

**EAGLE PARENT, INC  
EPICOR SOFTWARE CORPORATION  
ACTIVANT SOLUTIONS, INC.**

**WORLDWIDE CODE OF BUSINESS  
CONDUCT AND ETHICS**

**(AS ADOPTED - JULY 2011)**

# **WORLDWIDE CODE OF BUSINESS CONDUCT AND ETHICS**

## **Introduction**

This Worldwide Code of Business Conduct and Ethics (the “Code”) is intended to ensure compliance with legal requirements and our standards of honest and ethical business conduct. Anyone conducting business for Eagle Parent, Inc. Activant Solutions, Inc., or Epicor Software Corporation or any of their subsidiaries or affiliates (collectively the “Company” or “we”), including employees, officers, directors, and, when engaged to represent or perform work for or on behalf of the Company, contractors and agents (each, a “Representative” or “you”), is expected to read and understand this Code, adhere to these standards in day-to-day activities, and comply with all applicable policies and procedures. All Representatives must conduct themselves accordingly and seek to avoid even the appearance of improper behavior.

If a law conflicts with a policy in this Code, you must comply with the law. If you become aware of such a conflict you should immediately notify the Legal Department. If you have any questions about this Code or its application, you should discuss your questions with your manager or the Legal Department.

Those who violate the standards in this Code will be subject to disciplinary action, up to and including termination of employment. If you are in a situation which you believe may violate or lead to a violation of this Code, follow the guidelines described in Section 15 of this Code.

**This Code is not the exclusive source of guidance and information regarding the conduct of our business. You should also consult applicable separate Company policies and procedures in specific areas as they apply.**

## **1 Compliance with Laws, Rules and Regulations**

Honest and ethical conduct are critical to our business. All Representatives have a duty to comply with applicable law, both to the letter and in spirit, and we expect you to act in an honest, ethical and professional manner.

## **2 Conflicts of Interest**

You are expected to conduct business within guidelines that prohibit actual and potential conflicts of interest. An actual or potential conflict of interest occurs when you are in a position to influence a decision that may result in a personal gain for you, a relative or a significant other as a result of the Company’s business dealings. (See paragraph 2.4 below for the definitions of “relative” and “significant other”.) For instance, personal gain may result when an employee or relative has significant ownership in a company with which the Company does

business, or when any kickback, bribe, substantial gift, or special consideration is provided to an employee by a third party as a consequence of the employee's involvement in a Company business transaction.

If you have any influence on transactions involving purchases, contracts, leases or other corporate affairs, you must disclose to your manager the possibility of any actual or potential conflict of interest so that safeguards can be established to protect you, the Company and any third parties involved in the transaction.

The following guidelines have been developed to help you avoid any activity, agreement, business investment, or interest that could be in conflict with the Company's interests or that could interfere with your duty and ability to best serve the Company. If you are unsure whether a conflict exists, please seek further clarification by contacting your manager or the Legal Department for more information.

2.1 **Employment/Outside Employment.** You are expected to devote your full attention to your Company responsibilities. You may not engage in any activity that would interfere with your job performance or responsibilities. Outside employment or activities that do not present such a conflict may be acceptable but you may not work for any Company supplier, reseller, customer, developer or competitor, or in any activity that is in the Company's present or reasonably anticipated future business plans. Additionally, you must disclose to us any interest you have that may conflict with the Company's business.

2.2 **Outside Directorships.** It is a conflict of interest to serve as a director of any company that competes with any Company entity. Although you may serve as a director of a Company supplier, customer, developer, or other business partner, our policy requires that you first obtain approval from the Company's General Counsel or Chief Financial Officer before accepting a directorship. Any compensation you receive must be commensurate to your responsibilities.

2.3 **Business Interests.** If you or a relative or significant other (as defined below) are considering investing in a Company customer, supplier, developer or competitor, you must first take great care to ensure that there is no conflict of interest. While the Company respects your right to manage your investments and does not wish to interfere with your personal life, you are responsible for avoiding situations that present – or create the appearance of – a potential conflict between your interests and those of the Company. Many factors should be considered in determining whether a conflict exists, including: the size and nature of the investment, your ability to influence the Company's decisions; your access to confidential information of the Company or of the other company; and the nature of the relationship between the Company and the other company. There are some obvious situations that can result in a conflict of interest, such as you, your relative or your significant other:

- having a substantial financial interest in a supplier, competitor or customer;
- having an interest in a transaction in which it is known that the Company is, or may be, interest;
- taking advantage of the Company's opportunities for profit; or
- receiving fees, commissions, or other compensation from a supplier, competitor, or customer of the Company.

