

GENERAL TERMS FOR CENTOS LINUX VERSION 7 LONG-TERM SUPPORT SERVICES

THESE GENERAL TERMS FOR CENTOS LINUX VERSION SEVEN LONG-TERM SUPPORT SERVICES (the “Terms”) constitute a binding agreement by and between Rogue Wave Software, Inc., a Delaware corporation, (“Rogue Wave”), and the entity named as “Customer” on the signature page attached hereto (the “Customer”). These Terms will be effective as of the last date entered underneath the parties’ signatures (the “Effective Date”).

1. In exchange for the fees, and for the duration of these Terms, set forth in the duly authorized quotation issued by Rogue Wave to the Customer, the OpenLogic team at Rogue Wave, a Perforce company (“OpenLogic”), agrees to provide the Customer with long term support (“LTS”) for version 7 of the CentOS Linux operating system starting on **June 30, 2024**. The purchase of one LTS contract entitles the Customer to receive updates for CentOS Linux version 7 as more specifically described in the Quote.
2. The LTS contract will consist of OpenLogic’s provision of CentOS Linux patches for the list of core open source software packages used in version 7 of the CentOS Linux operating system that are set forth on Annex A attached to these Terms (the “Core Packages”). While there are over 600 CentOS Linux core packages, the LTS offered by OpenLogic is only offered on the Core Packages. If the Customer desires to have a patch for an open source software package outside of the Core Packages (a “Non-Core Package Patch”), Customer may place a request for such Non-Core Package Patch via the standard OpenLogic Support channels. If the request for a Non-Core Package Patch meets the defined criteria for a high severity CVE as set forth in Section 5 of these Terms, OpenLogic will work on delivering the Non-Core Package Patch in accordance with the provisions of Section 5 of these Terms.
3. OpenLogic will make the patches for the Core Packages available to the Customer through an OpenLogic private repository. Upon the purchase of a LTS contract, OpenLogic will provide the required credentials to the Customer to enable the Customer to access the private repository contents, and these credentials will remain valid only for the duration of the purchased LTS contract. It is the Customer’s responsibility to download and to implement the patches for the Core Packages that are made available to the Customer in the OpenLogic private repository during the term of the Customer’s LTS contract.
4. Customer acknowledges and agrees that Customer’s access to, and use of, the updated patches for the Core Packages provided by OpenLogic is subject to the following conditions:
 - a. Customer is granted the right and license to: (1) use the CentoOS Linux version 7 patches for the Core Packages for its own internal use related to the testing and development of Customer’s integrated offerings, and (2) redistribute the CentOS Linux patches for the Core Packages provided by OpenLogic, only where Linux is integrated into Customer’s generally available products and services; and
 - b. Customer shall not redistribute the CentoOS Linux version 7 patches for the Core Packages as a standalone offering.
5. OpenLogic will proactively monitor disclosed Common Vulnerabilities and Exposures (CVEs) reported by the MITRE Corporation on its website located at cve.mitre.org and, optionally, other reporting sources for CVEs against CentOS Linux. OpenLogic will provide patches to the last minor release of the open source community version 7 for the Core Packages when high severity CVEs with CVSS Score 7 or up that are remotely exploitable. For purposes of clarity, such fixes are not cross ported against other possible major/minor/patch for CentOS Linux packages or versions other than starting from the last minor release of the open source community CentOS Linux version 7. For high severity CVEs with only local exploits, OpenLogic will determine the mitigation path for such CVEs, and OpenLogic will make commercially reasonable efforts to implement repairs for the CentOS Linux Core Packages. OpenLogic will then test any generated fixes, and, if viable, OpenLogic agrees to provide the Customer with patches via OpenLogic’s private repositories.
6. Customer may report what the Customer believes to be a high severity vulnerability to OpenLogic via the standard OpenLogic support channels. If the reported vulnerability has not yet been discovered or disclosed with cve.mitre.org and the National Vulnerability Database (NVD), the Customer will need to demonstrate the vulnerability to OpenLogic in the Customer’s environment. Once demonstrated, if OpenLogic considers the

Customer-reported vulnerability to be of sufficient severity to require fix or mitigation, OpenLogic will treat the vulnerability as a CVE and will provide CentOS Linux LTS for version 7 for such vulnerability as set forth in Section 5 above.

