



The Information Company

License Model Schedule for CEM Software

Version: 1.1

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IMPORTANT: THIS LICENSE MODEL SCHEDULE FOR CEM DOCUMENT ONLY APPLIES TO THE PRODUCTS LISTED BELOW. IF THE PRODUCT YOU HAVE LICENSED IS NOT ON THIS LIST, THEN PLEASE REFER TO THE OTHER LICENSE MODEL SCHEDULES AVAILABLE AT WWW.OPENTEXT.COM/AGREEMENTS.

Products	Applicable Sections
OT Exstream	I
OT Output Server	II
OT TeamSite, OT LiveSite, OT OpenDeploy, OT MediaBin, OT LiquidOffice and OT Teleform	III

Evaluation Licenses

If the legal quotation ("Quote"), Transaction Document or mutually executed document for the order of the referenced Software indicates the license is for evaluation purposes ("Evaluation License"), then the applicable standard License Model applies except that (unless the parties otherwise agree in the Transaction Document):

1. Licensee may install and execute the Software on a single Server;
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 it generally;
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.

I. OT EXSTREAM

II. In addition to the governing agreement (“Agreement”) and any terms and conditions set forth in a legal quotation (“Quote”), Transaction Document or mutually executed document for the order of the referenced Software, the following License Models are applicable to OT Exstream Software and are incorporated by reference into the applicable Quote or mutually executed document. In the event of conflict, these License Model terms supersede the terms of the Agreement and applicable Quote, Transaction Document or mutually executed document.

A. Definitions

Capitalized terms not otherwise defined in this License Model Schedule for CEM Software are defined in the governing Agreement, Quote, Transaction Document or mutually executed document.

Term	Definition
Central Processing Unit (“CPU”)	means a system in a single integrated circuit package with one or more discrete processing Cores.
Cold Backup Environment	means a standby Non-Production Environment which is NOT up and running. If the Production Environment breaks down, or needs to be taken out of service, Customer may start the Cold Backup Environment in order to take over for the Production Environment while it is inoperable.
Concurrent Use	means use by more than one computer or user at a time, but not to exceed the maximum number of computers or users specified in a Quote or mutually executed document.
Concurrent or ‘CC’ Users	means the Software is licensed by the number of Users that simultaneously Use the Software at any one point in time. The Software can be installed on any number of computers, provided that the actual usage of the Software does not exceed the number of licenses purchased.
Core	means a part of a CPU that executes a single stream of compiled instruction code.

Customer (or Licensee)	means the legal entity to which OT has granted a Software license.
Designated Server(s)	means a single physical computer housed in a single unit comprising one or more CPUs that has been designated for running OT Exstream.
Designated Server(s) Location	means the physical address of the facility where the Server(s) that houses the Software is located or the Cloud Data Center.
Development and/or Testing Environment	means a Non-Production Environment to be used solely for internal use for (i) developing Customer add-on applications in order to access the licensed Software (ii) migration testing (iii) pre-production staging or (iv) version upgrades/configuration and transition purposes.
Editor Software	means the Workstation-based or browser based Software used by end-users to edit Interactive Documents.
E-LTU and E-Media	means products which are electronically delivered only, and as such any reference to FOB destination or delivery methods (other than electronic) that are stated in Customer's purchase order shall be null and void with respect to these E-LTU or E- Media products.
Engine	means the executable application which produces output from OT Exstream design environment to the Customer's licensed Environment(s).
Engine Based (Floating)	means a license allowing the Software to be used concurrently (as defined above) across multiple Servers (as defined below) or Virtual Environments (as defined below). The Software may be installed on an unlimited number of Servers with the same Operating System and within the designated Environments with usage governed by the licensed concurrent Servers.
Environment	environment to the Customer's licensed Environment(s). means the type of Use, licensed Server(s) or Engine(s) may be used for such as Production Environment(s), Development Environment(s) and/or Hot Backup Environment(s).
Fail or Failover	means that multiple Seat Based users or multiple Servers are allowed to concurrently Use available license(s) that are not tied to a specified Workstation or Server.
Floating	means that multiple Seat Based users or multiple Servers are allowed to concurrently Use available license(s) that are not tied to a specified Workstation or Server.
Floating Design Seats	means a license allowing the design tools Software to be used Concurrently (as defined above) across multiple Workstations (as defined below) or Virtualized Environments (as defined below) in conjunction with a License Server.
OT Hosted License Server	means the Server maintained by OT at an OT location and accessible by the design tools software through the internet for the purposes of managing Node Locked and Virtual Design Seat license usage.
Hot Backup and/or Standby Environment	means a Non-Production Environment which is up and running, ready to take over from the Production Environment, if the Production Environment breaks down or needs to be taken out of service.
Instance Based or Instance	means each implementation of the Software within a Designated Server Location.
Interactive Document	means Customer communication documents which through design (e.g. programmatic intelligence) can control what the user can do within the document

	editing experience and natively integrate into a workflow.
License Server(s)	means the Server upon which the Floating license file is installed and used to authorize the Floating request. For the avoidance of doubt, this is the mechanism by which the License is checked out for usage and is not a stand-alone license metric described in the Quote or mutually executed document itself. License Servers are a requirement of Engine Based (Floating) licensing and Floating Design Seats. The License Server is supported on Windows only.
LTU	means license to use.
Node Locked	means a license allowing for the Software to be installed on a designated physical Workstation or Server. One (1) license is required for each Instance of use.
Non-Production Environment(s)	means internal Use which is limited to Use in a Development Environment (s) and/or Hot and Cold Backup Environment(s). This Non-Production Environment requires the previous or concurrent purchase and support equivalent to or greater than Production Environment. Support for Non-Production Environment is restricted to the period of and current status of the equivalent Production Environment.
Operating System	means the Software designed to control the hardware of a specific data-processing system in order to allow users and application programs to make use of it.
Production Environment	The Software may be used solely on the specified quantity of licensed production Server(s) and/or Engines using the licensed Operating System to produce delivery- ready communications in batch, on demand or interactive environments.
Seat Based	means the Software that is licensed per individual user.
Server or Svr	means a single operating system instance housed in a single unit or virtual machine comprising one or more CPUs that has been designated for running a specific Server application(s). For example, a single physical computer with four (4) CPUs running Linux would be considered one (1) Server. A single physical computer with eight (8) CPUs running four (4) Linux virtual machines would be considered four (4) Servers.
Server ID or System ID	means the unique identifier for the Server.
Software	means machine-readable instructions and data (and copies thereof), and related updates and upgrades, licensed materials, user documentation, user manuals, and operating procedures.
Software Key	means a key that enables the Software components that may be accessed by Customer and which may have an expiration date that renders the Software unusable upon expiration.
Term License to Use or Term LTU	means a Software LTU which indicates in its license description that the license is valid for a specific period of time such as one (1) month, one (1) year, etc. Term LTU's are not perpetual license(s).
Third Party	means an external entity that is authorized by Customer to provide services to Customer, such as consulting or outsourcing services, which requires access or Use of the Software by such entity.
Third Party(ies) Use	means, as authorized in writing by OT, Customer may permit a Third Party to access and Use the Software on Customer's behalf for the sole purpose of providing services to Customer.

