### Co:Z® Co-Processing Toolkit for z/OS

# Co:Z Batch User's Guide

V 8.1.1 Edition
Published January 2025
Copyright © 2025 Dovetailed Technologies, LLC

### **Table of Contents**

1. Introduction	1
1.1. Features	
1.2. Trademarks	
2. Reference	
3. Examples	
A. License	

## 1. Introduction

Co:Z Batch is an IBM z/OS batch utility program that allows a Unix command or shell to be executed in a batch job step. As an alternative to confusing IBM utilities such as BPXBATCH, Co:Z Batch is designed to simplify the integration of z/OS Unix with batch jobs.

### 1.1 Features

- Executes the Unix program or shell in the same address space, which simplifies job accounting and allows for the use of resources such as DD statements by the Unix program.
- STDIN, STDOUT, and STDERR files from the Unix program are redirected to DD statements, which may refer
  to MVS datasets or spool files.
- If not specified, the default Unix program to run is the user's default login shell.
- Environment variables may be set using a STDENV DD, or passed in via JCL PARM=. Multiple COZBATCH steps may be used together to pass JCL variables into Unix environment variables, so as to avoid the limits imposed by 100-character PARM= fields.
- If a program is run directly, its name and arguments are given in JCL PARM= and program arguments support quoting.
- The Unix program or shell exit code is used as the step return code, but this may be overridden by a PARM setting.
- JES Symbols are automatically exported as environment variables to the target shell or program with JES\_ prefixes on the symbol names. Requires z/OS 2.1 or later.

Table 1.1. Features Comparison

Feature	ВРХВАТСН	BPXBATSL	AOPBATCH	COZBATCH
Same address space	no	yes	yes	yes
STDOUT/STD to dataset/sysout	yes (1.7+)	yes (1.7+)	yes	yes
STDIN from dataset/sysin	no	no	yes	yes
Run a default login shell	yes	no (unless root)	no	yes
Run a Unix command without a shell	yes	yes	yes	yes
Set ENV vars from JCL vars	limited <sup>1</sup>	limited <sup>1</sup>	limited <sup>1</sup>	yes
PARM= args support quoting	no	no	yes	yes
Override(set) step return code	no	no	no	yes
Support for JES Symbols	no	no	no	yes

<sup>&</sup>lt;sup>1</sup>One or more ENVAR() LE runtime options may be specified on the PARM to set environment variables using JCL variables.

The size of the entire PARM field is limited to 100 characters.

## 1.2 Trademarks

- Co:Z® is a trademark of Dovetailed Technologies LLC.
- z/OS® is a trademark of IBM Corporation.

### 2. Reference

The Co:Z Batch utility may be executed in a batch job step using the following statement:

```
//step EXEC PGM=COZBATCH,
// PARM='{leopts}/{-Lloglvl} {-N} {-M} {envvar=value}* {pgmname {pgmopts}}'
```

The PARM keyword and values are optional, and defined as:

#### leopts

Language environment runtime options

#### -Lloglvl

A switch which enables logging/tracing of COZBATCH. Can be one of -LI (info), -LD (debug), or -LT (trace).

-N

By default, COZBATCH will automatically strip line numbers from columns 73-80 of STDIN. If this is not desired, the -N switch can be supplied to disable this behavior.

-M

This switch forces the target program or script to run in the same address space. This is not necessary by default since COZBATCH sets the environment variable \_BPX\_SHAREAS=MUST if it is not already set. This feature was added in release 4.5.0 for cases where it is desirable to explicitly set \_BPX\_SHAREAS=NO (in DD:STDENV), but invoke the target program in the same address space anyway. See: <u>Using SMF type/subtype specific permissions</u> for an example of where this is useful.

#### envvar=value

One or more environment variables to set before running the Unix program.

#### pgmname

The name of the Unix program or script to execute. By default, the user's default login shell is executed, e.g. "-/bin/sh"

#### pgmopts

One or more arguments to the program, which may be double-quoted if necessary to allow spaces within an argument.

