

# Application Lifecycle Management

## Terms of Use

Last revised: 17 September 2024

By using the Application Lifecycle Management Website, you are agreeing to these Terms of Use.

### 1. WHO THESE TERMS OF USE APPLY TO; WHAT THEY GOVERN

This Application Lifecycle Management Website (this “**Website**”) is for use by certain personnel of (i) Deloitte Touche Tohmatsu Limited (“**DTTL**”), (ii) each member firm of DTTL and the affiliates of such member firms (each a “**Deloitte Firm**”), and (iii) clients and other unrelated parties invited to use this Website by a Deloitte Firm. DTTL and the Deloitte Firms and any of their related entities are referred to herein collectively as the “**Deloitte organization**”. Partners, principals, directors and employees of entities within the Deloitte Organization are not subject to these Terms of Use (these “**Terms**”) but rather to the usage terms found [here](#).

As noted above, each Deloitte Firm may invite personnel who are not part of the Deloitte organization to use this Website pursuant to these Terms. If you are such an invitee, these Terms are applicable to you (and further references below to “**you**” and “**your**” refers to you as such an invitee).

Prior to your use (or continued use) of this Website, you must agree to these Terms on behalf of both yourself and the company, organization, or other legal entity that you work for as a partner, principal, director, employee, or contractor and, if applicable, its affiliates (“**Company**”). Thereafter, these Terms shall be a legally binding agreement between you and Company on the one hand, and the Deloitte Firm that invited you to this Website on the other (referred to herein as “**we**”, “**us**” or “**our**”).

Company has requested that we grant you access to specific sections of this Website (the “**Permitted Sections**”).

Where you or Company are our client and we have agreed, pursuant to an engagement letter or other contract (each an “**Engagement Letter**”) to the performance of services or delivery of deliverables (an “**Engagement**”), then all Engagement services and deliverables shall be governed by the Engagement Letter and, where applicable, these Terms. As set forth more fully in **Section 12A**, in the event of any conflict between an Engagement Letter and these Terms, the terms of the Engagement Letter shall control with respect to the applicable Engagement. Where neither you nor Company are our client, these Terms shall apply except as set forth in **Section 12A**.

Although parts of these Terms may reference other entities in the Deloitte organization, these Terms are only with us and not with any of those other entities.

### 2. REGISTRATION AND RELATED MATTERS; CERTAIN RESTRICTIONS

#### A. Eligibility

1. **In General**. To be eligible to use this Website, you must be at least 18 years old and have full power and authority to enter into these Terms on behalf of yourself and Company. You must also not be prohibited from entering into these Terms or using any portion of this Website by us, Company, any other party, or any contractual, regulatory or other legal restrictions. You hereby represent and warrant to us that you meet these eligibility requirements.

2. Your obligation to keep us informed. You must notify us if circumstances change such that you are no longer in compliance with the eligibility requirements set forth in the paragraph above.

#### **B. Certain restrictions applicable to your User Account and general usage of this Website**

In order to use this Website, you must register for a user account (“**User Account**”). You and Company are responsible for anything that happens through your User Account until it is deactivated. Without limiting the foregoing, you and Company agree to the following:

