



## GENERAL TERMS FOR ANGULARJS LONG-TERM SUPPORT SERVICES

THESE GENERAL TERMS FOR ANGULARJS 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, both as 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 versions 1.6.9 and 1.8.2 of the AngularJS framework. The purchase of one LTS contract entitles the Customer to receive updates for AngularJS versions 1.6.9 or 1.8.2, as will be specified in the Customer’s order form or quote. If LTS on both AngularJS versions is required, the Customer must purchase two separate LTS contracts.
2. The LTS contract will consist of the provision of AngularJS framework builds and patches. OpenLogic will provide these framework builds and patches available for download from 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 AngularJS framework builds and patches that are made available to the Customer in the OpenLogic private repository during the term of the Customer’s LTS contract.
3. Customer acknowledges and agrees that Customer’s access to, and use of, the AngularJS framework builds and patches provided by OpenLogic is subject to the following conditions:
  - a. Customer will only consume the AngularJS framework source code builds provided by OpenLogic as part of Customer’s application build process;
  - b. Customer will not redistribute the AngularJS framework build source code provided to the Customer under the LTS contract, or any portion thereof, in any other format other than minified output of the Customer’s application build process (application creation); and
  - c. Unless otherwise specified in writing on the order form or quote, for each instance purchase for the AngularJS LTS offering, the Customer may install one (1) instance of the available OpenLogic AngularJS LTS framework builds or patches on systems owned by the Customer.
4. OpenLogic AngularJS LTS is being offered for a limited time. When OpenLogic ceases to provide commercial LTS contracts for versions 1.6.9 and 1.8.2 of the AngularJS framework, OpenLogic agrees to license the full source code, including all patches created and/or distributed by OpenLogic, for versions 1.6.9 and 1.8.2 of the AngularJS framework via the MIT license. OpenLogic will open source the builds and patches for public access under the MIT license once the LTS is no longer commercially offered by OpenLogic.
5. Upon the general availability to the market of new versions of web browsers, if a web browser is updated from one major version to another, and if there is the possibility that such update will affect or break the functionality in the use of AngularJS, OpenLogic will offer AngularJS patches with corresponding fixes, but only when new major web browser releases break AngularJS versions 1.6.9 and/or 1.8.2 functionality. The Customer may request fixes for additional browser/version combinations via OpenLogic’s support channels so long as the browser is a member of the currently supported set of browsers in the AngularJS framework.
6. OpenLogic will proactively monitor disclosed Common Vulnerabilities and Exposures (CVEs) reported by the MITRE Corporation on its website located at [cve.mitre.org](http://cve.mitre.org) and, optionally, other reporting sources for CVEs against AngularJS. OpenLogic will provide patches to the AngularJS framework versions 1.6.9 and/or 1.8.2 for

high severity CVEs with CVSS Score 7 and up that are remotely exploitable (via the standard http/s protocols against a website with integrated AngularJS directives). High severity CVEs are evaluated and repaired for the OpenLogic AngularJS Framework versions 1.6.9 and 1.8.2. For purposes of clarity, such fixes are not cross ported against other possible major/minor/patch AngularJS versions other than versions 1.6.9 and 1.8.2. 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 in the AngularJS framework versions 1.6.9 and 1.8.2. OpenLogic will then test any generated fixes and, if viable, provide the Customer with patches via OpenLogic's private repositories.

7. 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](https://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 LTS for AngularJS framework versions 1.6.9 and/or 1.8.2 for such vulnerability as set forth in [Section 6](#) above.
8. EXCEPT AS PROVIDED IN [SECTION 6](#) OF THESE TERMS, ROGUE WAVE MAKES NO OTHER REPRESENTATIONS OR WARRANTIES, AND ROGUE WAVE, ON BEHALF OF ITSELF AND ITS AFFILIATES, 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.
9. 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 AngularJS framework builds and patches provided by OpenLogic, (b) destroy the original and all copies of the AngularJS 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.

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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: \_\_\_\_\_