



# License Model Schedule

Effective as of 21 July 2016



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# 1 Definitions

In the event of any conflict between definitions found in this License Model Schedule and definitions found in the EULA, the definitions found in this License Model Schedule will control to the extent of any inconsistency. Any capitalized term used in this License Model Schedule for which a definition is not provided herein, shall have the meaning set forth in the EULA.

- A. **“Affiliate”** means any entity controlled by, controlling, or under common control with a party to the EULA. Control exists through ownership, directly or indirectly, of a majority of the outstanding equity capital and of the voting interests of the subject entity. If an entity ceases to meet these criteria, it will cease to be an Affiliate under the EULA.
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- E. **“Documentation”** means user guides, operating manuals, and release notes in effect as of the date of delivery of the applicable Software, made generally available by OT;
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- I. **“License Model”** means the description of the conditions, limitations and restrictions associated with the Software License which govern the use of the Software;

- J. **“Multiplexing”** means using software or hardware that reduces the Software’s ability to distinguish or detect the number of individuals or Clients directly or indirectly accessing or utilizing the Software (sometimes called "multiplexing" or "pooling" software or hardware).
- K. **"MFP"** (also Multifunction Peripheral Device) means an office machine which incorporates printing, scanning, photocopying, faxing and/or emailing functionality in a single device, or a single office machine that optically scans documents and converts them to a digital image, and makes the images available on a network location or emails the images.
- L. **“OT”** means the Open Text entity who is the licensor under the EULA unless the relevant Transaction Document is with a different Open Text entity, in which case the Open Text entity for the Transaction Document shall take precedence.
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- N. **“Program Instance”** means a single copy of the Software which has been installed onto a single Server. Multiple Program Instances of the Software shall mean that the Software has been installed onto multiple Servers or installed on one Server multiple times.
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- T. **“Transaction Document”** includes: a) a written order schedule signed by both parties or referenced in a purchase order which references the EULA, b) a quotation issued by OT and signed by the Licensee or referenced in a purchase order, c) an invoice issued by OT, or d) any other document that references the EULA and is agreed to by OT in writing. If and to the extent of any inconsistency between two or more Transaction Documents, the priority of the Transaction Documents will be interpreted in the order listed above. All Transaction Documents are governed by the EULA.

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The applicable standard production License Model except that the functionality within the Software is not placed into production use and use of the Software is restricted to system testing, development, backup, failover, hot standby or cold standby purposes. This does not include load balancing or other system configurations whereby other system resources proactively support production use.

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2. Licensee may allow no more than five individuals (may be employees or contractors of Licensee) to access and use the Software;
3. Licensee may only access and use the Software to evaluate and test the Software, and not to support its general business operations;
4. The Software License shall be for a period of 60 days from the date the Software is first made available to Licensee. At the end of such period, Licensee must cease all use of the Software, remove all copies of the Software from all Servers and Clients, as well as all other information technology systems, and destroy such copies;
5. The Software is licensed “as-is” and all warranties listed in the EULA are void in respect of the Evaluation License; and
6. Any obligation in the EULA for OT to defend and/or indemnify Licensee is void in respect of the Evaluation License.

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The applicable standard License Model except that Licensee may only allow Software Licenses to be used by individuals who are employees of Licensee’s customers or business partners, and not by individuals who are employees or contractors of Licensee or its Affiliates.

## **D Limited Use Licenses**

The applicable standard License Model except that individuals who have been permitted access to the Software under this License Model may only access and use the functionality and features specifically identified in the applicable Transaction Document and Documentation and may not access or use any other functionality existing within the Software.

## **E Read Only License Model**

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1. The individual who has been allocated the Software License may only search, save search parameters, browse, view, print and download data and contents of the Software system and the individual may not upload, add, edit, move,



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2. The license must be assigned or allocated to a user when the user is first entered into the system and a user allocated any other type of license may not have the allocation changed to Read Only unless the user is first deleted from the system and then reentered as Read Only;
3. Licensee must restrict such user’s access to Read Only functionality; and
4. Access to functionality other than Read Only (even if the additional functionality is not used) requires additional licensing.

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1. Certain Software may require multiple License Models types. If any Transaction Document or Documentation states that more than one License Model is required, then use of the Software is conditional upon Licensee also purchasing Software Licenses under the additional required License Model(s).
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# **4 Named User License Models**

## **A Standard Named User License Model**

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2. Licensee may only allocate Software Licenses to employees or contractors of the Licensee or its Affiliates, and employees or contractors of the Licensee’s customers and business partners.

3. Software Licenses cannot be shared, re-allocated, or exchanged between individuals, except that Software Licenses may be re-allocated to another individual if the original individual is no longer employed by Licensee or has been permanently assigned to a new role that does not require access to the Software. To re-allocate such License to another individual, the original individual's user account must first be deleted from the system. Until the user's account has been deleted from the system, a user license is required even if the user is no longer an employee or contractor of Licensee.
4. When Licensee allocates a Software License to an individual, Licensee must also assign unique login credentials to the individual for the purpose of allowing the individual to access the Software. Licensee must purchase an additional Software License for A) each additional login and password combination assigned to an individual and for B) each additional implementation of the Software connecting to a single, unique, logical database for which the individual has been granted access (with the same or different login and password combinations).
5. Multiplexing does not reduce the number of Software Licenses required. If Licensee utilizes Multiplexing, Licensee must maintain a permanent record of user activity sufficient to quantify the users of the system and in advance of access or use, Licensee must purchase sufficient user licenses for all users accessing or authorized to access the software through Multiplexing.

