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1. IBM International License Agreement for Evaluation of Programs
2. IBM International Program License Agreement

If Licensee is obtaining the Program for purposes of productive use (other than evaluation, testing, trial "try or buy," or demonstration): By clicking on the "Accept" button below, Licensee accepts the IBM International Program License Agreement, without modification.

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The Evaluation License and the IPLA are not in effect concurrently; neither modifies the other; and each is independent of the other.

The complete text of each of these two license agreements follow.

LICENSE INFORMATION

The Programs listed below are licensed under the following License Information terms and conditions in addition to the Program license terms previously agreed to by Client and IBM. If Client does not have previously agreed to license terms in effect for the Program, the International License Agreement for Evaluation of Programs (i125-5543-06) applies.

Program Name (Program Number):
IBM Cloud Pak for AIOps (Evaluation)
IBM Cloud Pak for AIOps 4.12.0 (Evaluation)

The following standard terms apply to Licensee's use of the Program.

Evaluation Period

The evaluation period begins on the date that Licensee agrees to the terms of this Agreement and ends after 60 days.

Bundled Programs

Licensee is authorized to install and use the Bundled Programs identified below. A Bundled Program may be accompanied by license terms, and those terms, if any, apply to Licensee's use of that Bundled Program. In the event of conflict, the terms in this License Information document supersede the Bundled Program's terms. The Principal Program and any Bundled Programs are all part of the Program, as a whole. Therefore, Licensee must obtain sufficient entitlements to the Program, as a whole, to cover Licensee's installation and use of all of the Bundled Programs, unless separate entitlements are provided within this License Information document. For example, if this Program were licensed on a VPC (Virtual Processor Core) basis and Licensee were to install the Principal Program or a Bundled Program on a 10 VPC machine and another Bundled Program on a second 10 VPC machine, Licensee would be required to obtain 20 VPC entitlements to the Program.

Bundled Programs:

IBM Netcool Operations Insight Operations Management
IBM Netcool Operations Insight Connection
Monitoring

Supporting Programs

Licensee is authorized to install and use the Supporting Programs identified below only to support Licensee's use of the Principal Program under this Agreement. The phrase "to support Licensee's use" would only include those uses that are necessary or otherwise directly related to a licensed use of the Principal Program or another Supporting Program. The Supporting Programs may not be used for any other purpose. A Supporting Program may be accompanied by license terms, and those terms, if any, apply to Licensee's use of that Supporting Program. In the event of conflict, the terms in this License Information document supersede the Supporting Program's terms. Licensee must obtain sufficient entitlements to the Program, as a whole, to cover Licensee's installation and use of all of the Supporting Programs, unless separate entitlements are provided within this License Information document. For example, if this Program were licensed on a VPC (Virtual Processor Core) basis and Licensee were to install the Principal Program or a Supporting Program on a 10 VPC machine and another Supporting Program on a second 10 VPC machine, Licensee would be required to obtain 20 VPC entitlements to the Program.

Supporting Programs:

IBM Netcool Operations Insight Agile Service Manager
IBM Cloud Pak Foundational Services
IBM Storage Fusion
IBM Cognos Analytics User Cartridge for IBM Cloud Pak for Data
IBM Cognos Analytics Administrator Cartridge for IBM Cloud Pak for Data

Prohibited Components

Licensee is not authorized to use any of the following components or functions of the Program:

Application Discovery component (of Netcool Operations Insight Agile Service Manager)
Network Discovery component (of Netcool Operations Insight Agile Service Manager)

Modifiable Third Party Code

To the extent, if any, in the NOTICES file IBM identifies third party code as "Modifiable Third Party Code," IBM authorizes Licensee to 1) modify the Modifiable Third Party Code and 2) reverse engineer the Program modules that directly interface with the Modifiable Third Party Code provided that it is only for the purpose of debugging Licensee's modifications to such third party code. IBM's service and support obligations, if any, apply only to the unmodified Program.

Separately Licensed Code

Each of the components listed in the NON_IBM_LICENSE file is considered "Separately Licensed Code" licensed to Licensee under the terms of the applicable third party license agreement(s) set forth in the NON_IBM_LICENSE file(s) that accompanies the Program, and not this Agreement. Future Program updates or fixes may contain additional Separately Licensed Code. Such additional Separately Licensed Code and related licenses are listed in the applicable NON_IBM_LICENSE file that accompanies the Program update or fix.