1. You will only create and maintain one User Account at any given time, which shall be for you alone and not shared or transferred to anyone else.
2. You will only access the Permitted Sections and will not hack into or otherwise attempt to access other areas of this Website.
3. You and Company will keep your User Account password secure and confidential.
4. You will not remove any copyright, trademark or other proprietary rights notices found on this Website or its content.
5. You and Company will comply with all laws applicable in accessing and using this Website, including all regulations, governmental order or decrees applicable in accessing and using this Website, including all data privacy, export control, copyright, and securities laws and regulations.
6. You will immediately cease all use of your User Account and this Website upon the termination of your employment or other work relationship with Company. Company must notify us in writing of such termination, and Company remains responsible for your actions with respect to your User Account and this Website until such notification and related deactivation of your User Account.
7. You and Company will not reverse engineer, decompile or otherwise attempt to derive the source code for any underlying software related to this Website, or adapt, modify or create derivative works based on this Website or its underlying technology.
8. You and Company will not engage in any action that directly or indirectly interferes with the proper working of, disrupts any service, device, data, account or network, or places an unreasonable load on, our infrastructure, including spamming and the distribution of computer viruses, malware, or other malicious code.
9. In connection with the use of the Website, you and Company will not engage in any action that directly or indirectly (i) poses a security risk to the Website, or any third party’s systems, infrastructure or networks, (ii) violates the rights of others, or (iii) could harm the Website or impair anyone else’s use of it. You and Company will not use the Website in connection with any other application or in a situation where the failure of the Website could lead to the death or serious bodily injury of any person, or to severe physical or environmental damage.
10. You or Company will notify us immediately upon becoming aware of any unauthorized use of your User Account or any other breach of the above obligations.

### **3. COMPANY CONTENT**

#### **A. Your and Company’s obligations regarding your Company Content:**

You and Company are solely responsible for all data, documents, files, comments, and other information or materials about you or Company, regardless of whether received from, or provided by, you, Company, or any third party (“**Company Content**”).

Without limiting the foregoing, you and Company will ensure the following:

1. The provision of Company Content has been appropriately authorized by Company.
2. Company Content does not contain any content that could be reasonably viewed as false, offensive, indecent, defamatory, libelous, harassing, threatening, or otherwise harmful. We will assume that the Company Content is complete and accurate, and will not independently verify its completeness or accuracy.
3. Company Content, and the provision of it, including by you through this Website, does not violate any laws, rules, regulations or professional standards that are applicable to you or Company, including any third-party privacy right, or third-party copyright, trademark or other intellectual property right.

#### **B. Access to and use of Company Content**

You and Company agree to the following with respect to Company Content:

1. Company Content may be available, via this Website, to us, any other Deloitte Firm, and to other persons whom Company (or our client, where Company is not our client) has authorized to access the Permitted Sections, including, potentially, persons outside the Deloitte organization.
2. Deloitte organization personnel and our contractors (which may include third parties providing services to us, such as administration, support, management, or hosting of) may also access Company Content for limited periods of time in some limited circumstances, such as site administration, troubleshooting, system maintenance, emergencies, or other technical support, or if required by law or other valid legal process. Deloitte organization personnel and our contractors with this access will be subject to confidentiality obligations.
3. We may review and remove some or all of the Company Content if we believe it has been provided in violation of these Terms or an applicable Engagement Letter or if it is outdated or no longer relevant to users of this Website. However, unless stated otherwise in an Engagement Letter or as may be required by an Engagement, we are not required to verify the completeness, authenticity, or timeliness of, or to review the nature or content of, any Company Content.
4. We may use Company Content in accordance with the terms of the applicable Engagement Letter. If there is no Engagement Letter, then we may use Company Content for the internal purposes of one or more Deloitte organization entities.
5. The Website may be hosted, supported, or maintained in countries outside of your or Company's home jurisdiction, and Company Content may be stored in those countries. Due to the nature of this Website, any information sent or uploaded to this Website may also be accessible outside your or Company's home jurisdiction. As such, this may involve the transfer of Company Content to countries or regions without data protection rules similar to those in effect in your home jurisdiction. By registering for or using this Website, you and Company consent to those transfers and the storage of Company Content in those countries.

#### **4. OTHER DISCLOSURE OF YOUR INFORMATION; PRIVACY**

You and Company acknowledge and agree that we may disclose your User Account information (including any information you provide in connection with multi-factor authentication (i.e., first name, last name, corporate email address, corporate cell / telephone number)) and Company Content to others if we have a good faith belief that such action is reasonably necessary to comply with law, regulatory requirements, professional standards, or prevent harm, or as otherwise provided in the applicable Engagement Letter, these Terms or the Privacy Statement. Please review the [Privacy Statement](#) for more information regarding the ways in which

your personal information is collected in connection with your use of this Website, the purposes for which your personal information is used, and how it is shared.