2.4 **Related Parties.** You should avoid conducting Company business with a relative or significant other, or with a business in which a relative or significant other is associated in any significant role. "Relatives" include spouse, sister, brother, daughter, son, mother, father, grandparents, aunts, uncles, nieces, nephews, cousins, step relationships, in-laws as well as persons living in a spousal/domestic partner or familial fashion with an employee. "Significant others" include persons living in a spousal/domestic partner or familial fashion with an employee or with whom the employee has a business or investment relationship outside the Company.

If a related party transaction appears to be unavoidable, you must fully disclose the nature of the related party transaction to your divisional or functional Vice President and to our Chief Financial Officer. If the related party transaction is determined by the Company's Chief Financial Officer to be material to the Company, the Company's Audit Committee must review and approve the matter in writing in advance of any such related party transactions. The most significant related party transactions, particularly those involving the Company's directors or executive officers, must be reviewed and approved in writing in advance by the Company's Audit Committee. The Company must report all such material related party transactions under applicable accounting rules. Any dealings with a related party must be conducted in such a way that no preferential treatment is given to the related party.

2.5 **Employment of Relatives.** The Company discourages, without approval of the Vice President of Human Resources, the employment of relatives and significant others in positions or assignments within the same department and prohibits the employment of such individuals in positions that have a financial dependence or influence (e.g., an auditing or control relationship, or a supervisor/subordinate relationship) (a "Prohibited Relationship"). If a question arises about whether a relationship is covered by this policy, the Human Resources Department is responsible for determining whether an applicant or transferee's acknowledged relationship is covered by this policy. If a Prohibited Relationship exists or develops between two employees, the employee in the senior position must bring this to the attention of his/her manager. The Company may, in its discretion, separate the individuals at the earliest possible time, either

by reassignment or by termination of employment, if necessary.

2.6 **Gifts and Gratuities.** Under no circumstances may anyone acting on behalf of the Company accept any offer, payment, promise to pay, or authorization to pay any money, gift, or anything of value from customers, vendors, consultants, etc. that could be perceived as, or is intended to, directly or indirectly, influence any business decision, any act or failure to act, any commission of fraud, or opportunity for the commission of any fraud. Similarly, you may not offer or make any such payments or gifts. Inexpensive and customary non-cash gifts, infrequent business meals, celebratory events and entertainment, provided they are not excessive or create an appearance of impropriety and are not intended for an improper purpose such as gaining an improper advantage, do not violate this policy. Questions regarding whether a particular payment or gift violates this policy are to be directed to our Human Resources Vice President, or his or her delegate.

2.7 **Corporate Opportunities.** Unless expressly provided otherwise, you are prohibited from taking or diverting opportunities that you discover as a result of your role with the Company or through the use of Company property or information, unless the opportunity is disclosed fully in writing to the Company's Chief Financial Officer, or in the case of the Company's executive officers and directors, to the Board of Directors, and the Company declines to pursue such opportunity. You may not use corporate property, information or your position with or for the Company for improper personal gain, and you may not compete with the Company directly or indirectly. Employees, officers and directors owe a duty to the Company to advance its legitimate interests when the opportunity to do so arises.

2.8 **Other Situations.** Because other conflicts of interest may arise, it would be impractical to attempt to list all possible situations. If a proposed transaction or situation raises any questions or doubts in your mind, you should consult the Company's Human Resources Vice President or Legal Department for guidance.

### **3 Protecting Confidential and Proprietary Information**

The Company's confidential information is a valuable asset that everyone must protect. All confidential information must be used for Company business purposes only and safeguarded by everyone. This responsibility includes not disclosing Company confidential information such as information regarding the Company's products or business over the Internet. Protecting information includes its proper labeling, safeguarding, securing and disposal in accordance with the department or Company record retention policy applicable to that information and also extends to confidential information of third parties that the Company has rightfully received under Non-disclosure Agreements or any other agreement.

As a condition of employment or engagement as a service-provider to the Company, you are required to sign a Proprietary Information, Inventions, and Ethics Agreement or similar type of agreement. This agreement sets forth rules regarding confidentiality, discusses prior inventions, requires employees to list items they may be bringing from a prior employer, and requires the assignment of inventions and other proprietary rights to the Company. Compliance with this agreement is an obligation of confidence and trust with respect to Company business information and applies to the business of any client, customer, or other business affiliate of any Company entity. If you improperly use or disclose trade secrets or confidential business information, you will be subject to disciplinary action, up to and including termination of your relationship with the Company and legal action, even if you do not actually personally benefit from the disclosed information.

3.1 **Disclosure of Company Confidential Information.** To further the Company's business, from time to time our confidential information may need to be disclosed to potential business partners. However, such disclosure should never be done without carefully considering its potential benefits and risks. If you determine in consultation with your manager and other appropriate Company management that disclosure of confidential information is necessary, you must ensure that an appropriate written nondisclosure agreement is signed prior to the disclosure. The Company has standard nondisclosure agreements suitable for most disclosures. You must not sign a third party's nondisclosure agreement or accept changes to the Company's standard nondisclosure agreements without review and approval by the Legal Department.