7. EXCEPT AS PROVIDED IN SECTION 5 OF THESE TERMS, ROGUE WAVE MAKES NO OTHER REPRESENTATIONS OR WARRANTIES, AND ROGUE WAVE, ON BEHALF OF ITSELF AND ITS AFFILIATES, INCLUDING OPENLOGIC, DISCLAIMS ALL REPRESENTATIONS, WARRANTIES, AND CONDITIONS RELATING TO THE SERVICES PROVIDED UNDER THESE TERMS, OR OTHER SUBJECT MATTER OF THIS AGREEMENT, WHETHER ORAL OR WRITTEN, EXPRESS OR IMPLIED, ARISING FROM COURSE OF DEALING, COURSE OF PERFORMANCE, OR USAGE IN TRADE, OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF TITLE, NONINFRINGEMENT, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE. TO THE EXTENT THAT ROGUE WAVE IS NOT PERMITTED BY THE APPLICABLE LAW TO DISCLAIM ANY WARRANTY PROVIDED HEREIN, THE SCOPE AND DURATION OF SUCH WARRANTY SHALL BE THE MINIMUM REQUIRED UNDER SUCH LAW. EXCEPT FOR DAMAGES CAUSED BY FRAUD AND INTENTIONAL MISREPRESENTATION, IN NO EVENT SHALL EITHER PARTY'S TOTAL CUMULATIVE LIABILITY, UNDER THIS AGREEMENT, OR RELATING TO THE SUBJECT MATTER HEREOF, FOR ALL CLAIMS, COSTS, LOSSES, AND DAMAGES EXCEED THE AMOUNT PAID OR PAYABLE IN THE PRECEDING TWELVE-MONTH PERIOD BY CUSTOMER TO ROGUE WAVE PURSUANT TO THESE TERMS.
8. Either party will have the right to terminate these Terms in the event that the other party breaches the terms, conditions, and/or obligations under these Terms. Intent to terminate will be made by a written notice setting forth the details of the breach. Termination will become effective 10 days from the date that the notification of intent to terminate was given unless the breaching party has corrected the breach prior to the end of that 10-day period. Upon termination of these Terms, Customer will immediately (a) discontinue all use of the CentOS Linux 7 framework builds and patches provided by OpenLogic, (b) destroy the original and all copies of the CentOS Linux 7 framework builds and patches provided by OpenLogic in its possession or control, and (c) provide written confirmation to OpenLogic of its compliance with the foregoing requirements. Termination shall be without prejudice to the rights and remedies of either party that may have accrued prior to such termination. For the avoidance of doubt, and except in the case of breach of these Terms by OpenLogic, Customer shall not be entitled to a refund of any prepaid fees upon termination of these Terms, and OpenLogic, will not release Customer from its obligations to pay OpenLogic all fees that are due and owing under these Terms prior to its termination. These Terms may be executed in one or more counterparts each of which will be deemed an original, but all of which when taken together will constitute one and the same instrument. The parties may transmit their signatures via scanned PDF, e-signature, or other electronic signature tools with the same effect as if the parties had provided each other with original signatures. These Terms, and all matters arising out of or relating to these Terms, shall be governed by the substantive laws of the State of Delaware. Neither party may assign, alienate or otherwise transfer any rights, duties, obligations or privileges under these Terms, by operation of law or otherwise, without the prior written consent of the other party, except that either party may assign these Terms without the consent of the other party: (i) to a successor in interest in connection with a merger, acquisition or sale of all or substantially all of the assigning party's assets; (ii) to an affiliate of the assigning party; or (iii) in connection with a corporate reorganization or divestiture to separate any business unit, product(s) or assets of such party to which these Terms relate. A change in control or majority ownership of a party shall be deemed an assignment under this Section 8 for which written consent must be sought.

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IN WITNESS WHEREOF, the parties to these Terms have executed these Terms to be effective as of the Effective Date.

ROGUE WAVE

CUSTOMER: _____

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

ANNEX A
CORE PACKAGES

Core Package	To be included on the last CentOS 7 minor version
acl	☑
acpid	☑
attr	☑
bash	☑
bc	☑
bind	☑
binutils	☑
blktrace	☑
bridge-utils	☑
bzip2	☑
chrony	☑
coreutils	☑
crash	☑
curl	☑
dhcp	☑
dhclient	☑
ed	☑
expat	☑
file	☑
gdb	☑
glibc	☑
glib2	☑
initscripts	☑
iptstate	☑
kernel	☑
libssh2	☑
libxml2	☑
logwatch	☑
net-tools	☑
nscd	☑
ntp	☑
ntpd	☑
openssh	☑
openssl	☑

perf	☒
postfix	☒
procmail	☒
procps-ng	☒
python	☒
python3	☒
rpm	☒
rsync	☒
rsyslog	☒
sos	☒
sudo	☒
sysstat	☒
systemd	☒
tar	☒
texinfo	☒
vim	☒
wget	☒
yum	☒
zlib	☒