The following DDs may be used, although *none* are required:

#### SYSOUT

messages from the Co:Z batch utility and the z/OS language environment runtime. This file will be dynamically allocated to SYSOUT=\* if not specified.

#### STDIN

if present, this file will be read and directed as input to the Unix program or shell. An MVS dataset or JES SYSIN spool file may be used, in which case it it read as a text file such that records are separated by newline

characters with trailing spaces removed from each record. If a shell is used, the input is a script subject to normal shell processing.

#### STDOUT

stdout output from the Unix program or shell will be directed to this file, or if not present it will be written to the SYSOUT DD. The DD may specify an MVS dataset or JES SYSOUT file.

#### STDERR

stderr output from the Unix program or shell will be directed to this file, or if not present it will be written to the SYSOUT DD. The DD may specify an MVS dataset or JES SYSOUT file.

#### STDENV

if present, this DD will be read by the language environment runtime and be used to set environment variables for the program. Each record or line in the file must be of the form: VAR=VALUE

The following special environment variables may be set:

- **SHELL** can be set to override the user's default login shell.
- COZ\_FILE\_TAG=STDIN if set, stdin input to the program from DD:STDIN will be tagged with the current locale codepage, normally IBM-1047.

#### SAVEARGS

if present, this DD will be read for environment variables (after STDENV). Each record must be in the form VAR=VALUE. In addition, any variables settings in the PARM= field will be written to the end of this file. See *Chapter 3, Examples* for more information on using this to pass arbitrary numbers/length JCL variables in environment variables. Note that variables set via the STDENV DD are not written to this file.

# 3. Examples

This section contains examples of using the Co:Z Batch utility. The RUNSHELL member of the Co:Z Toolkit Sample JCL also contains sample COZBATCH job steps.

1. Run the user's default shell, which is normally /bin/sh. The shell is run as a "login" shell so that before reading input from STDIN, the shell will have executed /etc/profile and the user's .profile if present. All output: messages, stdout, and stderr will go to a dynamically allocated SYSOUT file.

```
// EXEC PGM=COZBATCH
//STDIN DD *
env
//
```

2. By presetting the environment variable SHELL=/bin/sh, we can override the user's default shell and run a specific logon shell. This is useful for example if the user's default shell is **bash** but the IBM UNIX shell is needed since it allows commands to run in the original batch address space.

```
// EXEC PGM=COZBATCH
//STDENV DD *
SHELL=/bin/sh
//STDIN DD *
env
//
```

3. Run the user's default shell, but this time direct messages, stdout, and stderr to separate DDs.

```
// EXEC PGM=COZBATCH
//STDIN DD *
env
//SYSOUT DD SYSOUT=*
//STDOUT DD SYSOUT=*
//STDERR DD SYSOUT=*
//
```

4. Run the /bin/sh shell explicity, but not as a login shell. The leading "/" is required to delineate LE runtime options. The output from this execution will display only a few environment variables, since the sytem and user profiles are not executed.

```
// EXEC PGM=COZBATCH,PARM='/ /bin/sh'
//STDIN DD *
env
```

5. Run a login shell with tracing of shell commands. Also enable COZBATCH debug-level logging. This example can be very useful for debugging issues with profile and shell scripts.

6. Run the /bin/cat> program explicity, which will copy the input from STDIN to STDOUT

7. Use DD STDENV to have LE present environment variables. Additional environment variables are set using PARM=, which allows for the substitution of JCL "SET" or "PROC" variables. Since a program name is not specified, the user's default login shell is executed and will read input from STDIN.

```
// SET MACLIB=SYS1.MACLIB
// SET AMACLIB=SYS1.AMACLIB
//*
     EXEC PGM=COZBATCH,
      PARM='/ TDIR=/usr/local/bin MACLIB=&MACLIB AMACLIB=&AMACLIB'
//STDENV
            DD *
ADIR=foo
//STDIN
            DD *
echo ls ADIR=$ADIR
ls $ADIR
echo ls TDIR=$TDIR
ls $TDIR
echo MACLIB=$MACLIB AMACLIB=$AMACLIB
env
//
```

8. In a situation where you have several JCL SET or PROC variables that need to be used as environment variables, you can be limited by the evil 100-character JCL PARM= limit. COZBATCH allows you to have multiple steps that concatenate these variables to a temp dataset that is eventually passed into a COZBATCH step that uses them in a shell script. The DD name for the file used to save these arguments is SAVEARGS.