3.2 **Requests by Regulatory Authorities.** The Company must cooperate with appropriate government inquiries and investigations. All government or regulatory requests for information, documents or investigative interviews must be referred immediately to the Legal Department.

3.3 **Handling the Confidential Information of Others.** The Company has many kinds of business relationships with many companies and individuals. Sometimes, these companies and individuals will provide the Company with confidential information about their products or business plans to permit the Company to evaluate a potential business relationship. We must take special care to handle the confidential information of others responsibly and in accordance with any agreements we have with those parties.

(i) **Appropriate Nondisclosure Agreements.** Confidential information may take many forms. An oral presentation about a company's product development plans may contain protected trade secrets. A customer list or employee list may be a protected trade secret. A demonstration of an alpha version of a company's new software may contain information protected by trade secret and copyright laws.

You should never accept information offered by a third party that is represented

as confidential, or which appears from the context or circumstances to be confidential, unless an appropriate nondisclosure agreement has been signed with the party offering the information. The Legal Department can provide nondisclosure agreements to fit any particular situation, and will help guide appropriate execution of such agreements. Even after a nondisclosure agreement is in place, you should accept only the information necessary to accomplish the purpose of receiving it, such as a decision on whether to proceed to negotiate a deal. If more detailed or extensive confidential information is offered and it is not necessary for your immediate purposes, it should be refused or promptly returned.

(ii) ***Need-to-Know.*** Once a third party's confidential information has been disclosed to the Company, we have an obligation to abide by the terms of the relevant nondisclosure agreement and limit the information's use to the specific purpose for which it was disclosed. You may only disseminate it to other Representatives with a need to know the information. Everyone involved in a potential business relationship with a third party must understand and strictly observe the restrictions on the use and handling of confidential information at all times irrespective of actual knowledge or any non disclosure agreement having been signed. When in doubt, consult the Legal Department.

(iii) ***Notes and Reports.*** When reviewing the confidential information of a third party under a nondisclosure agreement, it is natural to take notes or prepare reports summarizing the results of the review. Notes or reports, however, can include confidential information disclosed by the other party and should be treated just as any other disclosure of confidential information is treated: marked as confidential and distributed only to those Company employees with a need to know.

(iv) ***Competitive Information.*** You should never attempt to obtain a competitor's confidential information by improper means, and you should especially never contact a competitor regarding their confidential information. While the Company may, and does, employ former employees of competitors, we recognize and respect the obligations of those employees not to use or disclose the confidential information of their former employers.

(v) ***Privacy.*** The Company is committed to protecting individual consumer, medical, financial and other sensitive personal information that the Company collects from, has access to, or maintains concerning personnel or individual consumers or customers by complying with all applicable privacy and data protection laws, regulations and treaties. Employees must take care to protect individually identifiable personnel, consumer or customer information and other sensitive personal information from inappropriate or unauthorized use or disclosure.

Employees may not acquire, use, or disclose individual personnel, consumer or customer information in ways that are inconsistent with the Company's privacy policies, this Code or with applicable laws or regulations. Employees should

consult with the Legal Department before establishing or updating any system, process, or procedure to collect, use, disclose, access, or transmit individual personnel, consumer or customer information, medical or financial records, or other sensitive personal information.

Personal items, files, messages or information that you consider private should not be placed or kept anywhere in the Company workplace, such as in telephone systems, office systems, electronic files, desks, credenzas, or offices. Company management has the right to access those areas and any other Company furnished systems and facilities. All Employees accept and agree (and will confirm such acceptance and agreement in writing if requested by the Company) that Company shall have the right to intercept and access their files and emails on the Company's IT systems for the purposes of the legitimate business of the Company. It is not the intention of the Company in doing so to access clearly personal files and emails but such access may occur in error and all Representatives accept and agree that to avoid this occurring they are responsible for ensuring that any personal files and emails are either not stored on the Company's IT systems or appropriately categorized by them in their electronic folders. Additionally, in order to protect its employees and assets, the Company may ask to search an employee's personal property, including briefcases and bags, located on or being removed from Company premises. Employees are expected to cooperate with any such request.

3.4 **General Data Responsibility.** The Company not only licenses software to customers, but it may also, implement the software, support the software, troubleshoot problems on customer systems, upgrade their systems, as well as provide customized applications and services. These tasks and services can and often do involve a variety of personnel and departments accessing a customer's system and the data stored on it. In addition to your obligation to respect a third party's confidential information (as discussed in 3.3 above), as a responsible supplier the Company must secure and protect the confidentiality of data obtained from customers or their system. You should follow the basic principles set out below.

***Principles of good data usage.***

(i) You must at all times respect the confidentiality of a customer's data and not disclose any of it to anyone else even if they are employees of Company except on a need to know basis.