## **B Occasional Named User License Model**

The license model terms and limitations applicable to the Occasional Named User License Model are identical to those that apply to Software licensed under the Standard Named User License Model except that:

1. An individual allocated this license may use or access the Software during no more than 52 calendar days of any calendar year. Multiple log-ins, sessions, or activity, if conducted during a single 24 hour calendar day (beginning midnight of the time zone determined by the physical location of the database server), are counted as one of the 52 days of authorized use. Any log- ins, sessions, or activity if conducted during a single 24 hour period but over 2 calendar days are counted as two of the 52 days of use.
2. The license type "Occasional Named User" must be assigned or allocated to a user when the user is first authorized to access the system. A user allocated any other type of user license may not be downgraded to or allocated an Occasional Named User license unless the user is first deleted from the system. Licensee is required to maintain a record of all individuals allocated an Occasional Named User license.
3. An Occasional Named User that uses or accesses the Software more than 52 calendar days of any calendar year may no longer access the Software using an Occasional Named User license and shall be required to purchase a Standard Named User license upon the 53rd day of use. The account for this

upgraded user does not need to be deleted prior to allocating the Standard Named User license. If the user of an Occasional Named User has been allocated a Standard Named User license, the previously used Occasional Named User license may be reallocated to another user.

## 5 Concurrent User License Models

### A Standard Concurrent User License Model

1. The Software may only be used and accessed by employees or contractors of Licensee or its Affiliates.
2. The aggregate number of individual human beings simultaneously accessing, using, or enjoying the benefit of all Program Instances may not exceed the number of Software Licenses granted to Licensee.
3. Licensee must keep a record of all individuals who have been granted access to the Software (irrespective of actual usage).
4. Licensee must implement a system to ensure that the number of individuals accessing or using the Software does not exceed the number of Software Licenses granted to Licensee, and Licensee must permit OT to inspect such system and/or related records to confirm that usage is consistent with the applicable Software Licenses.
5. The Software may be loaded and executed on an unlimited number of Servers.
6. The total number of Software Licenses required is calculated by totaling the sum at any given time of the maximum concurrent capacity of each Program Instance. Maximum concurrent capacity is the greater of the maximum number of individual human beings that have simultaneously accessed, used, or enjoyed the benefit of all Program Instances or the sum of all Standard Concurrent User keys installed on all Program Instances.
7. A Standard Concurrent User license key is permanent to a particular server or Program Instance. Standard Concurrent User license keys cannot be dynamically or otherwise re-allocated to other systems. A Standard Concurrent User license key may only be re-allocated to a replacement server if the original server is taken out of service. In the case of multiple Program Instances, the quantity of Standard Concurrent User license keys summed across all Program Instances must not exceed the quantity of Standard Concurrent User licenses.

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9. A user accessing, using, or enjoying the benefit of the Software simultaneously on two or more Program Instances of the Software requires a Standard Concurrent User licenses for each Program Instance.

## **B Standard Concurrent User License Model (External and Internal Users Permitted)**

The terms, conditions and limitations applicable to the use of Software licensed under the Standard Concurrent User License Model (External and Internal Users Permitted) shall be identical to those that apply to Software licensed under the Standard Concurrent User License Model, with the exception that Licensee may allocate Software Licenses to employees or contractors of Licensee's customers and business partners, in addition to employees or contractors of Licensee or its Affiliates.

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2. Licensee is not required to keep a record of the individuals who have been allocated a Software License and is not required to identify those individuals; and
3. Unless otherwise stated in the applicable Transaction Document or Documentation, Licensee may provide access to an unlimited number of individuals but to only one user concurrently.

## 7 Transactions Per Year License Model

1. In each calendar year, Licensee may use the Software to process a number of Transactions no greater than the maximum number of Transactions Per Year licenses granted to Licensee.
2. Licensee is responsible to ensure that the Software is configured to make a permanent record of all Transactions processed by the Software during each calendar year in accordance with the Documentation made available by OT. If a record is not kept or if any required data is deleted or removed from the system, OT may, in its sole discretion, reasonably estimate usage and the estimate will be conclusively deemed to be Licensee's actual use.
3. Unless a more restrictive License Model is also applicable, the Software may be loaded and executed on an unlimited number of Servers, CPUs or Program Instances.
4. If the number of Transactions during any calendar year exceeds the maximum number of Transactions Per Year licensed, Licensee must purchase the applicable additional Software Licenses to cover the total number of Transactions.

## 8 Server License Models

### A Production Server License Model

1. Licensee must purchase an individual Software License for each Server upon which the Software is installed or uploaded into the Server's memory.
2. The Software may be accessed and used by an unlimited number of individual employees or contractors of Licensee or its Affiliates.

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1. The terms and limitations applicable to the use of Software licensed under the Production Server (Limited Server Calls) License Model shall be identical to those that apply to Software licensed under the Production Server License Model except that the number of Server calls made to the Software on an annual basis is limited as described in the Transaction Document or the Documentation.

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## **A Production CPU License Model**

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2. The Software may be accessed and used by an unlimited number of individual employees or contractors of Licensee or its Affiliates.