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- (b) IBM is not liable for any direct, indirect, incidental, special, exemplary, punitive or consequential damages including, but not limited to, lost data, lost savings, and lost profits.

In addition to the above, the following terms apply to Licensee's use of the Program.

Licensee consents to automated reporting of Licensee's Program usage and telemetry data, including IP address and approximate geolocation. Such data may be used by IBM, its contractors and subprocessors, for their internal business purposes, including management and planning of products and services, supporting, improving and enhancing products and services. Licensee also agrees that Licensee's usage and telemetry data may be accessed by IBM employees or contractors located in any country, within or beyond the European Union. Licensee may disable the Telemetry Data Sharing feature at any time within the Program.

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Red Hat Product:

Red Hat OpenShift Container Platform

- Additional Entitlement Ratio: Initial Resource Unit of Cloud Pak for AI Ops: 200 VPC/ 1 RU. Each additional Resource Unit of Cloud Pak for AI Ops over the Initial Resource Unit: 1 VPC/ 121 RU.

"Additional Entitlement Ratio n/m" means that Licensee receives some number ('n') entitlements of the indicated metric for the identified program for every specified number ('m') entitlements of the specified metric for the Program as a whole. The specified ratio does not apply to any entitlements for the Program that are not of the required metric type. The number of entitlements for the identified program is rounded up to a multiple of 'n'.

The Program, including but not limited to components, files, modules, audio-visual content or related licensed materials, as well as models, algorithms or data provided with the Program (collectively "Licensed Materials"), are IBM confidential information. Licensee agrees to hold the Licensed Materials in trust and confidence for IBM and shall preserve the confidentiality of the Licensed Materials. Licensee agrees that any threatened or actual violation of this confidentiality provision will cause irreparable injury to IBM, and IBM will be entitled to any legal or equitable remedies necessary to make it whole including any preservation measures or necessary injunctive relief that can be provided by an applicable authority capable of granting such measures or relief.

Licensee has implemented and will maintain throughout the term of this Agreement the network, platform, system, application, device, physical infrastructure, incident response, and personnel focused security policies, procedures, and controls that are necessary to

protect the Licensed Materials against loss, alteration, unauthorized disclosure, unauthorized access, and unlawful forms of processing. Licensee will promptly (and in no event any later than 24 hours) notify IBM after becoming aware of any breach or other security incident that Licensee knows, or should reasonably suspect, affects or will affect the Licensed Materials or IBM, and will timely provide information that IBM requests about such security incident and the status of any Licensee remediation and restoration activities.

Licensee will not permit the Licensed Materials to reside on servers located outside of the country in which IBM has made the Licensed Materials available to Licensee.

Connectors to access third-party offerings:

This Program may provide connectors that help the Program interact with the APIs of external applications or data sources. Licensee's connectivity to a non-IBM API via a connector relies on the availability of such an API and an application not provided by the Program. IBM may modify and/or limit use of a connector as required by the API provider.

LICENSE INFORMATION

The Programs listed below are licensed under the following License Information terms and conditions in addition to the Program license terms previously agreed to by Client and IBM. If Client does not have previously agreed to license terms in effect for the Program, the International Program License Agreement (i125-3301-15) applies.

Program Name (Program Number):
IBM Cloud Pak for AIOps (CC034453)
IBM Cloud Pak for AIOps 4.12.0 (5737-M96)

The following standard terms apply to Licensee's use of the Program.

Bundled Programs

Licensee is authorized to install and use the Bundled Programs identified below. A Bundled Program may be accompanied by license terms, and those terms, if any, apply to Licensee's use of that Bundled Program. In the event of conflict, the terms in this License Information document supersede the Bundled Program's terms. The Principal Program and any Bundled Programs are all part of the Program, as a whole. Therefore, Licensee must obtain sufficient entitlements to the Program, as a whole, to cover Licensee's installation and use of all of the Bundled Programs, unless separate entitlements are provided within this License Information document. For example, if this Program were licensed on a VPC (Virtual Processor Core) basis and Licensee were to install the Principal Program or a

Bundled Program on a 10 VPC machine and another Bundled Program on a second 10 VPC machine, Licensee would be required to obtain 20 VPC entitlements to the Program.

