

License Model Schedule for ECD Software

Effective date: 12 March 2021

1. PRODUCT SPECIFIC SOFTWARE LICENSE PARAMETERS AND LIMITATIONS

A. Application

The information in this License Model Schedule for ECD Software is provided to define the license rights and limitations for OpenText ECD software products only (“ECD Software”) as may be licensed to a Licensees by direct software license purchase from OpenText (“OT”) or through a Reseller. In either case, the ECD Software is licensed via a Unit of Measure (“UOM”) that quantifies the scope of the license rights being granted on the basis of the particular licensing model used by OT for such ECD Software. These licensing models are described in this License Model Schedule for ECD Software.

The UOM applicable to the ECD Software may be designated in the ECD Software product description in the Transaction Documents (via e.g. product specific terms, the last two letters of the product description, Unit of Measure on an order, or otherwise) using the UOM Codes described in Table 1 (below):

Table 1: Unit of Measure Codes

<i>UOM Code</i>	<i>Unit of Measure</i>
CA	ECD Registered Capacity
IA	ECD Instance
MA	ECD Managed Entity
PA	ECD Pages Processed Per Year
UA	ECD Named User
UB	ECD Concurrent User
ZA	ECD Central Processing Unit cores

B. Definitions

In the event of any conflict between definitions found in this document and definitions found in the End User License Agreement (“EULA”) or any other License Model Schedule published by OT, the definitions found in this document will control to the extent of any inconsistency. Any capitalized term used in this document for which a definition is not provided herein, shall have the meaning set forth in the EULA.

2. ECD SOFTWARE MODELS

A. ECD Registered Capacity License Model

Model Description

Licensing and pricing is based upon the Registered Capacity of one or more Server or other device(s) on which the ECD Software is licensed for use. The Registered Capacity is defined as the maximum quantity of data, measured in terabytes, for which the functionality of the ECD Software is authorized for use. If there is a need for capacity in excess of the licensed Registered Capacity, Licensee must increase the Registered Capacity through the purchase of an appropriate number of additional Software Licenses, or through the purchase a new base product plus ECD Software.

Model Specific Terms and Conditions

If ECD Software is licensed for use only on a specifically identified device, then each device requires the purchase of (i) an initial base product (independent of Registered Capacity) and (ii) an additional quantity of add-on products that reflect the amount of Registered Capacity on which the applicable ECD Software is authorized for use.

B. ECD Instance License Model

Model Description

Licensing and pricing is based upon the nature of the hardware platform on which the ECD Software operates. It includes servers that run a single instance, partition, or virtual machine as well as servers that run multiple instances, partitions, or virtual machines (both physical and virtual machines). Each partition running the application constitutes an instance. This model is used with server-based ECD Software. An engine consists of a CPU, cache and data storage (regardless of the speed, performance or capacity of the engine components), as designated by OT. This model is also used with clusters. A cluster is a collection of more than one node.

C. ECD Managed Entity License Model

Model Description

Licensing and pricing is based upon the total number of entities being managed by the ECD Software. An entity is defined as any singular item being managed by the ECD Software and can include, for example, a running instance of a software program, an abstract resource, or a user. The ECD Software licensed under this model may be used on or with a specific entity or quantity of entities of a specified type.

D. ECD Pages Processed Per Year License Model

Model Description

Licensing and pricing is based upon the cumulative number of pages processed per calendar year by the ECD Software. In each calendar year, Licensee may use the ECD Software to process a number of document pages no greater than the maximum number of pages processed per year, as identified in the applicable Transaction Document or Documentation.

E. ECD Named User Licensing Model

Model Description

Licensing and pricing is based upon the total number of unique named users or seats authorized to access the ECD Software, whether such users are actively using the ECD Software, or accessing the ECD Software at any given time. If a named user of the ECD Software leaves the employ of the Licensee, or moves into a role that doesn't require access to the ECD Software, the seat does not have to be relinquished by the Licensee, but can be reassigned to a different named user.

F. ECD Concurrent User Licensing Model

Model Description

This model specifies the maximum number of concurrent users who are accessing the ECD Software at any instance in time.

G. ECD Central Processing Unit ("CPU") Model

Model Description

Licensing and pricing is based upon the total number of CPU cores present in the computer upon which the ECD Software will operate. The ECD Software is licensed per physical dual-core device ("Dual-Core CPU"). Licensee must purchase an individual Software License for each Dual-Core CPU on which the ECD Software is executed or made available to execute.

