prohibited from creating, modifying, or changing the behavior of classes, interfaces, or subpackages that are in any way identified as "Java", "Javax", "Sun" or similar convention as specified by Oracle in any naming convention designation.

   b. <u>Trademarks and Logos.</u> Customer acknowledges that Oracle owns the Java trademark and all Java-related trademarks, logos and icons including the Coffee Cup and Duke ("Java Marks") and agree to: (a) comply with the Java Trademark Guidelines at http://www.oracle.com/us/legal/third-party-trademarks/index.html; (b) not do anything harmful to or inconsistent with Oracle's rights in the Java Marks; and (c) assist Oracle in protecting those rights, including assigning to Oracle any rights acquired by the End User in any Java Mark.

   c. <u>Source Code.</u> Customer acknowledges that the Programs may contain source code that, unless expressly licensed for other purposes, is provided solely for reference purposes pursuant to the terms of the Agreement.

   d. <u>Third Party Code.</u> Customer acknowledges that additional copyright notices and license terms applicable to portions of the Programs are set forth in the THIRDPARTYLICENSEREADME.txt file.

   e. Customer acknowledges that use of the Programs for anything other than Forte products requires a separate license from Oracle and Red Hat.

   f. Prior to software installation, Customer must report to Forte the number of application tier cores (or vCPUs for virtual environments) intended for supporting the complete OnCore environment, including production, non-production, integration, etc. (Database tier infrastructure is not included in this count.)

   g. If and when the number of application tier cores (or vCPUs for virtual environments) used to support the complete OnCore environment changes, Customer must immediately report the change to Forte.

3. **Pricing**
Customer will pay the 3rd party licensing fee annually, based on the reported number of application tier cores (or vCPUs for virtual environments) used to support the complete OnCore environment. Subsequent annual fees will increase by two (2%) annually and shall be due on each anniversary of the Effective Date for the term of the Agreement.

3rd Party Annual Licensing Fee	
Core count (up to and including)	Annual Fee
12	$ 4,500
20	$ 8,000
32	$ 13,000
40	$ 16,500