Note that steps that have neither a STDIN DD nor name an explicit program to execute will actually not run anything, but simply set and save arguments.

```
// SET PRFX=SYS1.INSTALL.FOOBAR.LONGNAME.DEMO
// SET MACLIB=&PRFX..MACLIB
// SET AMACLIB=&PRFX..AMACLIB
// SET AMODGEN=&PRFX..AMODGEN
```

```
// SET LINKLIB=&PFX..LINKLIB
//*
//EX1
           EXEC PGM=COZBATCH, PARM='/MACLIB=&MACLIB AMACLIB=&AMACLIB'
//SAVEARGS DD
                DSN=&&MYTEMP1, DISP=(NEW, PASS)
//*
//EX2
          EXEC PGM=COZBATCH, PARM='/AMACLIB=&AMODGEN'
                DSN=&&MYTEMP1,DISP=(OLD,PASS)
//SAVEARGS DD
//*
           EXEC PGM=COZBATCH, PARM='/LINKLIB=&LINKLIB'
//EX3
//SAVEARGS DD
                DSN=&&MYTEMP1, DISP=(OLD, PASS)
//STDIN
        DD
echo MACLIB=$MACLIB
echo AMACLIB=$AMACLIB
echo AMODGEN=$AMODGEN
echo LINKLIB=$LINKLIB
//*
```

9. The special PARM= variable \$? maybe be used to specify a return code for the step, overriding the use of the program or shell's exit code. In the special case where a program or STDIN DD is not present, a program or shell is not executed - but this feature will still set the return code.

10.Unlike BPXBATCH or BPXBATSL, arguments specified to the program on the PARM= keyword may be quoted.

```
// EXEC PGM=COZBATCH,
// PARM='/"TDIR=&TDIR" "FIL=&FIL" /bin/sh -c "cd $TDIR; pax -rvf $FIL"'
```

11.Since COZBATCH executes a shell in the original address space, it is easy to write shell scripts inline in your JCL that use DD statements. The synergy of features allows you to fully and easily exploit z/OS Unix in batch job steps.

```
fi
pax -rvf //DD:PAX
//
```

12.COZBATCH can be used with the Co:Z toolkit fromdsn and todsn shell commands. For additional information see the *Dataset Pipes Command Reference*.

13.COZBATCH can be used with <u>Co:Z SFTP</u> to script a batch SFTP client job to download a file to a z/OS dataset. In order to use this example, additional configuration is required for the SFTPPROC and shell script variables. Refer to <u>Using the Co:Z SFTP client in batch</u> in the <u>Co:Z SFTP User's Guide</u> for best practices as well as more examples.

```
//PROCLIB JCLLIB ORDER='COZUSER.COZ.SAMPJCL'
//************************
//* Use the sftp_get.sh script to retrieve a remote file to a local
//* dataset.
//***********************************
//SFTPGET EXEC PROC=SFTPPROC
//SFTPIN DD *
cert="MY-RING:RSA-CERT"
user=myuser
host=myhost
lzopts="mode=text"
lfile=//DD:MYDD
rfile=/etc/profile
. $script_dir/sftp_get.sh
//MYDD DD DSN=COZUSER.SFTPGET.DATA,DISP=(MOD,KEEP),
//
        DCB=(LRECL=80, RECFM=FB), SPACE=(CYL, (3,1))
//*
```