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### **A Production Program Instance License Model**

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### **A Production Cluster License Model**

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## **12 Miscellaneous Licenses**

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4. At no point may an individual who has not been granted a Software License access or use the Software.
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## 14 Connectivity Products License Models

### A Standard Connectivity License Model

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3. Licensee may use the Software on a network provided that Licensee has a Software License for each individual user and each computer that can access that Software over the network;
4. Licensee may use the Software and any related updates on the computer or the computer that is connected to the Citrix/TSE Environment only while Licensee possesses and operates the computer;
5. A separate Software License is required for each additional computer on which the Software is installed or used, or for each additional user who can otherwise access the Software;
6. The Software may not be distributed outside of the country in which the license was obtained; and

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The terms, conditions and limitations applicable to the use of Software licensed under the Exceed onDemand Named User License Model shall be identical to those that apply to Software licensed under the Standard Named User License Model except that:

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2. Upon granting the Software License, OT shall issue a named user key (“**Key**”) which controls the number of named users who are allowed to access the Program Instance. Each Key may only be installed on one Program Instance of the ECS;
3. Access from the client component of the Software (“**Exceed onDemand Client**”) to the ECS is enforced through a list of named user identities maintained on the ECS;
4. When a user first establishes a connection from the Exceed onDemand Client to the ECS, the ECS will permanently grant a named user license to that user;
5. The ECS will stop granting access to new users when the number of named user licenses granted equals the number of user licenses allowed by the Key;
6. The Software may not be distributed outside of the country in which the license was obtained; and
7. The Exceed onDemand Client is licensed to be installed on a single computer per user.

## C Exceed onDemand Server License Model

The terms, conditions and limitations applicable to the use of Software licensed under the Exceed onDemand Server License Model shall be identical to those that apply to Software licensed under the Standard Concurrent User License Model except that:

1. “ECS” means the server component of the Software (and OpenText Secure Shell, if installed) which may only be installed on a single Server.
2. Upon granting the Software License, OT shall issue a concurrent user key (“**Key**”) which controls the number of users who are allowed to concurrently access the Program Instance. Each Key may only be installed on one Program Instance of the ECS;
3. The Software may not be distributed outside of the country in which the license was obtained; and
4. Except as otherwise provided herein, the client component of the Software (“**Exceed onDemand Client**”) is licensed to be installed on an unlimited number of computers.

## D Exceed TurboX License Model

The terms, conditions and limitations applicable to the use of Software licensed under the Exceed TurboX License Model shall be identical to those that apply to Software licensed under the Standard Concurrent User License Model except that:

1. Licensee may install server component (“**ETX Server**”), node component (“**ETX Node**”), and client component (“**ETX Client**”) of the Software, and the accompanying database Software on one or more computers (Collectively “**ETX Site**”);
2. Upon granting the Software License, OT shall issue a Standard Concurrent User key (“**Key**”). Each Key provided by OT may only be installed once on a single ETX Site;
3. The Key may be replicated only for the purposes of backup or failover;
4. The Software may not be distributed outside of the country in which the Software License was obtained; and
5. If a user suspends all of his or her sessions, a Software License will still be consumed until such a time as all of the user’s sessions are terminated.

## E NFS Gateway License Model

The terms, conditions and limitations applicable to the use of Software licensed under the NFS Gateway License Model shall be identical to those that apply to Software licensed under the Standard Concurrent User License Model except that:

1. If Licensee wishes to use the Software on multiple Servers for load balancing, performance improvement or other operational performance improvements (each additional Server shall be referred to as a “**Node**”), where connections will be made to a Node at the same time as the Server is functional, then additional Software Licenses are required for each Node in addition to the Server;
2. All connections to the Software on the Server initiated from the same computer using the same logon credentials constitute a single client connection (“**Client Connection**”). Upon granting the Software Licenses, OT shall issue a sequence of alphanumeric characters (“**Key**”) which represents the maximum number of Client Connections that are permitted to simultaneously access each resource on the Network File System shared by the Software. Each Key may only be installed on one Server or Node. The number of Client Connections Licensee is entitled to within each Server or Node is based on the initial Software License granted to the Licensee and any additional Software Licenses granted. Each Client Connection is a Standard Concurrent User and a separate Software License is required for A) each additional Client Connection, and B) each Client Connection to an additional Server or Node on which the Software is installed or used;
3. The Software may not be distributed outside of the country in which the license was obtained; and
4. Licensee may physically transfer the Software from one Server/Node to another provided that Licensee immediately removes any copy of the Software from the Server/Node from which the Software is being transferred.

## F NFS Server License Model

The terms, conditions and limitations applicable to the use of Software licensed under the NFS Server License Model shall be identical to those that apply to Software licensed under the Production Server License Model except that:

1. If Licensee wishes to use the Software on multiple Servers for load balancing, performance improvement or other operational performance improvements (each additional Server shall be referred to as a “Node”), where connections will be made to a **Node** at the same time as the Server is functional, then additional Software Licenses are required for each Node in addition to the Server;

2. The Software License allows an unlimited number of concurrent NFS Clients operating on one or more networks to access an unlimited number of the following Windows resources shared on the Server or Node: local drives, local directories, directories on the registered external disks, CD- ROMs, locally attached printers and network printer resources with a local print queue.
3. The Software may not be distributed outside of the country in which the Software License was obtained; and
4. Licensee may physically transfer the Software from one Server/Node to another provided that Licensee immediately removes any copy of the Software from the Server/Node from which the Software is being transferred.