Use	means to install, store, load, execute and display one copy of the Software.
Virtual Design Seat	means a license allowing the design tools Software to be used concurrently (as defined above) across multiple Workstations (as defined below) or Virtualized Environments (as defined below). The Software may be installed and used only on virtual machines or Servers that have a static and consistent System ID (as defined above). Usage is enforced by an OT Hosted License Server. Customer is responsible for maintaining a record of Virtual Design Seat Software installations and for un-licensing Virtual Design Seat Based licenses and Software prior to the decommissioning of a virtual machine or Server.
Virtual Environment(s)	means virtual Servers running in private or public data centers, with no restriction to specific physical hardware.
VM-Locked (Floating)	means a license allowing for the Software to be installed on a designated physical or virtual Server, with no restriction to the physical hardware on which the virtual Server resides.
Web Based Software	means the Software that is licensed per individual user that is accessed through a web browser.
Workstation	means a desktop system (for Microsoft platforms this is typically running a Windows 7, Windows 8.x, or Windows 10 operating system) in contrast to a Server system, typically located in the data center (for Microsoft platforms this is typically running a Windows 2003/2008 Server Operating System).

B. Software Specific License Models

OT Exstream Software license types are per Node, Floating (Engine Based or VM-Locked), Web Based and/or Seat Based as more fully described in the following License Models.

Production Environment. The Software may be used solely on the specified quantity of licensed production Server(s) and/or Engines using the licensed Operating System to produce delivery-ready documents in batch, on-demand, and/or interactive applications.

Development Environment. The Software may be used solely on the specified quantity of licensed Server(s) using the licensed Operating System and only to verify and test an internal application. Customer is not authorized to Use the Software in a Production and/or Hot Backup Environment and no output from the Software may be used for production and/or hot backup purposes.

Hot Backup Environment. The Software may be used on the specified quantity of licensed Server(s) using the licensed Operating System only (a) to produce production output when the Software on the licensed production Server has temporarily failed; or (b) to test the fail-over and backup process. Hot Backup Software licenses must be purchased and require the previous or concurrent purchase and support of the equivalent or greater Production Environment. Support for Hot Backup Environment is restricted to the period of and current status of the equivalent Production Environment.

Cold Backup. Customer has the right to install updates to the Cold Backup Server, provided Customer has an active Support agreement for its Production Environment.

Node Locked. Node Locked Software is licensed per Instance per Operating System for installation on one (1) fixed Server.

Engine Based. Engine Based Software is licensed per environment and per Operating System. If a Server is partitioned or virtualized, each deployment of the Engine Based Software counts as one (1) license. Engine Based licensing is only available for Floating Software.

VM Locked. VM Locked Floating Software is licensed per Environment and per Operating System. OT will capture one (1) System ID from each virtual Server ("Virtual Server System ID") for each VM Locked Floating Software license granted to Customer. Customer will have the right to use the VM Locked Floating Software in a floating scenario that is not restricted to a physical computer but is restricted to the Designated Server Location in accordance with the terms and conditions of the Agreement, Quote, Transaction Document or mutually executed document between OT and Customer. The Virtual Server System ID must be static.

License Server(s). The License Server(s) (Windows Operating System only) on which the Floating license(s) file is installed and used to authorize the Floating request must have a static address which is incorporated into the Software Key. The Software Key will not function if the address is not static. If multiple License Servers are used to manage the same Floating authorizations, the License Servers must communicate with each other.

Node Locked Seat Based Software and/or Seat Based Software. One Seat Based Software license is required for each installation of the Seat Based Software, and if more than one user accesses the installed Seat Based Software, an additional license is required for each such additional user that accesses the Seat Based Software. Remote access to Seat Based Software is permitted, provided that such access is legally permissible. Customer shall notify OT in writing should remote access be from outside of the country in which the Designated Server(s) is located. Seat Based Software shall not be exported outside of the country of the Designated Server(s) Location without OT's written authorization. Any Customer who exports or otherwise transfers the Seat Based Software to any country other than the country of purchase or the country in which the Designated Server(s) is located assumes responsibility for complying with applicable laws and regulations and for obtaining required export and import authorizations. Customer is responsible for maintaining a record of Seat Based Software installations and for un-licensing Seat Based licenses and Software prior to the decommissioning of a PC.

Floating Design Seat Software. Floating Design Seat Software is used in a concurrent manner. Each user will check out a Floating Design Seat Software license and will utilize one (1) license during checkout. Remote access to the Floating Design Seat Software is permitted, provided that such access is legally permissible. Customer shall notify OT in writing should remote access be from outside of the country in which the Designated Server(s) is located. The Floating Design Seat Software shall not be exported outside of the country of the Designated Server(s) Location without OT's written authorization. Any Customer who exports or otherwise transfers the Floating Design Seat Software to any country other than the country of purchase or the country in which the Designated Server(s) is located assumes responsibility for complying with applicable laws and regulations and for obtaining required export and import authorizations.

Virtual Design Seat Software. Virtual Design Seat Software is used in a concurrent manner. One concurrent Virtual Design Seat Software license is required for each user of the Virtual Design Seat Software, and if more than one user accesses the installed Virtual Design Seat Software, an additional license is required for each such additional user that accesses the Virtual Design Seat Software. The

Virtual Design Seat Software may be installed and used only on virtual machines or Servers that have a static and consistent System ID (as defined above). Usage is enforced by an OT Hosted License Server. Remote access to the Virtual Design Seat Software is permitted, provided that such access is legally permissible. The Virtual Design Seat Software shall not be exported outside of the country of the designated Server(s) Location without OT's written authorization. Any Customer who exports or otherwise transfers the Virtual Design Seat Software to any country other than the country of purchase or the country in which the Server(s) is located assumes responsibility for complying with applicable laws and regulations and for obtaining required export and import authorizations. Customer is responsible for maintaining a record of Virtual Design Seat Software installations and for un-licensing Virtual Design Seat licenses and Software prior to the decommissioning of a virtual machine or Server.

Web Based Software. One Web Based Software license is required for each user of the Web Based Software, and if more than one user accesses the Web Based Software, an additional license is required for each such additional user that accesses the Web Based Software. Customer shall notify OT in writing should remote access be from outside of the country in which the Designated Server(s) is located. Any Customer who allows users to access the Web Based Software in any country other than the country of purchase or the country in which the Designated Server(s) is located assumes responsibility for complying with applicable laws and regulations and for obtaining required export and import authorizations. Customer is responsible for maintaining a record of Web Based Software users.

Disaster Recovery. In the event of a disaster that results in the indefinite failure of the Production Environment, Customer may install the Software on other systems or at emergency use locations for the temporary convenience of Customer, provided that Customer notifies OT as soon as reasonably practicable. A Software Key will be made available after such disaster for as long as the Production Environment is inoperable. In this situation, the Software may be used on the Server only to produce production output. If the Customer experiences a natural or hardware disaster that causes a production down situation and requires a disaster recovery Software Key, Customer must contact OT by reporting the incident via the OT My Support portal or calling OT Support and logging a Severity 1 case.

Cold Backup. Customer has the right to install updates to the Cold Backup Server, provided Customer has an active Support agreement for its Production Environment.