14.With z/OS 2.1 or later, COZBATCH automatically exports all JES symbols as environment variables to the target shell or program.

```
// EXPORT SYMLIST=(MYDSN,MYVOL)
```

```
// SET MYDSN=MYID.SOME.DSN
// SET MYVOL=SYS001
//*
//SYMEX EXEC PGM=COZBATCH
//STDIN DD *
env | grep "JES_"
//*
```

The above job will display environment variables something like:

```
JES_SYS_CORR_CURRJOB=S0000434DTLZOS01CC27C5EA....:
JES_MYDSN=MYID.SOME.DSN
JES_MYVOL=SYS001
```

See also the **jessym** command which can be used to work with JES symbols from within a z/OS Unix shell.

15.With Co:Z Toolkit 8.0.0 or later, COZBATCH can be used with shells such as **bash** that are built with z/OS "Enhanced ASCII" support and require stdin input to the shell to be tagged.

```
//BASH EXEC PGM=COZBATCH
//STDENV DD *
SHELL=/usr/local/bin/bash
COZ_FILE_TAG=STDIN
_BPXK_AUTOCVT=ON
//STDIN DD *
# input to the bash shell
ls -al
//*
```

16.With Co:Z Toolkit for z/OS release 4.0 and later, COZBATCH can be used with z/OS OpenSSH to script an ssh client job. In order to use this example, additional configuration is required for the SSHPROC and shell script variables. Refer to the SSHSAMP JCL member found in the sample JCL shipped with the Co:Z Toolkit for configuration instructions as well as more examples

```
. $script_dir/ssh_pubkey.sh
//*
```

# Appendix A. License

The Co:Z Co-Processing Toolkit for z/OS, comprised of Co:Z Launcher, Co:Z Dataset Pipes, Co:Z SFTP, Co:Z Batch, Co:Z Utilities and Co:Z Target System Toolkit (in object code form only) is distributed under the Co:Z Community License Agreement (see below). *Note:* This community license is superseded for Co:Z Toolkit Enterprise License and Support customers. All components are distributed in binary form.

#### COMMUNITY LICENSE AGREEMENT

PLEASE READ THIS COMMUNITY LICENSE AGREEMENT (THIS "AGREEMENT") CAREFULLY. THIS AGREEMENT SETS FORTH THE TERMS ON WHICH DOVETAILED TECHNOLOGIES, LLC ("DOVETAIL"), A MISSOURI LIMITED LIABILITY COMPANY, MAKES AVAILABLE THE COMMUNITY EDITION OF THE CO:Z CO-PROCESSING TOOLKIT FOR Z/OS AT NO CHARGE FOR DOWNLOAD, INSTALLATION AND USE BY THE COMMUNITY. BY DOWNLOADING, INSTALLING, OR USING THE SOFTWARE, YOU ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTAND, AND AGREE TO BE LEGALLY BOUND BY THIS AGREEMENT.

- 1. DEFINITIONS. As used in this Agreement, the following capitalized terms shall have the following meanings:
- "Community Edition" means the version of the Software that is made available by Dovetail to licensees for download under this Agreement.
- "Documentation" means Dovetail's accompanying user documentation for the Software, as may be updated by Dovetail from time to time, in print or electronic form.
- "Enterprise Edition" means any version of the Software that is made available by Dovetail to licensees under the Enterprise License and Support Agreement, the Outsourcing License and Support Agreement, or another paid license and support agreement between Dovetail and the licensee.
- "Software" means the Co:Z Co-Processing Toolkit for z/OS, comprised of Co:Z Launcher, Co:Z Dataset Pipes, Co:Z SFTP, Co:Z Batch, Co:Z z/OS Utilities and Co:Z Target System Toolkit, in object code form only, together with certain sample code and scripts in source form.
- "Update" means any bug fix, enhancement, or other modification to or update for the Software issued by Dovetail for general release to the Software community.
- "You" means the person or entity downloading, installing or using the Software. If you are downloading, installing or using the Software on behalf of a company or organization, the term "You" refers to both you and your company or organization, and you represent and warrant that you have authority to bind your company or organization to the provisions hereof.
- 2. SOFTWARE LICENSE. During the term of this Agreement, and subject to the provisions hereof, Dovetail hereby grants to You, and You hereby accept, a non-exclusive, non-transferable, non-sublicensable, royalty-free license to install and use the Community Edition of the Software on Your servers, solely for Your internal business purposes, in accordance with the Documentation, in compliance with all applicable laws and regulations, and further subject to the following conditions and requirements: (a) this Agreement does not permit You to download, install, or use the Enterprise Edition of the Software. If You wish to use the Enterprise Edition, You must be licensed under an available Enterprise License and Support Agreement or Outsourcing License and Support