## G Secure Server License Model

The terms, conditions and limitations applicable to the use of Software licensed under the Secure Server License Model shall be identical to those that apply to Software licensed under the Standard Concurrent User License Model except that:

1. All connections to the Software on the Server initiated from the same computer using the same logon credentials constitute a single client connection (“**Client Connection**”). Upon granting a Software License, OT shall issue a sequence of alphanumeric characters which represents the maximum number of Client Connections that can be used simultaneously on a Server at any given time (“**Key**”). Each Key may only be installed on one Server. The number of Client Connections used at any given time cannot exceed the maximum number of Client Connections based on Licensee’s initial Software License granted to Licensee and any additional Software Licenses granted. Each Client Connection is a Standard Concurrent User and a separate Software License is required for A) each additional Client Connection and B) each Client Connection to an additional Servers on which the Software is installed or used;
2. The Software may not be distributed outside of the country in which the license was obtained; and
3. Licensee may physically transfer the Software from one Server to another provided that Licensee immediately removes any copy of the Software from the Server from which the Software is being transferred.

# 15 Streamserve Transaction based License Models

## A Perpetual Streamserve Transaction License Model

1. In each calendar year, Licensee may use the Software to process a number of Transactions no greater than the maximum number of Transactions identified in the applicable Transaction Document.
2. The Software Licenses may not be allocated to any other party.
3. The Software may only be loaded and executed on computers or other IT hardware that is owned by the Licensee.
4. The Software may be loaded and executed on an unlimited number of Servers, CPUs or Program Instances.
5. The term of the Software Licenses is perpetual.
6. If the applicable Transaction Document includes a geographical limitation applicable to the use of the Software, the Software may only be used within the geographic territory identified in such Transaction Document.

## B Term Streamserve Transaction License Model

The terms, conditions and limitations applicable to the use of Software licensed under the Term Streamserve Transaction License Model shall be identical to those that apply to Software licensed under the Perpetual Streamserve Transaction Model except that:

1. In each calendar year, Licensee may use the Software to process a number of Transactions no greater than the maximum number of Transactions which is identified in the applicable Transaction Document; and
2. The term of the Software Licenses is limited to the term identified in the applicable Transaction Document or Documentation. If there is a discrepancy between the Transaction Document and Documentation, the Transaction Document takes precedence.



# 16 Product Specific Use Restrictions and Limitations

## A General

The following product specific use restrictions and limitations apply only to the specific Software product identified and govern the use of such product in addition to the terms, conditions and limitations applicable to the Software License and applicable License Model provisions set out in this License Model Schedule and the EULA. In the event of a conflict or inconsistency between the provisions in this section and those elsewhere in this License Model Schedule and the EULA, the provisions in this section will prevail to the extent of any conflict or inconsistency.

## B Oracle SOA and Fusion Middleware Suite (Oracle® Service-Oriented Architecture (SOA) Suite)

In addition to the other terms, conditions and limitations set out in the applicable License Model, Transaction Document, Documentation and the EULA with respect to Software Licenses to Oracle's SOA and Fusion Middleware Suite (Oracle® Service-Oriented Architecture (SOA) Suite) ("**Oracle Software**"), such Software License also limits the Licensee's use of the Oracle Software to managing users and documents related to the OT Software product "Open Text – Accounts Payable for Oracle" ERP suite only.

## C IDM Programs

1. **IDM** – Licensee may install and use this Program, but only on a Unix-based server, unless Licensee has purchased a separate license from OT, which can be achieved by requesting OT's written consent (such consent not to be unreasonably withheld) and paying any of OT's out-of-pocket third party expenses. If Licensee is using IDM on a Unix-based server connecting to an Oracle database, then Licensee will also be licensed under these same terms and conditions to use the ODBC drivers that OT makes available to Licensee, provided that Licensee must restrict its use of such drivers to be with only IDM.
2. **IDM Storage Manager for Jukebox** – Licensee may install and use this Program, but only in one (1) installation (i.e., one server, or one group of clustered servers, that executes only one instance of this Program) that is not based on Solaris, unless Licensee has purchased a separate license from OT,

which can be achieved by requesting OT's written consent (such consent not to be unreasonably withheld) and paying any of OT's out-of-pocket third party expenses.

3. **Outside In Viewer Technology** – IDM Programs include a limited version of Oracle's Outside In Viewer Technology. Oracle or its OT retains all ownership and intellectual property rights to the Outside In Viewer Technology. To the extent permitted by applicable law, Oracle's liability is disclaimed for (a) any damages, whether direct, indirect, incidental, special, punitive or consequential, and (b) any loss of profits, revenue, data or data use, arising from the use of the Outside In Viewer Technology. If OT audits Licensee's activity with the IDM Programs, OT is permitted to report the audit results to Oracle. In relation to the Outside In Viewer Technology, Oracle is designated as a third party beneficiary of the EULA, which excludes the application of the Uniform Computer Information Transactions Act.

## D Capture Programs

A Scan Station is deemed to be Low, Medium, High, or Ultra if either Column A or Column B applies. In the case of an inconsistency between Column A and Column B, Column B will apply. In the case of Column B, the highest level scanner type will apply to the extent any feature in such column applies. The parties acknowledge and agree that Column B is not an exhaustive list of features, and any ambiguity will be reasonably determined by Licensor in its sole discretion.