Bundled Programs:

IBM Netcool Operations Insight Operations Management
IBM Netcool Operations Insight Connection
Monitoring

Supporting Programs

Licensee is authorized to install and use the Supporting Programs identified below only to support Licensee's use of the Principal Program under this Agreement. The phrase "to support Licensee's use" would only include those uses that are necessary or otherwise directly related to a licensed use of the Principal Program or another Supporting Program. The Supporting Programs may not be used for any other purpose. A Supporting Program may be accompanied by license terms, and those terms, if any, apply to Licensee's use of that Supporting Program. In the event of conflict, the terms in this License Information document supersede the Supporting Program's terms. Licensee must obtain sufficient entitlements to the Program, as a whole, to cover Licensee's installation and use of all of the Supporting Programs, unless separate entitlements are provided within this License Information document. For example, if this Program were licensed on a VPC (Virtual Processor Core) basis and Licensee were to install the Principal Program or a Supporting Program on a 10 VPC machine and another Supporting Program on a second 10 VPC machine, Licensee would be required to obtain 20 VPC entitlements to the Program.

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IBM Cloud Pak Foundational Services
IBM Storage Fusion
IBM Cognos Analytics User Cartridge for IBM Cloud Pak for Data
IBM Cognos Analytics Administrator Cartridge for IBM Cloud Pak for Data

Prohibited Components

Licensee is not authorized to use any of the following components or functions of the Program:

Application Discovery component (of Netcool Operations Insight Agile Service Manager)
Network Discovery component (of Netcool Operations Insight Agile Service Manager)

Non-Production

Licensee may only use the following components as part of Licensee's internal development and test environment for internal non-production activities ("Non-Production").

Non-Production Components:

Tech Preview for Incident Summarization with watsonx.ai

Tech Preview for AIOps Configuration Assistant

Components Not Used for Establishing Required Entitlements

Licensee may install and use the following Program components, under the license terms, but these components are not used to determine the number of entitlements required for the Program.

IBM Cloud Platform Common Services

Modifiable Third Party Code

To the extent, if any, in the NOTICES file IBM identifies third party code as "Modifiable Third Party Code," IBM authorizes Licensee to 1) modify the Modifiable Third Party Code and 2) reverse engineer the Program modules that directly interface with the Modifiable Third Party Code provided that it is only for the purpose of debugging Licensee's modifications to such third party code. IBM's service and support obligations, if any, apply only to the unmodified Program.

Separately Licensed Code

Each of the components listed in the NON_IBM_LICENSE file is considered "Separately Licensed Code" licensed to Licensee under the terms of the applicable third party license agreement(s) set forth in the NON_IBM_LICENSE file(s) that accompanies the Program, and not this Agreement. Future Program updates or fixes may contain additional Separately Licensed Code. Such additional Separately Licensed Code and related licenses are listed in the applicable NON_IBM_LICENSE file that accompanies the Program update or fix.

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- (b) IBM is not liable for any direct, indirect, incidental, special, exemplary, punitive or consequential damages including, but not limited to, lost data, lost savings, and lost profits.

The following units of measure may apply to Licensee's use of the Program.

Managed Client Device

A Managed Client Device is a unit of measure by which the Program can be licensed. A Client Device is a single user computing device or special purpose sensor or telemetry device that requests the execution of or receives for execution a set of commands, procedures, or applications from or provides data to another computer system that is typically referred to as a server or is otherwise managed by the server. Multiple Client Devices may share access to a common server. A Client Device may have some processing

capability or be programmable to allow a user to do work. Licensee must obtain Managed Client Device entitlements for every Client Device managed by the Program.

Managed Device

Managed Device is a unit of measure by which the Program can be licensed. A Device is a physical or virtual component that is managed by the Program. Sufficient entitlements must be obtained to cover all Devices managed by the Program.

Process

Process is a unit of measure by which the Program can be licensed. A Process is an instance of the Program being executed. Sufficient entitlements must be obtained to cover the total number of Processes executing at any point in time.