3. ADDITIONAL INFORMATION

A. Software Access and Use Requirements

Except as otherwise agreed in writing, licenses are required for each device/user accessing or using the ECD Software, notwithstanding any non-OT technology used to: (i) reduce the number of devices or users the ECD Software directly manages; (ii) pool or multiplex connections; or (iii) reduce the number of devices/users accessing or using the ECD Software.

B. Custom Client

An ECD Named User license of Custom Client is required for each user of any third party or custom software application accessing a Documentum Content Server repository and deploying full read/write access to the Documentum Content Server, including applications providing end-user access via application servers, commerce servers, Web servers, indexing servers, or personalization servers.

C. Read-Only Access

Per-Seat licenses of Read-Only Client, or Documentum Platform Bundle, which includes Read-Only entitlement, are required for each user of each software application accessing a Documentum Content Server repository and deploying read-only access to the Documentum Content Server, including applications providing access via application servers, commerce servers, Web servers or personalization servers. Read-Only Access is limited to only the following Documentum Content Server functionality: individual login, individualized security, query/search capability, viewing of content and properties, and personalized delivery of content based on user or information and/or security. By way of example, without limiting the foregoing, access to the following functionality is excluded from Read-Only Access: import or creation of new content, editing of existing content or properties (check in/checkout), creation of and participation in workflows, promotion or demotion of content in a lifecycle, creation of lifecycles, or any other operation that changes the content of a Documentum Content Server repository. Licensee is responsible for proper configuration of the system to ensure that Read-Only users are limited to read-only functionality via access control settings. The Documentum Platform Bundle license provides entitlement for Read-Only access using Webtop or third-party custom clients. No other Documentum clients may be used for Read-Only access.

D. xCP User

xCP User - Single App is licensed for a Named User to access a single xCP-based application. If a user needs access to more than one xCP-based application, an additional xCP User - Single App license is required or the user should be licensed for the xCP User Unlimited license.

E. Application Specific Licensing (ASL)

Any software product OT designates as Application Specific License products, including the underlying components of any software bundle, may only be used for the specific solution/application for which it is licensed. Use of the software or any individual components for any other purpose, including general content management functionality, is prohibited. The following is a partial list of software products designated as ASL products:

- OT Clinical Archiving
- OT Documentum for Life Sciences – Quality and Manufacturing
- OT Documentum for Life Sciences – Electronic Trial Master File
- OT Documentum for Life Sciences – Research and Development
- OT Documentum for Life Sciences – Submissions Store and View
- OT Documentum for Life Sciences – Contributor
- OT Documentum for Life Sciences – Consumer
- OT Engineering, Plant and Facilities Management – Asset Operations
- OT Engineering, Plant and Facilities Management – Capital Projects
- OT InfoArchive
- OT Clinical Archiving
- OT Medical Image Manager
- OT Medical Records Manager

4. TEMPORARY TERM EXPIRING LICENSES

A. Evaluation and Other Non-Production Use Licenses

In certain instances and at OT's discretion, OT may grant a short-term license for the purpose of demonstration, evaluation, or some other non-production internal use. Such license may be issued as a 30-day license for standalone ECD Software or a 90-day license for array-based systems Software. At the end of the temporary term, the license to use the ECD Software expires and the ECD Software may cease to operate. The temporary term begins once the licenses are made available (e.g., either by making the ECD Software available for download or by delivering the CD to the Licensee).

B. Failover Expiring Licenses

Each license entitlement includes the right to run the ECD Software on a separate computer in a failover environment for up to 30 separate days in any given calendar year for purposes of emergency management. Any use beyond the right granted in the previous sentence must be licensed separately and the same license metric must be used when licensing the ECD Software. License keys for such licenses must be obtained from OT.

C. Backup Testing Expiring License

For the purpose of testing physical copies of backups, license rights include the capability to run the ECD Software on an unlicensed computer for up to 30 days in any given calendar year. License keys for such licenses must be obtained from OT. Any use beyond the right granted in the previous sentence must be licensed separately and the same license metric must be used when licensing the ECD Software.

D. Emergency Expiring License

OT will allow and support the use of emergency licenses for customer critical situations, such as getting back into production in a disaster recovery situation or resolving a situation with an incorrect License Key being delivered. Each license entitlement includes the right to run the ECD Software on an unlicensed separate computer for up to 30 separate days in any given calendar year. License keys for such licenses must be obtained from OT. Any use beyond the right granted in the previous sentence must be licensed separately and the same license metric must be used when licensing the software.

E. Service License

OT will allow the use of service-related licenses for customer situations in conjunction with OT's support organization when initiated and used by OT support personnel. The license includes the right to run the ECD Software on an unlicensed separate computer for up to 30 separate days in any given calendar year.

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