Disaster Recovery Testing. Customer may download the Software to a Server in a Cold Backup Environment, and OT will provide a temporary Software Key based on Customer's testing dates for disaster recovery testing purposes up to six (6) times per calendar year per Operating System licensed. However, disaster recovery testing Software Keys cannot be used for more than any consecutive two (2) month period. If Customer requires a single Software Key for disaster recovery testing for a time period spanning two (2) months (e.g., January 21 – February 28), issuance of such Software Key will be counted as two (2) of the six (6) key annual limit. Each issued temporary Software Key will expire either at the end of the month in which it is created or at the end of the following month depending on the date requested. In order to request such Software Key, Customer must contact OT using the same process as for a true disaster (reporting the incident via the OT My Support portal or calling OT Support and logging a request for a Software Key for disaster recovery testing).

Temporary Migration Software Key. Customer may download and install the Software to a Server following the completion of the Temporary Software Key Request form solely for the following purposes: (i) Operating System migration, (ii) Server migration or (iii) Version change (e.g., upgrade). Customer shall be permitted one such request per calendar year per configuration environment (Production,

Development or Hot Backup) provided such environment is under a current support contract. The temporary Software Key will be valid for a period of time not to exceed ninety (90) days and shall expire on the last day of the respective month. This temporary Software Key will permit concurrent usage in the same environment as the Server that is being migrated/ upgraded. Upon submission of the Temporary Software Key Request form, OT shall provide a temporary Software Key that is non-renewable or extendable for the purpose of migration that matches the current licensed configuration and will not include any additional modules. OT will not provide any maintenance, installation, configuration, assistance, training or other services for migration or upgrade purposes, except under a Statement of Work at the then-current OT professional services rates. Customer accepts the Software "AS IS", with all errors or defects. OT MAKES NO WARRANTY OF ANY KIND EITHER EXPRESS OR IMPLIED WITH RESPECT TO THE SOFTWARE, AND SPECIFICALLY DISCLAIMS ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NONINFRINGEMENT. OT shall not be responsible for any loss or damage to Customer, its customers, or any third parties caused by the Software and or use of the temporary Software Key. The use of the temporary Software Key is subject to the terms and conditions of the Agreement between OT and Customer for the licensed OT Exstream Software and the then current License Model.

Remote Collaboration (formerly, Dialogue Anywhere). The Remote Collaboration Software may be installed only at the Designated Server(s) Location. Customer's employees and contractors may access and Use the Remote Collaboration Software via the Internet. Remote Collaboration users can access from anywhere legally permissible. Customer may permit use of Remote Collaboration Software designers by personnel from Third Party or third party companies provided that such use shall be limited to building marketing, legal or other text that is a component of a message, paragraph or section of content specifically for applications that directly benefit the Third Party.

License Server Exchange. Customers that license OT Exstream Floating/Engine Based Software modules require either a (i) one (1) License Server or (ii) three (3) License Server to manage the Floating process. Customers will have the right, for a period of six (6) months from the date of purchase of the Floating Software licenses ("Exchange Period"), to make changes to the License Server size and/or type ("License Server Configuration"). For example, if Customer purchases a license to a three License Server and subsequently determines that a one License Server is more appropriate to Customer's requirements, Customer may request a one-time modification of the said License Server Configuration, provided such request is within the Exchange Period. There shall be no fee adjustment for any License Server exchange and this exchange option is not valid for any other Software license(s). Upon expiration of the Exchange Period, Customers must notify OT in writing of the final License Server Configuration (one License Server or three License Servers). If Customer does not provide written notice of a final License Server Configuration within the Exchange Period, the License Server Configuration initially purchased shall be deemed to be the final License Server Configuration. No further modifications and/or changes may be made to the License Server Configuration (i) once OT has received Customer's written notification of the final selection or (ii) upon expiration of the Exchange Period.

Email Delivery is not supported on the MVS Operating System. Email Delivery is licensed to Customers running on a MVS Operating System(s) with the intent that the Customer will use the stand-alone executable version on one of the Operating Systems on which Email Delivery is supported.

All OT Exstream Software is licensed by Server and Engine unless referenced below.

Node Locked Seat Based and/or Seat Based Software

- OT Designer Software Workstation
- OT Designer PDF Designer
- OT Exstream Live Design
- OT Exstream Compare Designer
- OT Modify AFP Workstation
- OT Workstation Engine
- OT PDF Converter (PDF– DXF)
- OT Live Certificates
- OT Live Editors
- OT Output Compare
- OT AFP Viewers
- OT InDesign - DXF
- OT Quark Import Designer
- OT Metacode Import Designer
- OT OGL Converter
- Interactive Document Portal for SAP Business Solutions (Seat Based)

Web Based Software

- Empower Editor Seat

Instance Based Software

- Remote Collaboration
- OT Exstream Application Manager
- Interactive Document Portal for SAP Business Solutions (Server License)

C. Additional License Terms

	Term
A.	Software contains Software and associated specifications licensed from third parties that are confidential to, and trade secrets of, such parties. Customer shall not take any action other than to Use the Software as authorized under the Agreement as part of the Software products and will not disclose such confidential information.
B.	To the extent this restriction is not prohibited under applicable law, Customer shall not disclose to any third party the results of (i) any performance benchmarks Customer runs on Software products themselves, or any portion thereof, or (ii) specific detailed comparisons Customer makes between Software products, or any portion thereof, and any Customer or third-party product, in each case under (i) and (ii) without the prior written consent of OT.
C.	Customer shall install and use the Software as authorized in the applicable Agreement only as a complete product and may not use portions of such Software on a stand-alone basis separate from the complete Software unless authorized by OT in writing.
D.	OT licenses the Software to Customers for installation on a specified Operating System(s). Depending on the Customer's license, OT may grant authorization to change from Customer's licensed Operating System to a different Operating System. These changes are determined by the then-current policy on Operating System changes.
E.	Customer may not use or allow any other person or entity to use Software or Support for the provision of commercial timesharing, service bureau, managed, outsourcing, Authorized Service Provider (ASP), subscription or other services to any person or entity without written authorization from OT and pursuant to additional terms and conditions, including applicable license and fees, or a separate written agreement for such use.
F.	Software shall not be exported outside of the country of the Designated Server Location without OT's written authorization. Without limiting the foregoing, any Customer who exports or otherwise transfers Software to any country other than the country of purchase or the country in which the Designated Server is located assumes responsibility for complying with applicable laws and regulations and for obtaining required export and import authorizations. Without limiting the generality of the foregoing, Software may not be exported, re-exported, transferred or downloaded to or within (or to a national resident of) countries under U.S. economic embargo including the following countries: Cuba, Iran, North Korea, Sudan and Syria. This list is subject to change. Software may not be exported, re-exported, transferred or downloaded to persons or entities listed on the U.S. Department of Commerce Denied Persons List, Entity List of proliferation concern or on any U.S. Treasury Department Designated Nationals exclusion list, or to parties directly or indirectly involved in the development or production of nuclear, chemical, biological weapons or in missile technology programs as specified in the U.S. Export Administration Regulations (15 CFR 744).
G.	Notwithstanding anything to the contrary in the governing Agreement, this Software may not be used by a Customer Affiliate without the express written consent of OT, which may be provided in the applicable Quote or mutually executed document.

II. OT OUTPUT SERVER

In addition to the governing agreement (“Agreement”) and any terms and conditions set forth in a legal quotation (“Quote”), Transaction Document or mutually executed document for the order of the referenced Software, the following License Models are applicable to OT Output Server Software and are incorporated by reference into the applicable Quote or mutually executed document. In the event of conflict, these License Model terms supersede the terms of the Agreement and applicable Quote, Transaction Document or mutually executed document.