## 5. YOUR USE OF THIS WEBSITE

### A. In general

On the condition that you comply with all your obligations under these Terms, we grant you a limited, revocable, nonexclusive, non-assignable, non-sublicensable right to access and use the Permitted Sections only as expressly permitted herein.

### B. Your use of Website Content and Website Technology

As used herein, “**Website Content**” means user manual or documentation and any content on this Website, including content that is provided by us, any other entity within the Deloitte organization or a third party (including Micro Focus LLC).

As used herein, “**Website Technology**” means any software code, program, process, tool or device on this Website.

Except as otherwise provided in an applicable Engagement Letter, you and Company will:

1. Maintain the confidentiality of the Website Content and Website Technology using at least the same degree of care as Company uses in maintaining its own proprietary and/or confidential information, but in no event using less than a reasonable degree of care.
2. Use the Website Content and Website Technology solely in connection with the applicable Engagement. Under no circumstances shall the Website Content and Website Technology be used as a service bureau for you or Company’s internal business purposes unrelated to the Engagement.
3. Except as may be required by law, limit access to the Website Content solely to those persons who have a direct and immediate need of such access and who are obligated to maintain its confidentiality.
4. Ensure that all copies of the Website Content (printed or electronic) retain and/or reflect any copyright, confidentiality, or other legal notice that appears on or with such material when accessed on this Website.
5. Not copy, download, reproduce, modify or distribute the Website Technology in whole or in part, except as may be expressly permitted elsewhere in writing outside of these Terms.

For purposes of clarity, Company's usage and/or ownership rights with respect to any software code that is a deliverable under an Engagement Letter or licensed under any other agreement is governed by the terms of such document and not by these Terms, even if such code is provided to you or Company via this Website.

You are not granted any administrator rights or access to this Website.

## 6. NO PROFESSIONAL RELATIONSHIP

You and Company acknowledge and agree that no professional relationship of any nature is created by your use of this Website or by any correspondence or communication with us or any other person or entity relating to this Website. For clarification, if a professional relationship already exists with us (e.g., pursuant to an Engagement Letter), it will not be terminated by your use of this Website.

The infrastructure of, and certain Website Technology and content found on, this Website are provided to us by DTTL or one or more of its related entities or other third parties. However, your use of this Website is solely at our invitation, and neither DTTL nor any of those related entities is providing a service to you or

Company or entering into a professional relationship with you or Company by way of this Website. Unless otherwise set forth specifically in a separate written agreement, any service that you receive and relationship that you have with respect to this Website is with us alone and is governed by these Terms and any related Engagement Letter.

## **7. AVAILABILITY AND ACCESS**

### **A. Availability**

We will endeavor to provide reasonable notice of any modifications to this Website that are likely to materially affect access to this Website or this Website. However, we reserve the right to modify, replace, refuse access to, suspend, limit, disable, or discontinue this Website and its functionality, in whole or in part, in our sole discretion, with or without notice.

Accordingly, you and Company should have in place appropriate measures for ensuring the retention of copies of all Company Content. You and Company may not use this Website as a document archive or storage facility.

### **B. Access and Mobile Access**

It is your responsibility to ensure that you have software and hardware that are capable of effectively accessing this Website via an internet service provider. You are also responsible for all charges and necessary permissions related to accessing this Website through your internet provider.

We may offer access to this Website through mobile applications created by us or third party developers. If you use this Website through a mobile device, you agree that information about such usage may be communicated to us, including information about your mobile carrier, your mobile device, or your physical location. You are responsible for all charges and necessary permissions related to accessing this Website through your mobile access provider. Note that, by using any downloadable application to enable your use of this Website, you will be required to accept the terms of the end-user license agreement associated with the application.