Resource Unit

Resource Unit is a unit of measure by which the Program can be licensed. Resource Unit is an independent measure of a resource managed by, processed by, or related to the use of the Program. Sufficient entitlements must be obtained to cover every resource managed by, processed by, or related to the use of the Program.

Virtual Processor Core

Virtual Processor Core is a unit of measure by which the Program can be licensed. A Physical Server is a physical computer that is comprised of processing units, memory, and input/output capabilities and that executes requested procedures, commands, or applications for one or more users or client devices. Where racks, blade enclosures, or other similar equipment is being employed, each separable physical device (for example, a blade or a rack-mounted device) that has the required components is considered itself a separate Physical Server. A Virtual Server is either a virtual computer created by partitioning the resources available to a Physical Server or an unpartitioned Physical Server. A Processor Core is a functional unit within a computing device that interprets and executes instructions. A Processor Core consists of at least one instruction control unit and one or more arithmetic or logic units. A Virtual Processor Core is a Processor Core in an unpartitioned Physical Server, or a virtual core assigned to a Virtual Server. Licensee must obtain entitlements for each Virtual Processor Core made available to the Program.

Licensee can deploy the Program (if supported) using full capacity licensing, sub-capacity licensing (<https://www.ibm.com/software/passportadvantage/subcaplicensing.html>), or container licensing (<https://www.ibm.com/software/passportadvantage/containerlicenses.html>). See the linked websites for more information.

Virtual Server

Virtual Server is a unit of measure by which the Program can be licensed. A server is a physical computer that is comprised of processing units, memory, and input/output capabilities and that executes requested procedures, commands, or applications for one or

more users or client devices. Where racks, blade enclosures, or other similar equipment is being employed, each separable physical device (for example, a blade or a rack-mounted device) that has the required components is considered itself a separate server. A virtual server is either a virtual computer created by partitioning the resources available to a physical server or an unpartitioned physical server. Licensee must obtain Virtual Server entitlements for each virtual server made available to the Program, regardless of the number of processor cores in the virtual server or the number of copies of the Program on the virtual server.

In addition to the above, the following terms apply to Licensee's use of the Program.

Conversion Entitlement Details

Log Processing and Analytics

- Conversion Entitlement Ratio: 50 Monthly Gigabyte/7 Resource Units

Metric Processing and Analytics

- Conversion Entitlement Ratio: 1 Managed Device/1 Resource Unit
- Conversion Entitlement Ratio: 20 Managed Client Devices/1 Resource Unit

Event Processing and Analytics

- Conversion Entitlement Ratio: 1 Managed Device/1 Resource Unit
- Conversion Entitlement Ratio: 20 Managed Client Devices/1 Resource Unit
- Conversion Entitlement Ratio: 10000 Monthly Events/7 Resource Units

Infrastructure Automation

- Conversion Entitlement Ratio: 1 Managed Device/1 Resource Unit

Monitoring

- Conversion Entitlement Ratio: 1 Managed Device/1 Resource Unit

Million Event

A Million Event is a unit of measure by which the Program can be licensed. A Million Event is a log event generated from a server, application or device that can be processed for a specific purpose, rounded up to the nearest million. Sufficient entitlements must be obtained to cover the maximum number of Million Events to be collected and processed by the Program at any time.

Conversion Entitlement Ratio n/m" means that Licensee can convert some number ('n') entitlements of the indicated metric for the listed program for every specified number ('m') entitlements of the specified metric for the Program. Once converted, Licensee may only use such converted entitlements for the listed program. The specified conversion does not apply to any entitlements for the Program that are not of the required metric type.

Definitions

Log Processing and Analytics is the capability of the Program to ingest log data to process and analyze it.

Event Processing and Analytics is the capability of the Program to ingest Event data to process and analyze it.

Metric Processing and Analytics is the capability of the Program to ingest Metric data to process and analyze it.

Infrastructure Automation is Infrastructure Management from IBM Cloud Pak for Multicloud Management without any supporting programs or Red Hat products.