A. Definitions

Capitalized terms not otherwise defined in this License Model Schedule for CEM Software are defined in the governing Agreement, Quote, Transaction Document or mutually executed document.

Term	Definition
Area License	means a license allowing the Software to be used in a single region, defined as the Americas (North, Central and South America and Mexico) or EMEA (Europe, Middle East and Africa) or JAPAC (Japan, Asia, Pacific Rim and Australia).
Core	means a part of a CPU that executes a single stream of compiled instruction code.
Customer (or Licensee)	means the legal entity to which OT has granted a Software license.
Destination	means an output destination provided through OT Output Server. Destination types include printer, fax, e-mail, file, FTP, and pager.
Job	means one or more documents which comprise a single submission to OT Output Server, and which results in one or more documents' being delivered to one or more OT Output Server destinations.
Line of Business (LOB)	means a set of computing applications (software and/or hardware) which services a business need or transaction, for running an enterprise. Examples of LOB's are supply chain management, human resources, etc...
Non-Production Server	means a computer which provides services used by other computers, but which use is limited to development, testing, hot or cold standby.
Production Server	means a computer which provides services used by other computers, in support of the Customer's business processes and activities.
Site License	means a license allowing the Software to be used at a specific physical location (e.g., room number, department number, building number, street address, campus etc.) or a group of physical locations specified in the applicable Transaction Document. A Site License cannot include physical locations in multiple countries or states.
Third Party	means an external entity that is contractually engaged to provide services to Customer, such as consulting or outsourcing services, which require access or use of the Software by such entity.
User	means an individual or computer process accessing the OT Output Management Software either directly or through an intermediate process. A User's action results in a Job's being sent to an OT Output Management Software Destination

B. Software Specific License Models

OT Output Server Software license types are per Server (Production and Non-Production) and/or Users as more fully described in the following License Models.

OT Output Server. This Software is the main engine for OT Output Management Software. OT Output Server is licensed by a combination of Servers and Users. Licensing may also be done on the basis of printers, Jobs per day or Cores, if so specified in the applicable Transaction Document. Licensing may also be restricted by Area, Line of Business or Site, as specified in the applicable Transaction Document.

OT Output Distributor. This Software is licensed separately, and is only licensed in with OT Output Server. OT Output Distributor is licensed by Production Server and Non-Production Server. Licensing may also be restricted by Area, Line of Business or Site, as specified in the applicable Transaction Document.

OT Output Manager for Oracle Applications. This Software is licensed separately, and is only licensed in with OT Output Server. OT Output Manager for Oracle Applications is licensed by Production Server and Non-Production Server. Licensing may also be restricted by Area, Line of Business or Site, as specified in the applicable Transaction Document.

OT Output Manager for SAP. This Software is licensed separately, and is only licensed in with OT Output Server. OT Output Manager for SAP is licensed by Production Server or Non-Production Server. Licensing may also be restricted by Area, Line of Business or Site, as specified in the applicable Transaction Document.

OT International Printing for OT Output Server. This Software is licensed separately, and is only licensed in with OT Output Server. OT International Printing for OT Output Server is licensed by Production Server and Non-Production Server. Licensing may also be restricted by Area, Line of Business or Site, as specified in the applicable Transaction Document.

OT Web Delivery. This Software is licensed separately, and is only licensed in with OT Output Server. OT Web Delivery for is licensed by Production Server and Non-Production Server. Licensing may also be restricted by Area, Line of Business or Site, as specified in the applicable Transaction Document.

OT Smart Office Delivery for Output Server. This Software is licensed separately, and is only licensed in with OT Output Server. This Software is licensed by User. Licensing may also be done on the basis of printers, jobs per day or Cores, if so specified in the applicable Transaction Document. Licensing may also be restricted by Area, Line of Business or Site, as specified in the applicable Transaction Document.

OT Output Manager for OT Software. This Software is licensed separately, and is only licensed in with OT Output Server. OT Output Manager for OT Software for is licensed by Production Server and Non-Production Server. Licensing may also be restricted by Area, Line of Business or Site, as specified in the applicable Transaction Document.

OT Output Envoy. This Software is not licensed separately, but is an imbedded module of OT Output Server.

OT Output Explorer. This Software is not licensed separately, but is an imbedded module of OT Output Server.

OT Output Manager Web Console: Job Manager. This Software is not licensed separately, but is an imbedded module of OT Output Server.

OT Inbound Fax for Output Server. This Software is not licensed separately, but is an imbedded module of OT Output Server.

C. Additional License Terms

USE OF SOFTWARE BY THIRD PARTIES

This Software may be used by Third Parties, solely on behalf of the Customer. Such use may occur at the Third Party's locations or at the Customer locations.

USE OF SOFTWARE BY AFFILIATES

Notwithstanding anything to the contrary in the governing Agreement, this Software may not be used by a Customer Affiliate without the express written consent of OT, which may be provided in the applicable Order Document.

CONSISTENT SUPPORT COVERAGE REQUIREMENT

The Support offered for this Software requires consistent coverage. Consistent coverage means that any support offerings made by OT are contingent upon the Customer consistently ordering support for all of its licenses. Customer may also elect not to order any support but support is offered for all licenses only.

GENERAL SOFTWARE LICENSE TERMS

1. To the extent this restriction is not prohibited under applicable law, Customer shall not disclose to any third party the results of (i) any performance benchmarks Customer runs on Software Products themselves, or any portion thereof, or (ii) specific detailed comparisons Customer makes between Software Products, or any portion thereof, and any Customer or third-party product, in each case under (i) and (ii) without the prior written consent of OT.
2. Customer shall install and use the Software as authorized in the applicable Agreement only as a complete product and may not use portions of such Software on a stand-alone basis separate from the complete Software unless expressly authorized in the Transaction Documents, Software License Information, or Specifications or an applicable Agreement.

III. OT TEAMSITE, OT LIVESITE, OT OPENDEPLOY, OT MEDIABIN, OT LIQUIDOFFICE AND OT TELEFORM

In addition to the governing agreement ("Agreement") and any terms and conditions set forth in a legal quotation ("Quote"), Transaction Document or mutually executed document for the order of the

referenced Software, the following License Models are applicable to OT TeamSite, OT LiveSite, OT OpenDeploy, OT MediaBin, OT LiquidOffice and OT Teleform Software and are incorporated by reference into the applicable Quote or mutually executed document. In the event of conflict, these License Model terms supersede the terms of the Agreement and applicable Quote or mutually executed document.

A. Definitions

Capitalized terms not otherwise defined in this License Model Schedule for CEM Software are defined in the governing Agreement, Quote, Transaction Document or mutually executed document.

