

Software Policies

Customers downloading Phoenix Software International, Inc. ("Phoenix Software") products ("Software"), corrective service and/or license codes (including disaster recovery codes) agree to adhere to the terms and conditions set forth in the agreement(s) they entered into with Phoenix Software. Additionally, the following policies apply to any of these download transactions.

Disaster Recovery Policy

Phoenix Software International, Inc. perpetual license customers have the right to make copies of their licensed products for disaster recovery purposes at no extra charge. To this end, customers may install, execute, use, copy, test and/or display any of these licensed programs on disaster recovery computers for the duration of each disaster and for the purpose of conducting periodic DR testing/exercises. The same DR rights apply to term license customers, provided that term licensing fees are paid current.

Phoenix expects the DR incidents to be reasonable in number and duration (e.g. one to three tests per year with each disaster recovery test lasting approximately two to three days). In certain cases where more frequent DR tests are required, test should be of a shorter duration with the total hours not exceeding these specifications. Please contact <u>Technical Support</u> if you need an extension. With regard to the Phoenix Software licensed product, no production workload is permitted on the DR computers during drill periods.

Export Control

Phoenix Software International, Inc.'s Software contains technology that is subject to the export control laws and regulations of the United States, potentially including but not limited to the Export Administration Regulations (EAR), and sanctions regimes of the U.S. Department of Treasury, Office of Foreign Asset Controls (OFAC). By downloading this Software, you agree that all exports related to this agreement will be in compliance with these laws and regulations. You shall not, without prior U.S. government authorization, export, or transfer this Software including any of its products, materials, software and/or technology, either directly or indirectly, to any country subject to a comprehensive U.S. trade embargo (currently Cuba, Iran, North Korea, Somalia, Sudan, Syria and Venezuela), or to any person or entity listed on the Entity List or Denied Persons List maintained by the U.S. Department of Treasury. Moreover, you shall not, without proper U.S. government authorization, export, or transfer Phoenix Software's technology to any resident or national of any country subject to a comprehensive U.S. trade embargo. In addition, Phoenix Software's products, materials, software and/or technology may not be exported, re-exported, or transferred to an end-user engaged in activities related to weapons of mass destruction. You further agree that this assurance shall remain in effect even after termination of this Agreement.

References:

U.S. Dept. of Treasury - Specially Designated Nationals List

U.S. Dept. of Treasury - Sanctions Programs and Country Information