"Monitoring" means the following: IBM Tivoli Composite Application Manager for Applications, IBM Tivoli Composite Application Manager for Microsoft Applications, IBM Tivoli Composite Application Manager for Application Diagnostics, IBM Tivoli Composite Application Manager for Transactions for Web and Robotic Response and Tracking, IBM Tivoli Monitoring, and IBM Tivoli Monitoring for Virtual Environments.

Monthly Events

Monthly Events is a unit of measure used to calculate Resource Units by which the Program can be licensed. An Event is an occurrence of a specific event that is processed by or related to the use of the Program. Sufficient entitlements must be obtained to cover every Event in any calendar month. Solely in the case where Events are processed from a cloud service, Event management can be entitled by 10,000 Monthly Events.

Monthly Gigabyte

Gigabyte is a unit of measure by which the Program can be licensed. A Gigabyte is 2^{30} bytes. Licensee must obtain an entitlement for each Gigabyte in any calendar month processed by the Program.

Authorized User

Authorized User is a unit of measure by which the Program can be licensed. An Authorized User is a unique person who is given access to the Program. The Program may be installed on any number of computers or servers and each Authorized User may have simultaneous access to any number of instances of the Program at one time. Licensee must obtain separate, dedicated entitlements for each Authorized User given access to the Program in any manner directly or indirectly (for example, through a multiplexing program, device, or application server) through any means. An entitlement for an Authorized User is unique to that Authorized User and may not be shared, nor may it be reassigned other than for the permanent transfer of the Authorized User entitlement to another person.

Use of Usage Metering Data

The Program enables use of a usage metering dashboard (the "Dashboard") that enables the display and monitoring of certain data and metrics regarding Licensee's deployment and

usage of IBM and non-IBM software programs, as well as the computing environment on which they are deployed ("Usage Metering Data"). Usage of the Dashboard requires registration on either the Red Hat Marketplace or IBM Software Central. Licensee's usage of the Dashboard and IBM's use and sharing of Usage Metering Data are governed by the terms of the Service Description for the Red Hat Marketplace, Operated by IBM, available here: <https://www.ibm.com/support/customer/csol/terms?id=i126-8719>, and if Licensee enables or uses the Dashboard, Licensee agrees to those terms.

Each individual program within Monitoring requires its own allocated Resource Unit per Managed Device

IBM Tivoli Composite Application Manager only requires each individual agent its own allocated Resource Unit per Managed Device when agents are deployed. When agents are not deployed, each IBM Tivoli Composite Application Manager program requires a Resource Unit per Managed Device.

If Licensee is monitoring a virtual environment through a Hypervisor, Licensee must acquire one entitlement for each virtual machine that is visible through the Hypervisor.

If IBM Tivoli Monitoring for Virtual Environments is connected to a VMWare vCenter Server, Licensee must acquire entitlements to cover each vCenter Server, each VMWare ESXi Host Servers, and each virtual machine that is hosted on the managed VMWare ESXi Server.

If IBM Tivoli Monitoring for Virtual Environments is connected to a selected VMWare ESXi Host Server, Licensee must acquire entitlements to cover each VMWare ESXi Server it is connected to and each virtual machine that is hosted on the VMWare ESXi Server.

IBM Storage Fusion

Additional Flat Entitlement: 12 Terabytes (TB) max usable capacity per OpenShift cluster.

"Additional Flat Entitlement" means that regardless of the number of entitlements obtained to the Program, Licensee's use of the listed program is limited to the number of entitlement(s) listed.

Terabyte is a unit of measure by which the Program can be licensed. A Terabyte is 2 to the 40th power bytes. Licensee must obtain an entitlement for each Terabyte available to the Program. Instead of the entitlements required for the Program directly, Licensee must obtain Terabyte entitlements for this Program sufficient to cover the Terabytes managed by the Program.

Use of IBM Storage Fusion is limited to Fusion Data Foundation in internal deployment mode only, and when in internal deployment mode, also excludes disaster recovery, backup components, data cataloging, and advanced encryption with KMS.

Additional Details

IBM Cognos Analytics User Cartridge for IBM Cloud Pak for Data

Additional Flat Entitlement: 24 Authorized Users

IBM Cognos Analytics Administrator Cartridge for IBM Cloud Pak for Data
Additional Flat Entitlement: 1 Authorized User

"Additional Flat Entitlement" means that regardless of the number of entitlements obtained to the Program, Licensee's use of the listed program is limited to the number of entitlement(s) listed.