(ii) You must only access or use a customer's data with its permission and legitimately either in the performance of services to that customer or in connection with such services.

(iii) At all times you should only possess a customer's data that the customer has given to the Company and you should only access that portion of a customer's data that the customer has given the Company permission to access and no more.

(iv) You should not continue to hold on to or possess a customer's data for longer than (i) the time you legitimately need to in order to facilitate the purpose for which you first obtained the data or (ii) than the Company has permission from the customer to maintain possession of such data.

(v) You must act responsibly at all times to take reasonable steps to avoid unauthorized or unlawful access or use of a customer's data or accidental loss or destruction or damage to a customer's data.

(vi) You should take any and all reasonable steps to ensure that anyone to whom you disclose a customer's data or whom accesses a customer's data on our behalf is authorized to do so in writing and subscribes to the same principles as those set out in this list. You should at all times refuse to disclose any customer data where such assurances cannot or are not provided in writing. Before you share customer data outside of the Company, you must consult with the Legal Department. The Legal Department can provide nondisclosure agreements to fit any particular situation, and will help guide appropriate execution of such agreements.

3.5 **Internet and Social Media.** In order to ensure that non-public material information is not inadvertently disclosed and that you do not inappropriately represent the Company to the general public, you are prohibited, without first obtaining company approval, from maintaining your own website to promote the Company's business, participating in Internet chat rooms, newsgroup discussions, blogs, Twitter feeds, Facebook, or similar forums on matters pertaining to the Company's activities. Except as specifically authorized by a designated officer in conjunction with their Company responsibilities, you must limit your participation in these outlets to personal, non-Company activities and not as a Company employee or representative.

3.6 **Privileged Information.** If you need to seek legal advice, it is best to call the Legal Department. If you need to send something in writing, or in email, label it "attorney-client" privilege and send to your Company assigned attorney only. If you receive attorney-client privileged information from a Company lawyer or Company's outside lawyers, whether labeled as an "Attorney-Client Privileged" or not, you must not forward or send that information to, or discuss the contents thereof with, anyone other than your manager who has a need to know and even then at times making sure that you copy in the applicable attorney on such email.

3.7 **Lawsuits, Threat Letters and Demand Letters.** If you receive any communications related to a lawsuit, whether pending or threatened, including any suggestion of termination and a refund by the Company to a customer or any communications from a third party threatening legal action or asserting the rights of a third party against the Company, you must immediately send the communication to your manager and the Legal Department.

#### **4 Financial Integrity: Maintaining and Managing Books and Records**

It is the Company's policy to maintain books, records and accounts in reasonable detail to accurately and fairly reflect all of the Company's transactions. The Company and its subsidiaries will maintain a system of internal accounting controls sufficient to reinforce policy compliance.

You are responsible for following the Company's policies procedures for carrying out and reporting business transactions, obtaining the appropriate authorization from management for those transactions. You are not permitted to make business commitments outside of these policies and procedures. You should not make any oral or written commitments that create a new agreement or that will modify an existing agreement with a third party without approval, consistent with delegation levels, review and signature authority, from the appropriate Company personnel – generally, personnel in the Company's Finance and Legal departments.

You are also responsible for retention of accurate and appropriate documentation of business transactions in accordance with applicable law and the Company's applicable records retention policies and procedures.

These record keeping requirements are in addition to all other Company financial policies. No Representative shall knowingly fail to implement a system of appropriate internal controls or falsify any book, record or account. This policy of accurate and fair recording also applies to your maintenance of time reports, expense accounts and any other Company records.

You may not interfere with or seek to improperly influence, directly or indirectly, the auditing of the Company's financial records. Violation of this provision shall result in disciplinary action, up to and including termination, and may also subject you to substantial civil and criminal liability.

If you become aware of or suspect any improper transaction, accounting or auditing practice within the Company, or if you believe the Company's internal accounting controls are deficient or improper, you should report the matter immediately to the Chief Financial Officer or General Counsel who is responsible for providing the information to the Chairman of the Audit Committee of the Board of Directors or on a confidential (and, at your choice, anonymous) basis through the Company's whistleblower hotline by following the procedure set forth in Section 15 below. All such complaints or reports shall be retained by the Company for a period of time to be determined by the Audit Committee or a subcommittee thereof.

## 5 Protecting the Company's Assets

You are responsible for using Company resources and property (including time, materials, equipment and proprietary information) primarily for Company business purposes and not for your personal benefit.

5.1 **Physical Access Control.** The Company has and will continue to develop procedures covering physical access control to ensure privacy of communications, maintain the security of the Company's communication equipment, and safeguard Company assets from theft, misuse and destruction. You are personally responsible for complying with the level of access control that may be implemented in the facility where you work on a permanent or temporary basis.