Scanner Type	Maximum Speed	Certain Features
Low	< 50 ppm	Simplex/Duplex; Greyscale, possibly Color, ADF; Max paper size 11x17 PixTrans ISIS Level 1 & 2
Medium	50-90 ppm	Simplex/Duplex; Image processing, barcode, endorser support, book/microfilm, MFD, Color, Multi-Stream PixTrans ISIS Level 3
High	>90 ppm	Duplex/Continuous Feed; Production, mission-critical, Image processing, barcode, imprinter, Multi-Stream, etc., PixTrans ISIS Level P
Ultra	N/A	Specifically for IBML ImageTrac Scanners



## Actuate Appendix

License Model Schedule – Actuate License Models

# 1 Actuate Product Specific Software License Parameters and Limitations

The following terms, conditions and restrictions specified in the following License Models apply to, and govern the use of, Actuate Software Licenses granted pursuant to:

- A. the License Model definitions in this Section; and
- B. the terms and limitations applicable to the Software License set out in this License Model Schedule and the EULA.

In the event of a conflict or inconsistency between the provisions found in this Appendix and those found elsewhere in this License Model Schedule and the EULA, the provisions found in this Appendix will prevail to the extent of any conflict or inconsistency.

For purposes of this Section:

1. **“Instance”** means each copy or implementation of the Software installed on a Server or clustered group of Servers; provided, however, that for 100% Java products “Instance” shall mean each copy or implementation of the operating system on which the Software can run; and
2. **“Access”** means: (x) being authorized to run, use or execute or actually running, using or executing the Software; or (y) being an intended recipient of content generated by the Software whether online, via e-mail, or in printed form (e.g., a monthly financial statement).

## A Actuate Named User License Model

Licensee agrees to exercise its license to Software designated as “Actuate Named User” subject to the following restrictions:

1. An “**Actuate Named User**” means (a) an individual person, or (b) a user ID in the Software or in an external system, with Access to the Software.
2. Actuate Named User Software is licensed on a per Actuate Named User, per Software component, per Instance, per Deployment Type basis. Thus, each individual Actuate Named User must have a separate Actuate Named User license for each Instance of a Software component they Access for each Deployment Type deployed. Multi-Tenant Option requires a separate Actuate Named User License for each “Encyclopedia Volume” (i.e., application) that an Actuate Named User Accesses.
3. **Access by Actuate Named Users.** Licensee may not grant Access to the Software to any Actuate Named User unless Licensee has allocated a lawfully obtained Actuate Named User license to such Actuate Named User and documented such allocation.
4. Licensee may not allocate Actuate Named User licenses to functions or shared positions. If Licensee has allocated an Actuate Named User license to a particular employee or independent contractor who then leaves Licensee’s organization or moves to a position in which such individual will no longer use the Software, Licensee may reallocate the Actuate

Named User License to another Actuate Named User provided that (a) the previously allocated Actuate Named User no longer has Access to the Software and (b) Licensee does not reallocate Actuate Named User licenses more than once every twelve (12) months.

5. Licensee must document all allocations of Actuate Named User Licenses to individual Actuate Named Users and make such documentation available to OT upon request. If Licensee fails to comply with these allocation rules, Licensee shall be considered to be in material breach of the EULA and have allocated one (1) Actuate Named User License to every employee and independent contractor in Licensee’s organization and Licensee shall pay to OT the resulting license and support fees in addition to any other rights and remedies OT may have under such circumstances.
6. **Maximum Number of Actuate Named Users.** The maximum number of Actuate Named Users shall be one (1) unless OT, or a reseller or distributor with OT’s authority has agreed in writing to a greater number.

## B Actuate Named User Subscription License Model

The License Model terms and limitations applicable to Software licensed as “Actuate Named User Subscription” are identical to those that apply to the Software licensed under the “Actuate Named User” License Model except as noted below:

1. Maintenance and support services are included with each license to the Actuate Named User Subscription Software as identified in each Transaction Document.
2. Subscription licenses for the Actuate Named User Subscription Software are only granted for the period of the Subscription Term as identified in each Transaction Document.

## C Actuate Named Developer License Model

Licensee agrees to exercise its license to Software designated as “Actuate Named Developer” subject to the following restrictions:

1. An “**Actuate Named Developer**” means (a) an individual person, or (b) a user ID in the Software or an external system, with Access to the Software, which Software is licensed for Development purposes only. Actuate Named Developer Software is allocated on a per Actuate Named Developer, per Software component, per Instance basis. Thus, each Actuate Named Developer must have a separate Actuate Named Developer License for each Software component on each Instance they Access for Development.
2. “**Development**” means the Software may be used for design, implementation, customization and integration in a single-user development environment. Software licensed for Development may not be used in Production or for any other non-Development activity, including, without limitation to determine that a particular implementation functions as intended (i.e., user acceptance testing (“UAT”).
3. **Access by Actuate Named Developers.** Licensee may not grant Access to Actuate Named Developer Software to any Actuate Named Developer unless Licensee has allocated an obtained an Actuate Named Developer Software license to such Actuate Named Developer and has documented such allocation. Licensee may not allocate Actuate Named Developer Software licenses to functions or shared positions. If Licensee has allocated an Actuate Named Developer Software license to a particular Actuate Named Developer who then leaves Licensee’s organization or moves to a position in which such Actuate Named Developer will no longer use the Actuate Named Developer Software license, Licensee may reallocate the Actuate Named Developer

Software license to another Actuate Named Developer provided that (a) the previously Actuate Named Developer no longer has Access to the Software and (b) Licensee does not reallocate Actuate Named Developer Software licenses more than once every twelve (12) months.