Agreement; (b) as provided in Section 3, this Agreement does not permit You to have the Software installed managed, operated, or supported by, nor does it permit You to install, manage, operate, or support the Software for, third parties. If You wish to delegate Software installation, management, operation, or support to an outsourcing services provider or other third party, You must be licensed for the Enterprise Edition under an available Enterprise License and Support Agreement. If You are an outsourcing services provider or other third party that wishes to install, manage, operate, or support the Software for one or more of Your customers, You must be licensed for the Enterprise Edition under an available Outsourcing License and Support Agreement.; and (c) this Agreement does not permit You to continue using the Enterprise Edition following the expiration or termination of your paid license and support subscription for the Enterprise Edition. If You wish to convert to the Community Edition, You must (i) meet Dovetail's then-current eligibility requirements for the Community Edition; (ii) uninstall, erase, and cease all use of the Enterprise Edition, and (iii) download, install, and use the Community Edition subject to and in accordance with this Agreement.

3. LICENSE RESTRICTIONS. You may not install or use the Software for any purpose other than as expressly authorized under Section 2. Without limiting the foregoing, You shall not, nor shall You authorize any other person or entity to: (a) download, install, or use any version of the Software other than the Community Edition; (b) install, manage, operate, or support the Software for any customer or other third party, whether in an outsourcing, consulting, or staff augmentation capacity or otherwise; (c) delegate Software installation, management, operation, or support to, or otherwise permit such activities to be performed on Your behalf by, any outsourcing services provider or other third party, whether in an outsourcing, consulting, or staff augmentation capacity or otherwise; (d) otherwise distribute, rent, lease, lend, sell, sublicense or make the Software available to any third party; (e) modify, adapt, alter, translate, or create derivative works of the Software; (f) otherwise extend the Software to or use or permit use of the Software by or for the benefit of any third party, including in or as part of a service bureau, timesharing, or outsourcing arrangement; (g) develop an alternative to the Software that is based on or derived from,

in whole or in part, the Software or Documentation; (h) use the Software in violation of any applicable laws or regulations; (i) remove or obscure any copyright, trademark or other proprietary rights notices or designations on the Software, the Documentation or any copies thereof; or (j) reverse engineer, decompile, disassemble, or otherwise attempt to derive the source code for the Software, except where such reverse engineering is expressly permitted under applicable law, but then only to the extent that Dovetail is not entitled to limit such rights by contract.

- 4. UPDATES. From time to time, Dovetail may make available Updates for the Community Edition of the Software. All such Updates (whether posted by Dovetail on the Dovetail website or included with the Software) shall be deemed part of the Software, and are licensed to You under the license and other provisions of this Agreement, together with any supplementary license terms that Dovetail may provide for such Updates. Notwithstanding the foregoing, Dovetail reserves the right to amend, supplement or replace the terms of this Agreement in connection with Updates to or new versions of the Software, and in such case, the terms accompanying such Update or new version will control. You acknowledge that the Community Edition may not contain all of the features and functionality of the Enterprise Edition and that Dovetail has no obligation to make available Updates to the Community Edition.
- 5. YOUR RESPONSIBILITIES. You are responsible for: (i) installation of the

Software and any Updates; (ii) selecting and maintaining all third party hardware, software, peripherals and connectivity necessary to meet the system requirements for the Software; (iii) creating a restore point for Your systems and backing up and verifying all data; and (iv) adopting reasonable measures to ensure the safety, security, accuracy and integrity of Your facilities, systems, networks and data. Dovetail shall have no responsibility or liability arising out of or resulting in whole or in part from Your failure or delay performing any such responsibilities, or for acts or omissions of third parties, Internet or telecommunications failures, or force majeure or other events beyond Dovetail's reasonable control.