5.2 **Company Funds.** Every Company employee is personally responsible for all Company funds over which he or she exercises control. Company agents and contractors should not be allowed to exercise control over Company funds. The Company funds must be used only for Company business purposes and every expenditure, including expense reports, must be supported by accurate and timely records.

5.3 **Computers and Other Equipment.** The Company strives to furnish employees with the equipment necessary to efficiently and effectively do their jobs. You must care for that equipment and use it responsibly for the Company's business purposes. Incidental use of the equipment for personal reasons should be kept to a minimum and cannot interfere with the Company's business. If you use Company equipment at your home or off site, take precautions to protect it from theft or damage. While computers and other electronic devices are made accessible to employees to assist them to perform their jobs, all such equipment must remain fully accessible to the Company and remains Company property.

**Employees should not have any expectation of privacy with respect to information transmitted over, received by, or stored in any electronic device owned, leased, or operated in whole or in part by or on behalf of the Company. To the extent permitted by applicable local law, the Company retains the right to access any such information at any time, either with or without an employee's or third party's knowledge, consent or approval. Employees agree to such access and will confirm this agreement in writing, if requested by Company.**

Any use by employees of the Company's computers, equipment or systems must conform to the Company's legal and human resources policies. For example, e-mail messages should never be used for communications that (i) are insulting, disruptive, offensive, libelous, inappropriate; (ii) could be considered sexually explicit, or pornographic; (iii) could constitute sexual harassment or racial discrimination, (iv) could be viewed as disparaging of any race or color, gender, sexual orientation, national origin, religion, political belief or disability, or (v) are infringing or breaching the rights of any third party or otherwise unlawful.

5.4 **Software.** All software used by employees to conduct Company business must be appropriately licensed. The Company respects the intellectual property of others and does not condone making or using illegal or unauthorized copies of any software. Employees agree (and will confirm such agreement in writing if requested by Company) that the Company's IT Department may with or without notice to employees inspect Company equipment periodically to verify that only approved and licensed software has been installed. Any non-licensed/supported software will be removed. Disciplinary action, up to and including termination of employment, may be taken against any employee who makes or uses illegal or unauthorized copies of software.

5.5 **Open Source Software.** There is a wide variation in Open Source licenses and the obligations you and the Company may have under those licenses. The Company respects the valid intellectual property rights of others. Failing to comply with applicable license requirements may lead to legal claims against the Company. No software, including Open Source software, may be installed on a Company computer unless the software has been properly acquired and installed (unless approved for self installation) by authorized personnel of the Company. If you are involved with or want to use Open Source software in conjunction with product development you must first consult with the Legal Department and your manager.

5.6 **Maintaining and managing records** The Company is required by local, state, federal, foreign and other applicable laws, rules and regulations to retain certain records and to follow specific guidelines in managing its records. Records include paper documents, email, compact discs, computer hard drives, floppy disks, microfiche, microfilm and all other recorded information, regardless of medium or characteristics. Civil and criminal penalties for failure to comply with such guidelines can be severe for employees, agents, contractors and the company.

You should consult with the Legal Department regarding the retention of records in the case of actual or threatened litigation or government investigation. The Legal Department will notify you if a legal hold is placed on records for which you are responsible. However, if you have reason to believe that a violation of the law has been committed or that a government, regulatory or internal investigation or any litigation is about to be commenced, you must retain all records even if a legal hold has not yet been placed on the records. A legal hold suspends all document destruction procedures in order to preserve appropriate records under special circumstances, such as litigation or government investigations. The Legal Department determines and identifies what types of records or documents are required to be placed under a legal hold. If a legal hold is placed on records for which you are responsible, you must preserve and protect the necessary records in accordance with instructions from the Legal Department. Records or supporting documents that are subject to a legal hold must not be destroyed, altered or modified under any circumstance. A legal hold remains

effective until it is officially released in writing by the Legal Department. If you are unsure whether a document has been placed under a legal hold, you should preserve and protect that document while you check with the Legal Department.

## **6 Insider Trading**

If you have access to confidential information, you are not permitted to use or share that information for stock trading purposes or for any other purpose except the conduct of our business. All non-public information about the Company or any other Company with which the Company does business should be considered confidential information. To use non-public information for personal financial benefit or to “tip” others who might make an investment decision on the basis of this information is not only unethical but also illegal. If you have any questions, please consult the Legal Department.

## **7 Payment Practices**

7.1 **Accounting Practices.** All transactions must be fully and accurately recorded in the Company's books and records in compliance with all applicable laws. False or misleading entries, unrecorded funds or assets, or payments without appropriate supporting documentation and approval are strictly prohibited and violate Company policy and the law. Additionally, all documentation supporting a transaction should fully and accurately describe the nature of the transaction and be processed in a timely fashion.

7.2 **Prohibition Against Side Letters.** The Company is required to properly report financial information. The Company's revenue recognition policy sets forth a prohibition of “side letters” (written or oral agreements with customers that would modify or supersede the terms of current or previous purchase orders or contracts). You must immediately report the existence of any side agreement to your manager and the Legal Department.