4. **Identification of Actuate Named Developers.** In addition to the information required by the Actuate Named Developer License Model Section of this License Model Schedule, Licensee must: (a) identify the number of individual Actuate Named Developers using the Actuate Named Developer Software, and (b) identify each computer that each such Actuate Named Developer will use for Development.

## D Actuate Named Developer Subscription License Model

The License Model terms and limitations applicable to “Actuate Named Developer Subscription” Software are identical to those that apply to the Software licensed under the “Actuate Named Developer” License Model except as noted:

1. Maintenance and support services are included with each license to the Actuate Named Developer Subscription Software as identified in each Transaction Document.
2. Subscription licenses for the Actuate Named Developer Subscription Software are only granted for the period of the Subscription Term as identified in each Transaction Document.

## E Actuate CPU Core License Model

Licensee agrees to exercise its license to Software designated as “Actuate CPU Core” subject to the following restrictions:

1. Actuate CPU Core Software is licensed on a per CPU Core, per Software component, per Instance, per Deployment Type basis. Thus, each CPU Core must have a separate Actuate CPU Core Software License for each Instance of each Actuate CPU Core Software component installed for each Deployment Type. “**CPU Core**” means a single core (if applicable) of each processor, whether physical or virtual, on each computer. For products that are 100% Java-based only, the number of CPU Cores shall be the greater of (a) the number of CPU Cores as reported by the JVM (i.e., Java Virtual Machine) or (b) the number of CPU Cores as defined in the preceding sentence.
2. Licensee shall configure the Actuate CPU Core Software so that it can only be executed or run on the number of licensed CPU Cores. The licensed number of CPU Cores is one (1) unless OT, or a reseller or distributor with OT’s authority, specifies a greater number in writing. Every CPU Core on the server

environment including, but not limited to, remote clustered nodes that has the ability to execute or run Software, must be separately licensed.

## F Actuate CPU Core Subscription License Model

The License Model terms and limitations applicable to Software licensed as “Actuate CPU Core Subscription” are identical to those that apply to the Software licensed under the “Actuate CPU Core” License Model except as noted below:

1. Maintenance and support services are included with each license to the Actuate CPU Core Subscription Software as identified in each Transaction Document.
2. Subscription licenses for the Actuate CPU Core Subscription Software are only granted for the period of the Subscription Term as identified in each Transaction Document.

## G Actuate Work Unit License Model

Licensee agrees to exercise its license to Software designated as “Actuate Work Unit” subject to the following restrictions:

1. “**Work Unit**” means a unit of work performed by the Software.
2. Actuate Work Unit Software is licensed on a per Work Unit, per Software component, per Instance, per Deployment Type basis. Thus, each individual Work Unit must be separately licensed for each Instance, each Software component, and each Deployment Type. Licensee shall configure the Software so that each Instance of the Software can only execute or run the number of licensed Actuate Work Units.

## H Actuate Work Unit Subscription License Model

The License Model terms and limitation applicable to “Actuate Work Unit Subscription” Software are identical to those that apply to the Software licensed under the “Actuate Work Unit” License Model except as noted below:

1. Maintenance and support services are included with each license to the Actuate Work Unit Subscription Software as identified in each Transaction Document.
2. Subscription licenses for the Actuate Work Unit Subscription Software are only granted for the period of the Subscription Term as identified in each Transaction Document.

## I Actuate Concurrent User or Session License Model

Licensee agrees to exercise its license to Software designated as “Actuate Concurrent User or Session” subject to the following restrictions:

1. **“Session”** means a (i) person, (ii) Server or (iii) computing device that (a) requests the execution of, or receives for execution, a set of commands, procedures, or applications from the Software or that is otherwise managed by the Software, or (b) who is Accessing the Software, be it directly or indirectly (e.g. via Multiplexing, device, or application server, or by any other means). **“Concurrent Sessions”** means the peak/highest number of Sessions that exists at any point in time.
2. Actuate Concurrent Session Software is licensed on a per Concurrent Session, per Software component, per Instance, per Deployment Type basis. Licensee must have a separate license for each Concurrent Session, Instance, Software component, and Deployment Type. Licensee shall configure the Software so that each Instance of the Software can only execute or run the number of licensed Actuate Concurrent Sessions.

## J Actuate Concurrent Request License Model

Licensee agrees to exercise its license to Software designated as “Actuate Concurrent Request” subject to the following restrictions:

1. **“Request”** means a request for execution of commands, procedures or applications or other work in or by the Software by a (i) person (whether real or simulated), (ii) Server or (iii) other computing device, whether directly or indirectly.
2. Actuate Concurrent Request Software is licensed on a per Request, per Software component, per Deployment Type, per Instance basis. Licensee shall configure the Software so that the Software can only execute or run the peak number of licensed Requests. Requests will be queued and processed sequentially based on the actual number of Requests made and the number of Requests that are licensed.

## K Actuate Concurrent Request Subscription License Model

The License Model terms and limitations applicable to Software licensed as “Actuate Concurrent Request Subscription” are identical to those that apply to the



Software licensed under the “Actuate Concurrent Request” License Model except as noted below:

1. Maintenance and support services are included with each license to the Actuate Concurrent Request Subscription Software as identified in each Transaction Document.
2. Subscription licenses for Actuate Concurrent Request Subscription Software are only granted for the period of the Subscription Term as identified in each Transaction Document.