- 6. SUPPORT. This Agreement does not include, and Dovetail shall have no obligation under this Agreement to provide, any technical support or other professional services for the Software. If You are interested in purchasing support for the Software, You should visit the Dovetail website to review Dovetail's then current license and support options for the Enterprise Edition of the Software.
- 7. LICENSE MANAGEMENT AND TIME-OUT CAPABILITIES. The Software may contain time-out, digital rights management, or other license management capabilities that may be employed by Dovetail to limit the period during which this version of the Software may be used, to curb unlicensed use or abuse of the Software, or for other purposes as permitted or required by law. By installing or using the Software, You acknowledge and consent to the inclusion and employment of such capabilities as described herein, without restriction. For the avoidance of doubt, neither the inclusion (or omission) of such capabilities, nor any errors in the provisioning or operation thereof, shall be construed to expand the scope or duration of the corresponding Software license, nor to waive any Dovetail rights or remedies in connection therewith.
- 8. TERM; TERMINATION. This Agreement and Your license rights hereunder shall continue unless and until terminated as set forth herein. You may terminate this Agreement for convenience at any time by uninstalling, erasing all copies of, and ceasing all use of the Software and Documentation. This Agreement shall terminate immediately and automatically: (a) at the conclusion of the time-out period established by Dovetail for this version of the Software or (b) if You violate the license terms or restrictions for the Software, or materially breach any other provision of this Agreement and fail to cure such breach within ten (10) days after receiving notice thereof from Dovetail. Upon the expiration or termination of this Agreement for any reason: (i) Your license to the Software shall automatically and immediately terminate; and (ii) You shall discontinue use of the Software, promptly (within 5 days) uninstall and remove any remnants of the Software and Documentation from Your computers, network and systems, and destroy (or return to Dovetail) all tangible copies of the Software and Documentation in Your possession. Termination of this Agreement shall not relieve You of any liability incurred in connection with the Software nor limit any of Dovetail's rights or remedies in connection therewith. Sections 1, 3, 5, 7, 8, 9, 10, 11 and 12 of this Agreement shall survive the expiration or termination of this Agreement for any reason, and shall be binding on and inure to the benefit of the parties and their permitted successors and assigns.
- 9. DISCLAIMER. THE SOFTWARE AND DOCUMENTATION ARE PROVIDED TO YOU UNDER THIS AGREEMENT "AS IS" WITHOUT REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, AND ALL USE IS AT YOUR OWN RISK. WITHOUT LIMITING THE FOREGOING, DOVETAIL AND ITS SUPPLIERS HEREBY DISCLAIM ANY IMPLIED OR STATUTORY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, OR NON-INFRINGEMENT. THE SOFTWARE IS NOT INTENDED OR LICENSED FOR USE IN ANY HAZARDOUS OR HIGH-RISK ACTIVITY. DOVETAIL DOES NOT WARRANT THAT THE SOFTWARE

WILL OPERATE UNINTERRUPTED OR ERROR-FREE, OR MEET YOUR BUSINESS, TECHNICAL OR OTHER REQUIREMENTS. NO EMPLOYEE OR AGENT HAS AUTHORITY TO BIND DOVETAIL TO ANY REPRESENTATIONS OR WARRANTIES NOT EXPRESSLY SET FORTH IN THIS AGREEMENT.