7.3 **Political Contributions.** It is the Company's policy to comply fully with all local, state, federal, foreign and other applicable laws, rules and regulations regarding political contributions. The Company's funds or assets must not be used for, or be contributed to, political campaigns or political practices under any circumstances without the prior written approval of the Company's General Counsel or Chief Financial Officer and, if required, the Board of Directors. Of course, you remain free to make personal contributions of time or money but you may not do so in a manner that either interferes with your Company duties or infers the Company's endorsement of your actions.

## **8 Anti-Corruption and Anti-Bribery**

Most countries in which the Company does business, including the US and abroad have laws that forbid making, offering, or promising any payment or anything of

value (directly or indirectly) to a government official when the payment is intended to influence an official act or decision to award or retain business. In the United States, the U.S. Foreign Corrupt Practices Act (FCPA) regulates U.S. companies doing business abroad. The FCPA makes it illegal for employees of U.S. companies to directly or indirectly give anything of value to a non-U.S. government official, political party, or party official in order to gain an improper business advantage. In addition, its accounting provisions make it illegal to improperly record transactions. As a U.S. company, the Company and all of its U.S. and non-U.S. subsidiaries and Representatives must comply with the FCPA. We must also comply with all local anti-bribery and corruption laws such as the UK Bribery Act 2010.

Complex rules govern the giving of gifts and payments to governmental employees. Therefore, what may be permissible in regard to commercial customers may be illegal when dealing with the government and could even constitute a crime. In some countries, businesses may be controlled by the government, making it difficult to distinguish between commercial and government officials.

The Company also prohibits commercial bribery. Under no circumstances may anyone acting on behalf of the Company offer to pay, pay, or issue authorization to pay any money, gift, or anything of value to customers, vendors, consultants, etc. that could be perceived as intended, directly or indirectly, to improperly influence any business decision, any act or failure to act, any commission of fraud, or opportunity for the commission of any fraud. Questions regarding whether a particular payment or gift violates this policy should be directed to Human Resources or the Legal Department.

All Company employees and their managers, whether located in the United States or abroad, are responsible for compliance with these anti-bribery policies, including FCPA and UK Bribery Act compliance and the procedures to ensure such compliance. FCPA/Bribery Act compliance includes strict adherence to the Company's FCPA and Bribery Act Policies (which are available to download from the Company's website on its Corporate Governance webpage which can be accessed via the Investor Relations option under the "Company" headed drop down menu or otherwise are available from the Legal Department) and policy on Financial Integrity: Maintaining and Managing Books and Records in Section 4 above.

## **9 Export Controls and Boycotts**

The United States is among a number of countries maintaining controls on the destinations to which products or software may be exported. The U.S. regulations are complex and apply both to exports from the United States and to exports of products from other countries, when those products contain U.S.-origin components or technology. Software created in the United States is subject to

these regulations even if duplicated and packaged abroad. In some circumstances, an oral presentation containing technical data made to foreign nationals in the United States may constitute a controlled export. The Legal Department can provide you with guidance on which countries are prohibited destinations for Company products or whether a proposed technical presentation to foreign nationals may require a U.S. Government license. Additionally, the export controls of other countries may apply to the Company's products. Details of such controls are available from the Legal Department.

We also comply with all laws and regulations regarding foreign economic boycotts and refuse to comply with requests that are not supported by the United States government. These may include requests for information, action, or inaction to support or reinforce a boycott. Make sure all agreements, purchase orders and letters of credit are inspected and approved to eliminate these provisions.

## **10 Responsibilities to our Customers and Suppliers**

10.1 **Customer Relationships.** If your job puts you in contact with any Company customers or potential customers, it is critical for you to remember that you represent the Company to the people with whom you are dealing. Act in a manner that creates value for our customers and helps to build a relationship based upon trust. The Company has provided products and services for many years and has built up significant goodwill over that time. This goodwill is one of our most important assets, and you must act to preserve and enhance our reputation.

10.2 **Copyright Standard.** The Company subscribes to many publications that help employees do their jobs better. These include newsletters, reference works, online reference services, magazines, books, and other digital and printed works. Copyright law generally protects these works, and their unauthorized copying and distribution constitute copyright infringement. You must first obtain the consent of the publisher of a publication before copying publications or significant parts of them. When in doubt about whether you may copy a publication, consult the Legal Department.

10.3 **Selecting Suppliers.** The Company's suppliers make significant contributions to our success. To create an environment where our suppliers have an incentive to work with the Company, they must be confident that they will be treated lawfully and in an ethical manner. The Company's policy is to purchase supplies based on need, quality, service, price and terms and conditions. The Company's policy is to select high-quality suppliers, who provide and create value for the Company and our customers, and enter into significant supplier agreements through a competitive bid process where possible. In selecting suppliers, the Company does not discriminate on the basis of race, color, religion, sex, national origin, age, sexual preference, marital status, medical condition, veteran status, physical or mental disability, or any other characteristic protected

by federal, state or local law.