## L Actuate MIPS License Model

Licensee agrees to exercise its license to Software designated as “Actuate MIPS” subject to the following restrictions:

1. **“MIPS”** means millions of instructions per second. The MIPS capacity of a computer shall be calculated by reference to the pertinent manufacturer’s published schedules. In the event a special purpose processor, designed to perform one (1) or more dedicated functions, is being used as a general purpose processor, OT shall treat such processor as a general purpose processor in order to calculate MIPS capacity.
2. Actuate MIPS Software is licensed on a per MIPS, per Software component, per Instance, per Deployment Type basis. Actuate MIPS Software must be separately licensed for each Instance, Software component, and Deployment Type. Licensee shall configure the Software so that each Instance of the Software can only execute or run the number of licensed MIPS.

## M Actuate MIPS Subscription License Model

The License Model terms and limitations applicable to Software licensed as “Actuate MIPS Subscription” are identical to those that apply to the Software licensed under the “Actuate MIPS” License Model except as noted:

1. Maintenance and support services are included with each license to the Actuate MIPS Subscription Software as identified in each Transaction Document.
2. Subscription licenses for the Actuate MIPS Subscription Software are only granted for the period of the Subscription Term as identified in each Transaction Document.

## N Big Data Analytics License Model

Licensee agrees to exercise its license to Software designated as “Big Data Analytics” subject to the following restrictions:

1. Big Data Analytics Software is licensed for use by Data Rows per Deployment Type basis. A “**Data Row**” represents a single, implicitly structured data item in a table contained within the Big Data Analytics data repository. Licensee is only permitted to process, transfer or store the number of Data Rows that are authorized and Licensed by OT per Deployment Type.

## O Big Data Analytics Subscription License Model

The License Model terms and limitations applicable to Software licensed as “Big Data Analytics Subscription” are identical to those that apply to the Software licensed under the “Big Data Analytics” License Model except as noted:

1. Maintenance and support services are included with each license to the Big Data Analytics Subscription Software as identified in each Transaction Document.
2. Subscription licenses for the Big Data Analytics Subscription Software are only granted for the period of the Subscription Term as identified in each Transaction Document.

## P Actuate Cloud License Model

Licensee agrees to exercise its license to Software designated as “Actuate Cloud License” subject to the following restrictions:

1. In return for (a) payment of the initial Actuate Cloud License fee (such fee to be invoiced by OT in advance and to be paid by Licensee within thirty (30) days of the date of OT’s invoice), (b) Licensee’s continued compliance with all of its obligations under the EULA, and (c) payment of applicable upgrade license fees and maintenance fees, if any, OT grants Licensee the following additional license right to the Software (“**Actuate Cloud License**”).
2. During the initial Actuate Cloud License term, which starts on the date of the order, Licensee may use the Software subject to the Actuate Cloud License (“**Cloud License Software**”) in “cloud” hardware environments, or other environments where the underlying Server hardware changes, so long as the hostname for such Server hardware remains static. Notwithstanding the foregoing, should the hostname for such Server hardware change, Licensee shall request a new license key from OT, shall immediately and permanently stop all use of and destroy the old key, and certify to OT in writing that the old key has been destroyed. The Cloud License Software must be paid up and

receiving Support and Maintenance to be entitled to a new license key. For the sake of clarity, the Actuate Cloud License only allows Licensee to run one (1) Instance of the Cloud License Software within the licensed parameters (e.g. purchased number of CPU Cores and deployment types) at any time.

3. Licensee shall provide identifying information as requested by OT for the Server hardware installed with the Cloud License Software at the beginning of the Actuate Cloud License term and at the termination of any Actuate Cloud License.
4. (iv) Following the initial committed Actuate Cloud License term, or any subsequent contractually committed Cloud License term, Licensee and OT may elect to renew the Actuate Cloud License annually. Upon expiration of the initial Actuate Cloud License Term or any subsequent contractually committed Cloud License term, the Actuate Cloud License term shall renew automatically on an annual basis at the then current list prices at the time of the applicable renewal. Notwithstanding the foregoing, Licensee or OT may elect to cancel the Actuate Cloud License at the end of a committed Cloud License term by providing written notice to the other at least sixty (60) days prior to the end of such term. Upon termination of the Actuate Cloud License, Licensee must provide OT with the Identifying Information for the Server hardware to which Licensee desires to fix the Cloud License Software.
5. (v) Upon termination of the Actuate Cloud license, Licensee may be required to pay a license upgrade fee and maintenance services fee associated with the Server hardware on which the Software resides at the time of termination of the Actuate Cloud License (“**Latest Hardware**”) as compared to the Server hardware on which the Cloud License Software was installed at the start of the Actuate Cloud License (“**Initial Hardware**”), if applicable and in accordance with the EULA. There will be no license upgrade fee and corresponding maintenance services uplift fee owed upon termination of the Actuate Cloud License if the SPECInt rating of the Latest Hardware is less than or equal to the SPECInt rating of the Initial Hardware.

## Q Actuate Server License Model

Licensee agrees to exercise its license to Software designated as “Actuate Server” subject to the following restrictions:

1. Licensee shall configure Software licensed on a Actuate Server basis so that Licensee can only execute one (1) Instance of Software on one (1) CPU Core on one (1) Server unless OT or a reseller or distributor with OT’s authority, specifies a greater number in writing.