- 10. PROPRIETARY RIGHTS. Dovetail and its suppliers shall retain exclusive right, title and interest in and to the Software, including the object code, source code, program architecture, design, coding methodology, Documentation, screen shots, and "look and feel" therefor, all Updates thereto, all goodwill associated therewith, and all present and future copyrights, trademarks, trade secrets, patent rights and other intellectual property rights of any nature throughout the world embodied therein and appurtenant thereto. All rights and licenses to the Software not expressly granted to You in this Agreement are reserved by Dovetail and its suppliers. From time to time, You may submit suggestions, requests or other feedback for the Software. Dovetail shall be free to commercialize and use such feedback, including for developing improvements to its products and services, free of any claims, payment obligations, or proprietary, confidentiality or other restrictions of any kind.
- 11. LIMITATIONS ON LIABILITY. IN NO EVENT SHALL DOVETAIL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, SPECIAL, PUNITIVE, OR SIMILAR DAMAGES ARISING OUT OF OR RELATED TO THE SOFTWARE OR THIS AGREEMENT, INCLUDING LOSS OF BUSINESS, PROFITS OR REVENUE, LOSS OR DESTRUCTION OF DATA, BUSINESS INTERRUPTION OR DOWNTIME. THE TOTAL CUMULATIVE LIABILITY OF DOVETAIL ARISING OUT OF AND RELATED TO THE SOFTWARE AND THIS AGREEMENT SHALL NOT, REGARDLESS OF THE NUMBER OF INCIDENTS OR CAUSES GIVING RISE TO ANY SUCH LIABILITY, EXCEED TEN U.S. DOLLARS (\$10). THE LIMITATIONS ON LIABILITY IN THIS SECTION SHALL APPLY TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, REGARDLESS OF THE CAUSE OF ACTION OR BASIS OF LIABILITY (WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY IN TORT), INDEMNITY, OR OTHERWISE), EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THESE LIMITATIONS ON LIABILITY ARE AN ESSENTIAL PART OF THIS AGREEMENT AND SHALL BE VALID AND BINDING EVEN IF ANY REMEDY IS DEEMED TO FAIL OF ITS ESSENTIAL PURPOSE.
- 12. MISCELLANEOUS Governing Law. This Agreement shall be governed and interpreted for all purposes by the laws of the State of Missouri, U.S.A., without reference to any conflict of laws principles that would require the application of the laws of a different jurisdiction. The United Nations Convention on Contracts for the International Sale of Goods and the Uniform Computer Information Transactions Act (as enacted in any jurisdiction) do not and shall not apply to this Agreement, and are hereby specifically excluded.

Jurisdiction; Venue. Any dispute, action or proceeding arising out of or related to this Agreement shall be commenced in the state courts of St. Louis County, Missouri or, where proper subject matter jurisdiction exists, the United States District Court for the Eastern District of Missouri. Each party irrevocably submits to the personal jurisdiction and exclusive venue of such courts, and waives any objections thereto, including based on forum non conveniens.

Notices. All notices under this Agreement shall be in writing, and shall be delivered personally, by electronic, mail, or by postage prepaid certified mail or express courier service, return receipt requested. Notices to You may be delivered to the most current address on file. Notices to Dovetail shall be directed to the following address, unless Dovetail has provided an alternative notice address:

Dovetailed Technologies, LLC 305 Willowpointe Drive St. Charles, MO 63304

#### Email: legal@coztoolkit.com

Assignments. You may not assign or transfer this Agreement, or any rights or duties hereunder, in whole or in part, whether by operation of law or otherwise, without the prior written consent of Dovetail. Any attempted assignment or transfer in violation of the foregoing shall be null and void from the beginning and without effect. Dovetail may freely assign or transfer this Agreement, including to a successor upon Dovetail's merger, acquisition, corporate reorganization, or sale or other transfer of all or substantially all of its business or assets to which this Agreement relates.