Term	Definition
Administrative Store	means a container created by Software that contains system assets and metadata.
API Call / query	means a request to access specific operations that the Software can invoke to performs tasks.
Asset	means a single digital file stored in the repository regardless of file type/format (for example, jpeg, pdf, tiff, doc, mpeg, mov, etc.). Each independent digital file is defined as a single asset in the system.
Branch	means a container created by the Software to manage Assets and metadata.
Central Processing Unit ("CPU")	means a system in a single integrated circuit package with one or more discrete processing Cores.
Cluster	Means a set of connected computers that work together so that they are viewed as a single system.
Concurrent Named User	means the Software is licensed by the number of Named Users that simultaneously use the Software at any one point in time. The Software can be installed on any number of computers, provided that the actual usage of the Software does not exceed the number of Concurrent User licenses purchased at any point in time.
Content Store	means a container or content repository created by the Software that contains Branches with Assets and metadata.
Core	means a part of a CPU that executes a single stream of compiled instruction code.
Customer (or Licensee)	means the legal entity to which OT has granted a Software license.
Desktop Suite	means a collection of two (2) or more desktop Software programs that are bundled and sold together all as defined in the applicable Transaction Document.
Managed Services	means the management of IT Assets and infrastructure/applications/software by OT on behalf of the Customer.
Managed Services Model	means the licensing model in support of usage by Customer where the management of IT Assets and infrastructure/application/software by OT on behalf of the Customer.
Named User	means an individual or computer process accessing the Software either directly or through an intermediate process.
Non-Production Server	means a computer which provides services used by other computers or users, but which use is limited to development, testing, hot or cold standby and other similar non-production use.

Term	Definition
Page View	means a request for one LiveSite page that makes a request for a maximum of four (4) LiveSite Content Services API requests from each page.
Partner Model	means the licensing model of software and infrastructure where the management of IT objects is handled by a third party or customer's IT team on behalf of the customer.
Production Server	means a computer which provides services used by other computers or users, in support of the Customer's normal day to day business processes and activities.
Receiver	means a target or destination device that receives an information transfer originated by a transmitter.
Server Suite	means a collection of two (2) or more server Software programs that are bundled and sold together all as defined in the applicable Transaction Document
Standby Server	means a Non-Production Environment which is up and running, ready to take over from the Production Server, if the Production Server breaks down or needs to be taken out of service.
Third Party	means an external entity that is contractually engaged to provide services to Customer, such as consulting or outsourcing services, which require access or use of the Software by such entity.
Transaction	means a discrete request for content or data (also known as an API Call or data query) from the LiveSite Content Services API

B. Software Specific License Models

Product	Software Product Name	License Model
TeamSite	Enterprise Edition	Licensed per Production Server. Includes eight (8) Cores, ten (10) Branches, one (1) Administrative Store, and one (1) Content Store. Requires Named Users, OpenDeploy Server and Receivers which are licensed separately. Does not include Non-Production, Standby, or other types of licenses grant which are sold separately.
	Departmental Edition	Licensed per server including four (4) Cores. Includes five (5) Branches, one (1) Administrative Store, and one (1) Content Store. Limited to one-hundred (100) Named Users (Named User licenses are purchased separately), four (4) Cores, five (5) Branches and one (1) Store. Requires OpenDeploy Server and Receivers which are licensed separately. Does not include Non-Production, Standby, or other types of licenses grant which are sold separately.
	Upgrade: Departmental Edition to Enterprise Edition	Required for licensed usage of the Enterprise Edition Software for an existing Departmental Edition Software license. Subject to the same limitations as the Enterprise Edition Software.
	Upgrade: Workgroup Edition to Departmental Edition	Required for licensed usage of the Departmental Edition for an existing Workgroup Edition Software license. Provides license usage to SitePublisher. Subject to the same limitations as the Departmental Edition Software.
	Upgrade: Corporate Edition to Enterprise Edition	Required for licensed usage of the Enterprise Edition Software for an existing Corporate Edition. Provides licensed usage to SitePublisher. Subject to the same limitations as the Enterprise Edition Software.
	Non-Production Server - Enterprise	Provides the right to install Enterprise Edition Software on a separate, non-production server, for development or testing use only. Licensed per Server.
	Non-Production Server - Departmental	Provides the right to install Departmental Edition Software on a separate, non-production server, for development or testing use only. Licensed per Server.
	Named User	Named User licenses are required to work with the application. The Named User license provides entitlement for one (1) Named User for flexible user roles.
	Additional 2-Core Pack	Adds two (2) additional Core licenses per Server.
	Additional 10-Branch Pack	Adds ten (10) additional Branches to a Content Store.
	Additional Content Store	Requires Enterprise Edition or Corporate Edition. Each Additional Content Store license adds one (1) Addition Content Store to an Enterprise Edition or Corporate Edition license. Up to six (6) additional Content Stores can be added for a total of eight (8) per Production Server. Content Stores are not transferable between Servers. Comes with one (1) Content Store and one (1) Administrative Store).

Product	Software Product Name	License Model
	ReportCenter	One (1) ReportCenter required for each TeamSite Production Server. Licensed per Server.
	Taxonomy Manager	Provides license to IDOL (Intelligent Data Operating Layer) Collaborative Classifier (ACC). For use with TeamSite Software only. Licensed per Server.
	Upgrade: MetaTagger to Taxonomy Manager	Provides upgrade license to IDOL (Intelligent Data Operating Layer) Collaborative Classifier (ACC). Prior purchase of MetaTagger required. Licensed per Server.
LiveSite	Content & Display Services Entry Edition	Includes license to LiveSite Content Services & Display Services. Allows LiveSite to be installed in production, in support of dynamic content delivery to one or multiple websites. The maximum, in aggregate, is not to exceed 2.5 million Page Views per month across all production instances of the software. It is assumed that all non-page resources are served outside the LiveSite application server using industry best practices.
	Content & Display Services Departmental Edition	Includes license to LiveSite Content Services & Display Services. Allows LiveSite to be installed in production in support of dynamic content delivery to one or multiple websites. The maximum, in aggregate, is not to exceed 12.5 million Page Views per month across all production instances of the software. It is assumed that all non-page resources are served outside the LiveSite application server using industry best practices.
	Content & Display Services Enterprise Edition	Includes license to LiveSite Content Services & Display Services. Allows LiveSite to be installed in production in support of dynamic content delivery to one or multiple websites. The maximum, in aggregate, is not to exceed 25 million Page Views per month across all production instances of the software. It is assumed that all non-page resources are served outside the LiveSite application server using industry best practices.
	Content Services Entry Edition	Does not include a license to LiveSite Display Services. Allows LiveSite Content Services to be installed in production, in support of dynamic content delivery to one or multiple websites. The maximum transaction rate, in aggregate, is not to exceed 12 million Transactions per month across all production instances of the software. A single page component, web page, or Page View may result in multiple requests, calls or queries against the LiveSite Content Services API, contributing accordingly to the aggregate transactions per second.
	Content Services Departmental Edition	Does not include license to LiveSite Display Services. Allows LiveSite Content Services to be installed in production in support of dynamic content delivery to one or multiple websites. The maximum transaction rate, in aggregate, is not to exceed 64 million Transactions per month across all production instances of the software. A single page component, web page, or Page View may result in multiple requests, calls or queries against the LiveSite Content Services API, contributing accordingly to the aggregate transactions per second.