A supplier to the Company is generally free to sell its products or services to any other party, including Company competitors. In some cases where the products or services have been designed, fabricated, or developed to the Company's specifications, the agreement between the parties may contain restrictions on sales.

## **11 Responsibilities to our Channel and our Competitors**

11.1 **Free and Fair Competition.** Most countries have well-developed bodies of law designed to encourage and protect free and fair competition. The Company is committed to obeying both the letter and spirit of these laws. The consequences of not doing so can be severe for all of us.

These laws often regulate the Company's relationships with its distributors, resellers, dealers, and customers. Competition laws generally address the following areas: pricing practices (including price discrimination), discounting, terms of sale, credit terms, promotional allowances, secret rebates, exclusive dealerships or distributorships, product bundling, restrictions on carrying competing products, termination, and many other practices.

While the Company will compete vigorously in whatever markets we enter, we will always do so in a manner that is fair, honest, ethical and legal. While it is appropriate to demonstrate and show the features of Company products, the Company will not use advertisements or messages that are misleading in their presentation of either the Company's or its competitors' products, either expressly or inferentially. In addition, the Company will compete based on our strengths and will not unfairly disparage or impugn the products or reputation of others.

Competition laws also govern, usually quite strictly, relationships between the Company and its competitors. As a general rule, contacts with competitors should be limited and should always avoid subjects such as prices or other terms and conditions of sale, customers, and suppliers. Remember that our channel partners may be Company competitors as well and they certainly compete with one another. You must never engage in any act to facilitate collusion or illegal acts by channel partners. Participating with competitors in a trade association or in a standards creation body is acceptable when the association has been properly established, has a legitimate purpose, and has limited its activities to that purpose.

Without the express permission of the Legal Department, you shall not at any time or under any circumstances enter into an agreement or understanding, written or oral, express or implied, with any competitor concerning prices, discounts, other terms or conditions of sale, profits or profit margins, costs, allocation of product or geographic markets, allocation of customers, limitations on production, boycotts of customers or suppliers, or bids or the intent to bid or even discuss or exchange information on these subjects. Similarly, resellers of Company products

must remain free to set their own resale terms, including prices, and no Company employee may force, coerce or reach any agreement with a reseller about the prices at which Company products will be resold. In some cases, legitimate joint ventures with competitors may permit exceptions to these rules as may bona fide purchases from or sales to competitors on non-competitive products, but the Legal Department must review all such proposed ventures in advance. These prohibitions are absolute and strict observance is required. Collusion among competitors is illegal, and the consequences of a violation are severe.

Although the spirit of these laws, known as "antitrust," "competition," or "consumer protection" or unfair competition laws, is straightforward, their application to particular situations can be quite complex. To ensure that the Company complies fully with these laws, each of us should have a basic knowledge of them and should involve our Legal Department early on when questionable situations arise.

11.2 ***Industrial Espionage.*** It is the Company's policy to lawfully compete in the marketplace. This commitment to fairness includes respecting the rights of our competitors and abiding by all applicable laws in the course of competing. The Company expects its competitors to respect our rights to compete lawfully in the marketplace, and we must respect their rights equally. Company employees may not steal or unlawfully use the information, material, products, intellectual property, or proprietary or confidential information of anyone including suppliers, customers, business partners or competitors.

## **12 Employment Laws and Health and Safety**

12.1 ***Employment and Workplace Laws.*** The Company work environment, world-wide, is based on respect for one another at all times and respect for workplace laws in each jurisdiction in which the Company does business. These laws may include, but are not limited to, equal employment opportunity statutes, the Americans with Disabilities Act, drug-free workplace mandates, and rules or regulations promoting a work environment that is free of discrimination and unlawful harassment. The Company is an equal opportunity employer and makes employment decisions on the basis of merit and business needs. In addition, the Company strictly prohibits harassment of any kind, including harassment on the basis of race, color, veteran status, religion, gender, sexual orientation, age, mental or physical disability, medical condition, national origin, marital status or any other characteristics protected under federal or state law or local ordinance.

12.2 ***Safety and Health.*** The Company strives to provide each employee with a safe and healthy work environment. Each employee has responsibility for maintaining a safe and healthy workplace for all employees by following safety and health rules and practices and reporting accidents, injuries and unsafe equipment, practices or conditions. Violence and threatening behavior are not permitted. Employees should report to work in condition to perform their duties,

free from the influence of illegal drugs or alcohol. The use of illegal drugs in the workplace will not be tolerated.

This Code incorporates the Company's employee guidelines with respect to compliance with employment laws. Any alleged violation of these guidelines should be reported as set forth in Section 15 below.