Relationship; Third Party Beneficiaries. The parties hereto are independent contractors. Nothing in this Agreement shall be deemed to create any agency, employment, partnership, fiduciary or joint venture relationship between the parties, or to give any third party any rights or remedies under or by reason of this Agreement; provided, however, the disclaimers and limitations on liability in this Agreement shall extend to Dovetail and its directors, officers, shareholders, employees, agents, and affiliates. All references to Dovetail in connection therewith shall be deemed to include the foregoing persons and entities, who shall be third party beneficiaries of such contractual disclaimers and limitations and entitled to accept all benefits afforded thereby.

Equitable Relief. The Software comprises the confidential and proprietary information of Dovetail and its suppliers, and constitutes a valuable trade secret. You acknowledge that Your breach of the license or ownership provisions of this Agreement would cause irreparable harm to Dovetail, the extent of which would be difficult and impracticable to assess, and that money damages would not be an adequate remedy for such breach. Accordingly, in addition to all other remedies available at law or in equity, and as an express exception to the jurisdiction and venue requirements of this Agreement, Dovetail shall be entitled to seek injunctive or other equitable relief in any court of competent jurisdiction.

Questionnaires; Audits. You agree to complete and promptly return to Dovetail any Software usage questionnaires issued by Dovetail from time to time, and to promptly provide Dovetail or its designated auditor with reasonable access to Your facilities, systems, personnel, books and records for the purpose of verifying Your compliance with the license terms and restrictions of this Agreement. All audits shall be conducted in a reasonable manner designed to minimize disruption to Your normal business operations. Dovetail agrees to initiate an audit no more than once during any twelve (12) month period; provided, however, if Dovetail reasonably suspects, or any audit reveals, non-compliance with this Agreement, Dovetail shall have the right to conduct additional audits until compliance is achieved.

U.S. Government Restricted Rights. The Software and Documentation are licensed with RESTRICTED RIGHTS as "Commercial Items," as that term is defined at 48 C.F.R. §2.101, consisting of "Commercial Computer Software" and "Commercial Computer Software Documentation," as such terms are used in 48 C.F.R. §12.212 or 48 C.F.R. §227.7202, as applicable. Consistent with 48 C.F.R. §12.212 or 48 C.F.R. §227.7202-1 through 227.7202-4, as applicable, the Commercial Computer Software and Commercial Computer Software Documentation is licensed (if at all) to U.S. Government end users only as Commercial Items, and with only those rights as are granted to other licensees pursuant to this Agreement.

Export Control. The Software and underlying information and technology may not be accessed or used except as authorized by United States and other applicable

law, and further subject to compliance with this Agreement. The Software may not be exported or re-exported into any U.S. embargoed countries, or to anyone on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Department of Commerce Denied Person's List or Entity List. You represent and warrant that You and Your end users are not located in, under the control of, or a national or resident of any country or on any such list.

Amendment; Waiver. This Agreement may be amended only by a written instrument signed by an authorized representative of Dovetail. No rights shall be waived by any act, omission, or knowledge of a party, except by an instrument in writing expressly waiving such rights and signed by an authorized representative of the waiving party. Any waiver on one occasion shall not constitute a waiver on subsequent occasions.

Severability; Construction. If any provision of this Agreement is determined to be invalid or unenforceable under applicable law, such provision shall be amended by a court of competent jurisdiction to accomplish the objectives of such provision to the greatest extent possible, or severed from this Agreement if such amendment is not possible, and the remaining provisions of this Agreement shall continue in full force and effect. The captions and section headings in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement. The term "including" as used herein means "including without limitation." The terms "herein," "hereto," "hereof," and similar variations refer to this Agreement as a whole, rather than to any particular section.

Entire Agreement. This Agreement sets forth the entire agreement of the parties and supersedes all prior agreements and understandings, whether written or oral, with regard to the subject matter hereof. Any additional or conflicting terms proposed by You in any purchase order, request for proposal, acknowledgement, or other writing shall not be binding, and are hereby objected to and expressly rejected.