Product	Software Product Name	License Model
	Content Services Enterprise Edition	Does not include license to LiveSite Display Services. Allows LiveSite Content Services to be installed in production in support of dynamic content delivery to one or multiple websites. The maximum transaction rate, in aggregate, is not to exceed 129 million Transactions per month across all production instances of the software. A single page component, web page, or Page View may result in multiple requests, calls or queries against the LiveSite Content Services API, contributing accordingly to the aggregate transactions per second.
	Content & Display Services Entry Edition - Non-Production	Allows LiveSite Content & Display Services to be installed for pre-production development and testing purposes. The maximum transaction rate, in aggregate, is not to exceed 2.5 million Page Views per month across all non-production instances of the software. It is assumed that all non-page resources are served outside the LiveSite application server using industry best practices.
	Content & Display Services Departmental Edition - Non-Production	Allows LiveSite Content & Display Services to be installed for preproduction development and testing purposes. The maximum transaction rate, in aggregate, is not to exceed 12.5 million Page Views per month across all non-production instances of the software. It is assumed that all non-page resources are served outside the LiveSite application server using industry best practices.
	Content & Display Services Enterprise Edition - Non-Production	Allows LiveSite Content & Display Services to be installed for preproduction development and testing purposes. The maximum transaction rate, in aggregate, is not to exceed 25 million Page Views per month across all non-production instances of the software. It is assumed that all non-page resources are served outside the LiveSite application server using industry best practices.
OpenDeploy	OpenDeploy Server	Aggregates and distributes content or code to any destination point in the network. Includes one OpenDeploy Server Software license. Licensed per Server.
	Non-Production Server	Provides the right to install OpenDeploy Server Software on a separate, non-production server, for development and testing use only. Licensed per Server.
	Upgrade: from EasyDeploy to OpenDeploy Server	Upgrades EasyDeploy to the OpenDeploy Server in a production environment. OpenDeploy Receivers and non-production environments sold separately. Licensed per server.
	DataDeploy Module	Requires OpenDeploy or EasyDeploy Base Server 6.x or greater. Required for every OpenDeploy base server that will be sending updates to a database. Licensed per Server.
	Receiver	License provides the right to install the Receiver software on one (1) Server, to which deployed content is consumed by that Server. If multiple Servers will consume deployed content using network technologies, an OpenDeploy Receiver for Network Storage license is required.

Product	Software Product Name	License Model
	Receiver for Network Storage	Licensed per Server to which deployed content is consumed by additional Servers using network technologies, including but not limited to SAN, NAS, NFS and mapped drives. Allows up to fifteen (15) Servers to connect to the Server hosting the OpenDeploy Network Receiver.
MediaBin	MediaBin Asset Server Enterprise Edition	Includes twenty-five (25) Concurrent Named Users and the ability to manage up to 250,000 Assets with the base MediaBin Asset Server Enterprise Edition license. Includes RIA Web Client, MediaBin Enterprise Manager for Administration, Hot Folders, and Syndication Manager, MediaBin Web Services, and the ability to license additional Concurrent Named Users. Unlimited server clustering is supported. Provides Video Transcoding, Advanced Video Indexing (one (1) Video Channel with Softsound Speech to Text plug-in), Integrated Workflow.
	Additional Assets Volume Upgrade	Provides license to manage additional Assets up to the number defined in the applicable Transaction Document, Quote or mutually executed document. Additional Assets are added to the base number of Assets licensed under the MediaBin Asset Server Enterprise Edition Software. The MediaBin Software is licensed on an Asset Count basis (among other limitations as defined under MediaBin Asset Server Enterprise Edition above) which means up to the maximum number of Assets licensed under the applicable Transaction Document(s) may be ingested into the repository at the same time.
	Additional Concurrent Named Users	Provides license to add additional Concurrent Named Users up to the number defined in the applicable Transaction Document, Quote or mutually executed document. The MediaBin Software is licensed on a Concurrent Named User basis (among other limitations as defined under MediaBin Asset Server Enterprise Edition above) which means up to the maximum number of Concurrent Named Users licensed hereunder may access the Software at the same time.
	Upgrade: MediaBin Workgroup to MediaBin Asset Server Enterprise Edition	Upgrade to MediaBin Asset Server Enterprise Edition (if previously licensed by Named Users, ten (10) Named Users converts to one (1) Concurrent Named User).
	Upgrade: MediaBin Service for TeamSite to MediaBin Asset Server Enterprise Edition	Includes Advanced Video, configured workflow, unlimited Cores/Clusters, twenty five (25) Concurrent Named Users and 250,000 Assets.
	Add-On: Integrated Workflow and Video Indexing & Transcoding	Includes Advanced Video, configured workflow, unlimited Cores/Clusters, twenty five (25) Concurrent Named Users, 250,000 Assets.
	Syndication Manager	Bundled with MediaBin Asset Server Enterprise Edition. Must be purchased for previous versions of MediaBin Asset Server Enterprise Edition that did not include it.

Product	Software Product Name	License Model
	Non-Production Server	Allows MediaBin Asset Server Enterprise Edition to be installed for development and testing use only. License mirrors MediaBin Asset Server Enterprise Edition license.
	InDesign Plug-in (Mac or PC)	Provides for single user access for Mac or PC directly from InDesign to search, browse, retrieve, and upload Assets to and from MediaBin.
	Web Parts for SharePoint	Provides Web Parts for SharePoint to search, browse, view, upload and download Assets directly from MediaBin.
MediaBin Video/Audio Add-Ons	Speech-to-Text (SoftSound Voice Analysis)	Provides speech recognition for each individually licensed language as defined under the applicable Transaction Document.
	On-Screen Text Recognition	Optional add-on to MediaBin Asset Server Enterprise Edition for onscreen character recognition to enable search for text context in videos.
	Logo Detection	Optional add-on option to MediaBin Asset Server Enterprise Edition for logo detection to enable search for logo content in videos.
	Face Recognition Face Library	Optional add-on to MediaBin Asset Server Enterprise Edition to enable search for identified faces in videos for up to total to the maximum number of faces (Face Library) licensed under the applicable Transaction Document(s).
LiquidOffice Servers	Workgroup Server	Includes workflow process and eForm server software for up to 100 Named Users. A LiquidOffice Enterprise Server license is required if there are more than 100 Named Users. Licensed per separate installation or instance (virtual servers count as separate instances, clustering is not allowed). Named User licenses are purchased separately.
	Workgroup Development Server	Includes workflow process and eForm server software. Each Workgroup Development Server license allows installation on a separate Non-Production Server for development and testing purposes only. Licensed per separate installation or instance (virtual servers count as separate instances, clustering is not allowed). Prior or concurrent purchase of LiquidOffice Workgroup Server license is required. Production Server restrictions apply. Named User, Form Designer, and Process Studio licenses are purchased separately (the same Named User licenses may be used with both Production and Non-Production Servers).
	Workgroup Standby Server	Includes workflow process and eForm server software. Each Workgroup Standby Server license allows installation on a separate Non-Production Server for failover purposes only. A Standby Server cannot be run concurrently with the Production Server. Licensed per separate installation or instance (virtual servers count as separate instances, clustering is not allowed). Prior or concurrent purchase of LiquidOffice Workgroup Server license is required. Production server restrictions apply including Named User restrictions. Named User licenses are