Licensee consents to automated reporting of Licensee's Program usage and telemetry data, including IP address and approximate geolocation. Such data may be used by IBM, its contractors and subprocessors, for their internal business purposes, including management and planning of products and services, supporting, improving and enhancing products and services. Licensee also agrees that Licensee's usage and telemetry data may be accessed by IBM employees or contractors located in any country, within or beyond the European Union. Licensee may disable the Telemetry Data Sharing feature at any time within the Program.

Red Hat Products

Red Hat Products listed below include software, maintenance and support in the form of Red Hat Software Subscriptions governed by a separate Red Hat Enterprise Agreement set forth at <https://www.redhat.com/en/about/agreements> (or if applicable, a negotiated version of such agreement between Licensee and Red Hat). Under this License Information, Licensee acquires Red Hat Software Subscription entitlements for the listed Red Hat Products in the quantities and/or ratios set out below in this LI. The Red Hat Software Subscription entitlements are applicable and valid only to the extent the Red Hat Products are used in support of the Program, and only while Licensee has IBM Software Subscription and Support (S&S) in effect for the Program. Red Hat Software Subscription entitlements do not include support of the Red Hat Products to run, deploy or otherwise support any software other than the Program, and Licensee acknowledges additional per unit fees at Red Hat standard rates will apply for any broader usage. Red Hat's standard Software Subscription support does not include Red Hat's remote access to Licensee's network and/or systems, but, if the parties mutually agree that remote access is needed for a support issue, such remote access is subject to the terms of the Remote Access Rider to the Red Hat agreement set forth at: <https://www.redhat.com/wapps/tnc/standalone/RemoteAccessRider> (Red Hat login required).

Red Hat Product:

Red Hat OpenShift Container Platform

- Additional Entitlement Ratio: Initial Resource Unit of Cloud Pak for AIOps: 200 VPC/ 1 RU. Each additional Resource Unit of Cloud Pak for AIOps over the Initial Resource Unit: 1 VPC/ 121 RU.

"Additional Entitlement Ratio n/m" means that Licensee receives some number ('n')

entitlements of the indicated metric for the identified program for every specified number ('m') entitlements of the specified metric for the Program as a whole. The specified ratio does not apply to any entitlements for the Program that are not of the required metric type. The number of entitlements for the identified program is rounded up to a multiple of 'n'.

The Program, including but not limited to components, files, modules, audio-visual content or related licensed materials, as well as models, algorithms or data provided with the Program (collectively "Licensed Materials"), are IBM confidential information. Licensee agrees to hold the Licensed Materials in trust and confidence for IBM and shall preserve the confidentiality of the Licensed Materials. Licensee agrees that any threatened or actual violation of this confidentiality provision will cause irreparable injury to IBM, and IBM will be entitled to any legal or equitable remedies necessary to make it whole including any preservation measures or necessary injunctive relief that can be provided by an applicable authority capable of granting such measures or relief.

Licensee has implemented and will maintain throughout the term of this Agreement the network, platform, system, application, device, physical infrastructure, incident response, and personnel focused security policies, procedures, and controls that are necessary to protect the Licensed Materials against loss, alteration, unauthorized disclosure, unauthorized access, and unlawful forms of processing. Licensee will promptly (and in no event any later than 24 hours) notify IBM after becoming aware of any breach or other security incident that Licensee knows, or should reasonably suspect, affects or will affect the Licensed Materials or IBM, and will timely provide information that IBM requests about such security incident and the status of any Licensee remediation and restoration activities.

Licensee will not permit the Licensed Materials to reside on servers located outside of the country in which IBM has made the Licensed Materials available to Licensee.

Connectors to access third-party offerings:

This Program may provide connectors that help the Program interact with the APIs of external applications or data sources. Licensee's connectivity to a non-IBM API via a connector relies on the availability of such an API and an application not provided by the Program. IBM may modify and/or limit use of a connector as required by the API provider.

L/N: L-LCKC-79KSJP

D/N: L-LCKC-79KSJP

P/N: L-LCKC-79KSJP