## **8. CERTAIN INTELLECTUAL PROPERTY RIGHTS**

### **A. This Website.**

This Website and its contents are protected by copyright, trademark and other laws of various countries around the world. We and our licensors reserve all rights not expressly granted in these Terms.

### **B. Names and Logos.**

“Deloitte”, “Touche”, “Tohmatsu”, “Deloitte Touche Tohmatsu”, “Deloitte & Touche”, the Deloitte logo, and local language variants of the foregoing trademarks, and certain product names that appear on this Website (collectively, the “**Deloitte Marks**”), are trademarks or registered trademarks of entities within the Deloitte organization. Except as expressly provided in these Terms or as expressly authorized in writing by the relevant trademark owner, neither you nor Company shall use any Deloitte Marks either alone or in combination with other words or design elements, including in any press release, advertisement, or other promotional or marketing material or media, whether in written, oral, electronic, visual or any other form.

References to other parties’ trademarks on this Website are for identification purposes only and do not

indicate that such parties have approved this Website or any of its contents. These Terms do not grant you any right to use the trademarks of other parties.

## **9. LIMITATIONS OF LIABILITY; INDEMNITY**

*Neither we nor any other entity within the Deloitte organization is, by means of permitting you access to this Website (including all Website Technology, Website Content, output, and other Content), rendering professional advice or services to you or your Company. Before making any decision or taking any action that might affect your or your Company's finances or business, you or your Company should consult a qualified professional advisor. For clarity, the terms of an Engagement Letter will govern any service or deliverables that we provide under it, even if they are accessible by or delivered via this website.*

*Although we take commercially reasonable steps to make this Website useful and secure, to the extent allowed under law, this Website (including all Website Technology, Website Content, output, and other content) are provided “as is” and “as available”, and without warranty of any kind. No entity within the Deloitte organization nor any Supplier has any obligation to provide maintenance and support services or any update, upgrade, enhancement, new functionality, modification, patch, bug fixes, or similar deliverable with respect to this Website. Without limiting the foregoing, and to the extent permitted by law, regulation, and the rules and professional standards applicable to us and our services, we do not warrant that this Website will be available, secure, error-free, free from viruses or malicious code, or will meet any particular criteria of performance or quality, and we expressly disclaim all implied warranties, including any warranties of merchantability, title, fitness for a particular purpose, non-infringement, compatibility, security, and accuracy.*

*To the extent permitted by law, regulation, and the rules and professional standards applicable to us and our services: (a) your and Your Company's use of this Website (including all Website Technology, Website Content, output, or other content) is at your own risk and you and your Company assume full responsibility and risk of loss resulting from your use, including with respect to loss of service or data; and, (b) we will not be liable for any damages whatsoever relating to use of this Website (including the Website Technology, Website Content, output and other content), regardless of whether the damage is direct, indirect, special, incidental, consequential, punitive or otherwise, and regardless of whether it is based in an action of contract, statute, tort (including negligence), or otherwise.*

As noted above, this Website may include links that may lead to third party resources, websites, or tools, over which we have no control, including those maintained or provided by other Deloitte organization entities. We do not endorse those resources, websites or tools, and we make no representations or warranties as to the accuracy of, or any other aspect relating to, them.

The limitations of liability above apply not only to us, but also to all the other entities within the Deloitte organization and to our and their respective personnel and Suppliers.

To the extent permitted by law, regulation, and the rules and professional standards applicable to us and our services, your Company shall indemnify us and

all of the other entities within the Deloitte organization, and our and their personnel and Suppliers against all costs, claims, losses or expenses incurred by or made against any of the foregoing as a result of any breach by you or your Company of these Terms, including any third-party claim that any Uploaded Data infringes any intellectual property or other right of any person or entity.