## R Actuate Server Subscription License Model

The License Model terms and limitations applicable to Software licensed as “Actuate Server Subscription” are identical to those that apply to the Software licensed under the “Actuate Server” License Model except as noted:

1. Maintenance and support services are included with each license to the Actuate Server Subscription Software as identified in each Transaction Document.
2. Subscription licenses for the Actuate Server Subscription Software are only granted for the period of the Subscription Term as identified in each Transaction Document.

## S Actuate Platform CPU Core License Model

Licensee agrees to exercise its license to Software designated as “Actuate Platform CPU Core” subject to the following restrictions:

1. “**Platform**” means the combination of a Server or CPU Cores and a certain number of Actuate Named Users. Actuate Platform License Software may only be used: (a) on the number of CPU Cores and (b) by the number of Actuate Named Users specified. Use of Software licensed under an Actuate Platform License is also subject to the terms applicable for Actuate Named User Licenses and Actuate CPU Core licenses. Licensee shall configure the Software licensed on an Actuate Platform CPU Core basis so that such Software can only execute and run the number of CPU Cores that are licensed. The licensed number of Actuate CPU Cores and Actuate Named Users is one (1), unless OT or a reseller or distributor with OT’s authority, specifies a greater number in writing.

## T Actuate Web Server License Model

Licensee agrees to exercise its license to Software designated as “Actuate Web Server” subject to the following restrictions:

1. “**Web Server**” means a computer or computer program responsible for accepting HTTP requests from client applications (e.g., a web browser running on a computer or phone) and serving them HTTP responses along with optional data contents, which usually are web pages such as HTML documents and linked objects (e.g., images, etc.). Licensee shall configure Software licensed on an Actuate Web Server basis to allow one (1) Named User to Access a single Web Server. Use of Software licensed under an Actuate Web

Server License is also subject to the terms applicable for Actuate Named User Licenses. Access of each additional Web Server by a separate Named User requires a separate Actuate Web Server License unless OT or a reseller or distributor with OT's authority has agreed in writing to a greater number.

## U Actuate Repository Restricted License Model

Licensee agrees to exercise its license to Software designated as "Actuate Repository Restricted" subject to the following restrictions:

1. **"Repository"** means a distinguishable collection of records or information stored in a computer in a systematic (i.e., structured) way so that the Software can query it for its operation. Licensee shall configure Software licensed on an Actuate Repository basis so that Licensee can save data to or report from one (1) Instance of one (1) Repository unless OT, or a reseller or distributor with OT's authority, has agreed in writing to a greater number. The ability to access or save data or report from each additional Instance of a Repository requires a separate Repository License.

## V BIRT PowerDocs License Model

Licensee agrees to exercise its license to Software designated as "BIRT PowerDocs" subject to the following restrictions:

1. BIRTPowerDocs Software is licensed on an Actuate Named User basis (as described above).
2. BIRT PowerDocs Software may also only be used to generate the number and type of BIRT Power Docs Documents that Licensee has purchased for a given twelve (12) month period.
3. Each year, within three (3) business days following the anniversary of the purchase of the license for the BIRT PowerDocs Software, Licensee agrees to provide OT with unaltered log files generated by the BIRT PowerDocs Software. Upon receipt of the log files, OT will compare Licensee's use during that year with what Licensee purchased. If use is equal to or less than what Licensee paid for, OT will issue new license keys. If Licensee's use exceeds what was paid for, OT will issue new license keys after Licensee has paid the fees for the overage based on OT's then-current price list plus interest called for in the Agreement. No refunds will be issued if Licensee's use is less than what it purchased.
4. **"BIRT PowerDocs Software"** means both BIRT PowerDocs On-Premise Software and the BIRT PowerDocs Cloud Service.

5. The following special definitions apply to BIRT PowerDocs Software (On-Premise and Cloud):
  - a. **“Batch Document”** means a BIRT PowerDocs Document scheduled and generated in a non-synchronous manner.
  - b. **“BIRT PowerDocs Document”** means each PDF and OOXML file (docx) as measured by the BIRT PowerDocs Software.
  - c. **“Real-Time Document”** means a BIRT PowerDocs Document that is managed in a synchronous manner and available to be generated immediately when the request is made.

## 2 Deployment Types to Actuate Product Specific Software Licenses

### A Production

If OT, or a reseller or distributor with OT authority, notifies Licensee in writing that Licensee has received a Production License to a particular item of Software, then the following license terms and conditions apply to Licensee in addition to all other terms of the License Model Schedule and the EULA:

1. **“Production”** means the Software may be used in support of live business operations.

### B Non-Production

If OT, or a reseller or distributor with OT’s authority, notifies Licensee in writing that Licensee has received a Non-Production License to a particular item of Software, the terms and conditions governing the use of Non-Production Licenses as defined in the General License Types section of the License Model Schedule shall apply.

## Version history

The following table sets out the version history of the License Model Schedule.

Version	Release Date	Status	Comments
2.0	21 July 2016	Current.	Redraft of License Models. Addition of Software Specific terms for Actuate and Connectivity Products.
1.2	17 November 2011	<i>Superseded</i>	
1.1	10 June 2011	<i>Superseded</i>	
1.0	11 January 2011	<i>Superseded</i>	

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