Product	Software Product Name	License Model
		purchased separately.
	Enterprise Server	Includes workflow process and eForm server software. Each Enterprise Server license permits an unlimited number of Named Users to be added to the system. Licensed per separate installation or instance (virtual servers count as separate instances, each server in a cluster requires a separate LiquidOffice Enterprise Server license). Named User licenses are purchased separately.
	Enterprise Development Server	Includes workflow process and eForm server software. Each Enterprise Development Server license allows installation on a separate Non-Production server for development purposes only. Licensed per separate instance (virtual servers count as separate instances, each server in a cluster requires a separate Enterprise Development Server license). Prior or concurrent purchase of LiquidOffice Enterprise Server license is required. Production server restrictions apply. Named User, Form Designer, and Process Studio licenses are purchased separately (the same Named User licenses may be used with both Production and Non-Production Servers).
	Enterprise Server Standby Server	Includes workflow process and eForm server software. Each Enterprise Server Standby Server license allows installation on a separate Non-Production Server for failover purposes only. A Standby Server cannot be run concurrently with the Production server. Licensed per separate installation or instance (virtual servers count as separate instances, each server in a cluster requires a separate Enterprise Standby Server license). Prior or concurrent purchase of LiquidOffice Enterprise Server license is required. Production Server restrictions apply including Users restrictions. Named User licenses are purchased separately.
LiquidOffice Suites	eForms Suite	Each eForms Suite license allows for creation, deployment, and submission of eForms. Does not include workflow process capabilities. License includes one (1) LiquidOffice eForms Server, fifty (50) LiquidOffice Named User, and one (1) LiquidOffice Form Designer Named User license. Additional LiquidOffice Named User and LiquidOffice Form Designer Named User licenses may be purchased. Limited to a single Process Server. Functionality can be extended by purchasing a LiquidOffice Public Access Option.
	Workgroup Server Suite	Each Workgroup Server Suite license includes one (1) LiquidOffice Workgroup Server, one (1) LiquidOffice Workgroup Standby Server, one (1) LiquidOffice Workgroup Development Server, LiquidOffice Offline Forms Option, and LiquidOffice Dynamic Packets Option.
	Enterprise Server Suite	Each Enterprise Server Suite license includes one (1) LiquidOffice Enterprise Server, one (1) LiquidOffice Enterprise Standby Server, one (1) LiquidOffice Enterprise Development Server, LiquidOffice Offline Forms Option, LiquidOffice Dynamic Packets Option, and LiquidOffice Analytics Option.

Product	Software Product Name	License Model
	Enterprise Access Server Suite	Each Enterprise Access Server Suite license includes one (1) LiquidOffice Enterprise Server, one (1) LiquidOffice Enterprise Standby Server, one (1) LiquidOffice Enterprise Development Server, LiquidOffice Public Access Option Unlimited Form Package, LiquidOffice Enterprise Access Option 1000 user Package, LiquidOffice Offline Forms Option, LiquidOffice Dynamic Packets Option, and LiquidOffice Analytics Option.
LiquidOffice Users	User	Named User license that authorizes a user to initiate and participate in a workflow process (e.g. route, approve or reject a request), and access LiquidOffice user interfaces (e.g. Portal, Mobile Portal). Requires prior or concurrent purchase of a LiquidOffice Enterprise Server or LiquidOffice Workgroup Server license. A maximum of 100 Named Users may access a LiquidOffice Workgroup Server.
	Form Designer User	Named User license that enables the user to design, create and publish eForms (electronic forms). Requires prior or concurrent purchase of a LiquidOffice Enterprise Server, LiquidOffice Workgroup Server, or LiquidOffice eForms Suite license. A maximum of 100 Named Users may access a LiquidOffice Workgroup Server.
	Process Studio User	Named User license that enables the user to design, create and publish workflow processes. Requires prior or concurrent purchase of a LiquidOffice Enterprise Server, LiquidOffice Workgroup Server, or LiquidOffice eForms Suite license. A maximum of 100 Named Users may access a LiquidOffice Workgroup Server.
LiquidOffice Options	Public Access Option 25 Form Package	Each Public Access Option license allows eForms to be created and published by Anonymous users (who are NOT Named Users). Anonymous Users may only initiate a workflow via submission of an eForm, and cannot participate in any additional steps associated with a workflow process (e.g. routing, approval). Requires concurrent or prior purchase of a LiquidOffice Workgroup Server, LiquidOffice Enterprise Server, or LiquidOffice eForms Suite license, as well as one or more LiquidOffice Forms Designer license and LiquidOffice Process Studio license. License allows up to 25 eForms to be created and published. Additional packages may be purchased separately if support for more than 25 eForms as needed.
	Public Access Option Unlimited Form Package	Allows eForms to be created and published by Anonymous Users (who are NOT Named Users). Anonymous Users may only initiate a workflow via submission of an eForm, and cannot participate in any additional steps associated with a workflow process (e.g. routing, approval). Requires concurrent or prior purchase of a LiquidOffice Workgroup Server, LiquidOffice Enterprise Server, or LiquidOffice eForms Suite license, as well as one or more LiquidOffice Forms Designer license and LiquidOffice Process Studio license. License allows an unlimited number of eForms to be created and published.

Product	Software Product Name	License Model
	Enterprise Access Option 1000 user Package	Allows Named Users to initiate workflow processes but not participate in subsequent steps in a workflow process (e.g. additional routing, approval). Requires a LiquidOffice Enterprise Server license. License allows up to 1,000 Named Users to initiate workflow processes. Additional packages may be purchased if support for more than 1,000 Named Users is needed.
	Offline Forms Option	Allows for download of forms, completion of forms while not connected to a server, and submission of forms at a later time. A LiquidOffice Enterprise Server or LiquidOffice Workgroup Server license is required.
	Dynamic Packets Option	Enables multiple forms to be grouped together and routed as a bundle to form a single workflow task. Requires prior or concurrent purchase of a LiquidOffice Enterprise Server license.
	Analytics Option	Enables presentation of Key Performance Indicators (KPI's) for workflow processes. Requires prior or concurrent purchase of a LiquidOffice Enterprise Server license.
TeleForm Suites	Desktop Suite	A single workstation license that allows capture and form processing capabilities. License includes one (1) each of the following TeleForm modules: Reader, Verifier, Designer, Scan Station, and AutoMerge Publisher. No additional modules may be added to a TeleForm Desktop Suite license.
	Workgroup Suite	Provides the base set of functionality for multi-user capture and form processing solutions. License includes one (1) each of the following TeleForm modules: Reader, Verifier, Designer, Scan Station, and AutoMerge Publisher. License is limited to a maximum of twenty (20) TeleForm Modules (purchased separately). Workgroup Suite license does not allow Clustering, LDAP/AD user authentication, or purchase of TeleForm IDR Option.
	Workgroup Development Suite	Allows installation of TeleForm Workgroup Suite on a separate Non-Production Server for development and testing purposes only. Includes one (1) each of the following TeleForm modules: Reader, Verifier, Designer, Scan Station, and AutoMerge Publisher. Prior or concurrent purchase of TeleForm Workgroup Suite license is required. Subject to the same functionality and restrictions as the TeleForm Workgroup Suite license.
	Workgroup Standby Suite	Allows TeleForm Workgroup Suite installation on a separate, Non-Production Server for failover purposes only. Prior or concurrent purchase of TeleForm Workgroup Suite license is required. Subject to the same functionality and restrictions as the TeleForm Workgroup Suite license.
	Workgroup Capture Suite	Provides the base set of functionality for capture and export solutions that do not require form processing capabilities. License allows for exporting searchable images in PDF text format and includes one (1) each of the following TeleForm modules: Reader Module with OCR and Handprint, Designer Module for