Some laws, regulations, or rules and professional standards applicable to us or our services may not allow certain limitations on liability or indemnities, so some or all of these limitations or the indemnity may not apply to you or your Company. If any limitation of liability or indemnity stated in this Section 10 is invalid or unenforceable in any jurisdiction, then (1) in that jurisdiction it will be re- construed to the maximum effect permitted by applicable law, regulation, or rule or professional standard to effect its intent as nearly as possible and the remaining terms will remain in full force and effect, and (2) in every other jurisdiction all of these terms will remain in full force and effect.

## **10. USER ACCOUNT DEACTIVATION**



## **A. Deactivating Your User Account**

You or Company may deactivate your User Account, for any or no reason, at any time, with written notice to us as per **Section 11 (Notices)**. This notice will be effective upon our processing such notice.

We may deactivate your User Account for any reason or no reason, at any time, with or without notice, effective immediately or as may be specified in any given notice. Without limiting the foregoing, your User Account may be deactivated by Website administration (i) once you no longer require access or (ii) if inactive for more than 30 days.

## **B. Effect of Deactivation**

1. Usage. Deactivation of your User Account results in the immediate termination of your license to access and use this Website, and also the disabling, as soon as possible, of your technological access to this Website. In addition, we may bar you from any future use of this Website and also block access to this Website from any IP address or range of IP addresses associated with you.
2. Surviving Terms. **Section 5A** of these Terms shall not survive deactivation of your User Account and termination of your license to access and use this Website. The remainder of these Terms shall survive.

## **11. NOTICES**

- A. Notices from us to you.** Any notices from us to you regarding this Website may be by any of the following methods: (i) general postings to users on this Website, (ii) any communicative function available through your User Account, and (iii) the email address or physical address contact information associated with your User Account. It is your responsibility to keep the contact information in your User Account current and accurate.
- B. Notices from you to us.** Any notices from you to us regarding this Website must be in writing and sent to the contact provided for us in the Engagement Letter, if any, or to such other contact as we may provide. Such notices should be provided using the same mechanism provided for notices in the Engagement Letter. If there is no Engagement Letter or it does not provide for notices, then notices from you to us must be by any of the following methods: (i) electronic mail; (ii) personal delivery; or (iii) a globally or nationally (as the case may be) recognized express mail, courier, or delivery service (“**Express Courier**”). A notice sent by electronic mail shall be deemed given on the date of electronic confirmation of receipt. A notice sent by personal delivery or Express Courier shall be deemed given on the date of receipt or refusal of receipt.

## **12. GENERAL TERMS**

### **A. Entire Agreement; Engagement Letter**

Subject to the following two sentences, these Terms constitute the full and complete agreement between you and Company on the one hand, and us on the other, with respect to the subject matter hereof, and supersede any oral and prior written agreements with respect to such subject matter. In the event of any conflict between these Terms and an Engagement Letter, the terms of the Engagement Letter shall control with respect to the applicable Engagement.

Where (i) neither you nor Company are our client and your activity on this Website is not covered by an Engagement Letter and (ii) we have entered into a separate written agreement with you or your Company with respect to this Website, then, in the event of a conflict between such agreement and these Terms, such agreement shall control.

### **B. Amendments to these Terms**

**We may revise these Terms at any time in our sole discretion by posting such revised terms at this**

**Terms of Use link in this Website (i.e., this webpage that you are currently viewing) or elsewhere on this Website, or otherwise notifying you in accordance with Section 11 (Notices). Such revised terms shall be effective to you upon posting or other notice, unless otherwise explicitly stated by us.**

**It is your and Company's responsibility to be aware of any such revised terms by checking here and reading your notices.**

If you or Company does not agree with any of these Terms as they may be amended from time to time, you should deactivate your User Account as per **Section 10 (Termination)**.

#### **C. No informal waivers, agreements or representations**

No waiver of any breach by you or Company, or of any objection to any act or omission connected therewith, shall be implied or claimed by you or Company or be deemed to constitute a consent to any continuation of such breach, act or omission, unless contained in a writing signed by us.