### **13 External Communications**

You may not communicate externally on behalf of the Company unless you are authorized in writing to do so. The Company has established specific policies regarding who may communicate information on behalf of the Company to the public, the press, market professionals (such as securities analysts, institutional investors, investment advisors, brokers and dealers) and investors.

You should refer all calls or other inquiries from the press, market professionals or investors to the Company's Corporate Communications Department.

All communications made to public audiences on behalf of the Company, including formal communications and presentations made to investors, customers or the press, require prior approval of the General Counsel and/or the Chief Marketing Officer.

### **14 Waiver of Provisions of this Code**

Any waiver of any provision of this Code must be approved in writing by the Company's Chief Financial Officer, or by the Board of Directors if the matter involves a director or executive officer.

### **15 Compliance, Reporting, Disciplinary Actions and Non-Retaliation**

#### **15.1 Compliance Guidelines**

The matters covered in this Code are of the utmost importance to the Company, its stakeholders and its business partners, and are essential to the Company's ability to conduct its business in accordance with its stated values. We expect all Representatives to adhere to these rules in carrying out their duties for the Company. Since we cannot anticipate every situation that will arise, it is important that we have a way to approach a new question or problem. These are the steps to keep in mind:

- Make sure you have all the facts. In order to reach the right solutions, we must be as fully informed as possible.
- Ask yourself: What specifically am I being asked to do? Does it seem unethical or improper? This will enable you to focus on the specific question

you are faced with, and the alternatives you have. Use your judgment and common sense; if something seems unethical or improper, it probably is.

- Clarify your responsibility and role. In most situations, there is shared responsibility. Are your colleagues informed? It may help to get others involved and discuss the problem.
- Discuss the problem with your supervisor. This is the basic guidance for all situations. In many cases, your supervisor will be more knowledgeable about the question, and will appreciate being brought into the decision-making process. Remember that it is your supervisor's responsibility to help solve problems.
- Seek help from Company resources. In the rare case where it may not be appropriate to discuss an issue with your supervisor, or where you do not feel comfortable approaching your supervisor with your question, discuss it with the General Counsel or you may report the matter in accordance with Section 15.2 below.
- Always ask first, act later: If you are unsure of what to do in any situation, seek guidance before you act.

15.2 **Reporting.** Part of your job and ethical responsibility is to help enforce this Code. If you discover events of a questionable, fraudulent or illegal nature that are, or may be, in violation of the guidelines set forth in this Code, you should report the matter immediately to the Chief Financial Officer or General Counsel. You may also report the matter on a confidential (and, at your choice, anonymous) basis through Ethicspoint by going to their website on line at [www.ethicspoint.com](http://www.ethicspoint.com) or by telephoning anonymously to 1-866-384-4277.

### 15.3 **Investigation and Disciplinary Action**

All reports of alleged violations of this Code will be appropriately investigated, and all information disclosed during the course of the investigation will remain confidential, except as necessary to conduct the investigation and take any remedial action, in accordance with applicable law. If, at the conclusion of our investigation, it is determined that a violation of this Code has occurred, we will take appropriate remedial action commensurate with the severity of the offense. This action may include disciplinary action against the accused party, up to and including termination. Reasonable and necessary steps will also be taken to prevent any further violations of the policy at issue. Where the Company has suffered a loss, it may pursue its remedies against the individuals or entities responsible. Where laws have been violated, the Company will cooperate fully with the appropriate authorities.

### 15.4 **No Retaliation**

No discrimination or retaliation against any person who, in good faith, reports violations of this Code or allegations will be tolerated. Anyone who retaliates against an individual under such circumstances will be subject to disciplinary action, up to and including termination of employment.

## **16 ACKNOWLEDGMENT OF RECEIPT**

I have received and read the Worldwide Code of Business Conduct and Ethics I acknowledge that I understand the standards, policies and procedures contained in the Worldwide Code of Business Conduct and Ethics and understand that there may be additional standards, policies, procedures and laws relevant to my position. I agree to comply with the Worldwide Code of Business Conduct and Ethics.

If I have questions concerning the meaning of the Worldwide Code of Business Conduct and Ethics, or the legal and regulatory requirements applicable to my job, I acknowledge that I can consult my manager, the Human Resources Department or the Legal Department, knowing that my questions or reports to these sources will be maintained in confidence and that I will not be subject to retaliation for asking such questions.

I further understand that the Worldwide Code of Business Conduct and Ethics may be amended or modified from time to time by the Company as part of the Company's continued program of compliance with applicable law and that it is my responsibility to ensure that I check the Company's website regularly to inform myself of any such amendments and modifications and to comply with this Code as amended and modified from time to time.

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Name

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Signature

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Date

Please sign and return this Acknowledgment of Receipt of the Worldwide Code of Business Conduct and Ethics to your HR representative.