#### **D. Dispute resolution; equitable relief**

1. Choice of Law; etc. Any choice of law, venue, and dispute resolution terms and procedures applicable to the Engagement Letter shall govern these Terms, and all rights and obligations arising from or otherwise relating to them. In the event no Engagement Letter exists, then (i) these Terms shall be governed by, construed in accordance with, and enforced under the laws (both substantive and procedural) of the State of New York, USA (but specifically excluding the United Nations Convention on Contracts for the International Sale of Goods), without reference to principles of conflict of laws; (ii) you, Company and we agree to submit to the exclusive jurisdiction and venue of the federal and state courts situated in New York State with respect to any dispute arising hereunder or in connection with such rights and obligations and (iii) you, Company and we also agree to irrevocably waive any right to a jury trial in any action, proceeding or counterclaim relating to these Terms.

Notwithstanding the above, we shall still be allowed to apply for injunctive remedies (or an equivalent type of urgent legal relief) in any jurisdiction.

2. Equitable Relief. In no event shall you or Company seek or be entitled to rescission, injunctive or other equitable relief, or to enjoin or restrain the operation, use or exploitation of this Website or any part of it, including any Website Technology or Website Content. We shall be entitled to injunctive or other equitable relief in order to prevent, mitigate or remedy the breach or continuing breach of these Terms.

#### **E. Remedies not exclusive**

Exercise or enforcement of a right or remedy given in these Terms shall not be in lieu of enforcement of other rights or remedies otherwise existing at law or equity, unless specifically waived in writing.

#### **F. Severability**

If any term in these Terms is invalid or unenforceable in any jurisdiction, then (i) in that jurisdiction it shall be re-construed to the maximum extent permitted by law to effect its intent as nearly as possible and the remaining terms shall remain in full force and effect, and (ii) in every other jurisdiction all these Terms shall remain in full force and effect.

#### **G. No construction against the drafter**

If an ambiguity or question of intent or interpretation arises with respect to these Terms, these Terms will be construed as if drafted jointly by you, Company and us, and no presumption or burden of proof will arise favoring or disfavoring any of those parties by virtue of authorship of these Terms.

#### **H. Assignment and delegation.**

You and Company may not assign or delegate any rights or obligations under these Terms, and any

such purported assignment or delegation shall be ineffective. We may freely assign or delegate all rights and obligations under these Terms, fully or partially, without notice to you or Company. These Terms shall be binding upon your, Company's and our successors and permitted assigns.

**I. Relationship of the parties; third party beneficiaries.**

No agency, partnership, franchise, or joint venture is created by these Terms between you and Company on the one hand, and us on the other.

Certain Deloitte Firms and DTTL and its related entities are third party beneficiaries to certain sections of these Terms and may enforce specific rights hereunder.

**J. Language.**

In the event that we have provided you or Company with a translation of the English language version of these Terms, the Privacy Statement and/or any other documentation, you and Company agree that the translation is provided for convenience only and that the English language version governs your relationship with us.

**K. Construction.**

1. Agreement Headings and Numbering. Paragraph or Section numbers and headings that are used in these Terms are included for convenience only and, if there is any conflict between any such numbers and headings and the text of these Terms, the text shall control.
2. Including. As used in these Terms, the word "including" means "including, without limitation," and the word "include" means "include, without limitation,".

**L. Feedback.**

You, on behalf of yourself and Company, hereby assigns and conveys to us, without additional compensation, all right, title, and interest worldwide in and to all feedback provided in connection with this Website by you or Company, including all patent, copyright, trademark, trade secret, and other intellectual property rights in the feedback, together with all goodwill and claims appurtenant thereto and the right to modify and create derivative works therefrom as we may determine in its sole discretion. You, on behalf of yourself and Company, hereby irrevocably waive all rights with respect to the foregoing (including all rights of attribution, rights of integrity, rights of publicity or privacy, moral rights, and/or rights to inspect or approve any materials incorporating the feedback or any use thereof).