Product	Software Product Name	License Model
		coversheets only, and Scan Station Module. Add-ons allowed include: Web Capture Option Server, Web Capture Option Concurrent User, Scan Station Module, Remote Scan Station Module, MFP Module, Verifier Module, and Designer Module. License is limited to a single Reader Module.
	Workgroup Capture Standby Suite	Each Workgroup Capture Standby Suite license allows TeleForm Workgroup Capture Suite installation on a separate, Non-Production Server for failover purposes only. Prior or concurrent purchase of TeleForm Workgroup Capture Suite license is required. Subject to the same functionality and restrictions as the TeleForm Workgroup Capture Suite license.
	Enterprise Suite	Provides the base set of functionality for large multi-user capture and form processing solutions. License Includes one (1) each of the following TeleForm modules: Reader, Verifier, Designer, Scan Station, AutoMerge Publisher. Also includes one (1) Web Capture Option Server and five (5) Web Capture Option Concurrent Users. Enterprise Suite license is required for deployments that require use of more than twenty (20) TeleForm Modules, Clustering, LDAP/AD user authentication, or TeleForm IDR.
	Enterprise Development Suite	Each Enterprise Development Suite license allows installation of TeleForm Enterprise Suite on a separate Non-Production Server for development and testing purposes only. Includes one (1) each of the following TeleForm modules: Reader, Verifier, Designer, Scan Station, AutoMerge Publisher. Also includes one (1) Web Capture Option Server and five (5) Web Capture Option Concurrent Users. Prior or concurrent purchase of TeleForm Enterprise Suite license is required. Subject to the same functionality and restrictions as the TeleForm Enterprise Suite license.
	Enterprise Standby Suite	Each Enterprise Standby Suite license allows TeleForm Enterprise Suite installation on a separate, Non-Production Server for failover purposes only. Prior or concurrent purchase of TeleForm Enterprise Suite license is required. Subject to the same functionality and restrictions as the TeleForm Enterprise Suite license.
	Enterprise Capture Suite	Provides the base set of functionality for capture and export solutions that do not require form processing capabilities. License Allows for exporting searchable images in PDF text format and includes one (1) each of the following TeleForm modules: Reader Module with OCR and handprint, Designer Module for coversheets only, ScanStation Module, and WebCapture Option Server. Addons allowed include: Reader Module, Web Capture Option Concurrent User, Scan Station Module, Remote Capture Station Module, MFP Module, Verifier Module, and Designer Module.
	Enterprise Capture Standby Suite	Each Enterprise Capture Standby Suite license allows TeleForm Enterprise Capture Suite installation on a separate, Non-Production Server for failover purposes only. Prior or concurrent purchase of TeleForm Enterprise Capture Suite license is

Product	Software Product Name	License Model
		required. Subject to the same functionality and restrictions as the TeleForm Enterprise Capture Suite license.
TeleForm Modules and Options	AutoMerge Publisher Module	Allows TeleForm forms to be automatically populated with values from a database, after which the completed forms can be emailed, faxed or printed. Prior or concurrent purchase of TeleForm Workgroup Suite or Enterprise Suite is required. This is a concurrent user license; multiple AutoMerge Publisher modules can be installed, but only the licensed number of modules may be used at the same time.
	Designer Module	Allows users to design forms for document classification and forms processing. Prior or concurrent purchase of TeleForm Workgroup Suite, Enterprise Suite, Workgroup Capture Suite, or Enterprise Capture Suite is required. This is a concurrent user license; multiple Designer Modules can be installed, but only the licensed number of modules may be used at the same time.
	Enterprise IDR Option	Enterprise IDR enables TeleForm to process semi-structured documents. Prior or concurrent purchase of TeleForm Enterprise Suite is required. The TeleForm Enterprise IDR option license includes the TeleForm IDR Designer, enables IDR processing, and upgrades the one Reader Module included in the TeleForm Enterprise Suite to a TeleForm IDR Reader. All existing TeleForm Reader Modules must be upgraded to TeleForm IDR Reader Modules when the TeleForm Enterprise IDR Option is purchased (i.e. "TeleForm IDR Reader Upgrade" is required for all purchases of TeleForm Reader Modules).
	IDR Reader Module	Enables processing of semi-structured documents. Prior or concurrent purchase of TeleForm Enterprise Suite and TeleForm IDR Option is required. If TeleForm is upgraded with the TeleForm IDR Option, then all existing TeleForm Reader Modules must be upgraded to TeleForm IDR Reader Modules and future Reader Module licenses must be TeleForm IDR Reader Module licenses.
	MFP Module	Enables users to initiate TeleForm jobs from an MFP device running OXP 1.6 (check Documentation for other compatible versions). Prior or concurrent purchase of the Web Capture Option Server is required. Each MFP device requires a TeleForm MFP Module license. The type of TeleForm jobs enabled on the MFP device are restricted to licensed TeleForm functions.
	Reader Module	Performs a variety of automated classification and data extraction processing tasks. Prior or concurrent purchase of TeleForm Workgroup Suite, Enterprise Suite, or Enterprise Capture Suite is required. When TeleForm is enabled with the Enterprise IDR Option, all existing and future TeleForm Reader Module licenses must be TeleForm IDR Reader Modules.
	Reader to IDR Reader Module Upgrade	Upgrades one (1) TeleForm Reader Module to a TeleForm IDR Reader Module to enable processing of semi-structured documents. Prior or concurrent purchase of TeleForm Enterprise Suite and TeleForm IDR Option is required. If TeleForm is

Product	Software Product Name	License Model
		upgraded with the TeleForm IDR Option, then all existing TeleForm Reader Modules must be upgraded to TeleForm IDR Reader Modules.
	Remote Capture Station Module	Similar to the TeleForm Scan Station with the additional capability to remotely capture documents and transfer them to a central TeleForm system. Prior or concurrent purchase of TeleForm Workgroup Suite, Enterprise Suite, Workgroup Capture Suite, or Enterprise Capture Suite is required. This is a concurrent user license; multiple Remote Capture Station Modules can be installed, but only the licensed number of modules may be used at the same time.
	Scan Station Module	Allows users to manually capture batches of images from desktop and production scanners. Prior or concurrent purchase of TeleForm Workgroup Suite, Enterprise Suite, Workgroup Capture Suite, or Enterprise Capture Suite is required. This is a concurrent user license; multiple Scan Station Modules can be installed, but only the licensed number of modules may be used at the same time.
	Verifier Module	Allows users to view and correct classification and extraction results from the TeleForm Reader Module. Prior or concurrent purchase of TeleForm Workgroup Suite, Enterprise Suite, Workgroup Capture Suite, or Enterprise Capture Suite is required. This is a concurrent user license; multiple Verifier Modules can be installed, but only the licensed number of modules may be used at the same time.
	Web Capture Option Concurrent User	Enables users to scan and submit images to TeleForm from a browser, with desktop connection to a TWAIN scanner. Prior or concurrent purchase of the Web Capture Option Server is required. This is a concurrent user license; the Web Capture Option client may be accessed from a browser from different locations, but only the licensed number of Web Capture Option Concurrent Users may be used at the same time.
	Web Capture Option Server	Enables use of the TeleForm Web Capture Option Client from a browser for remote scanning and the TeleForm MFP Module. Prior or concurrent purchase of TeleForm Workgroup, Enterprise, Workgroup Capture, or Enterprise Capture Suite is required.

C. Additional License Terms

USE OF SOFTWARE BY THIRD PARTIES

This Software may be used by Third Parties, solely on behalf of the Customer. Such use may occur at the Third Party's locations or at the Customer locations.

CONSISTENT SUPPORT COVERAGE REQUIREMENT

The Support offered for this Software requires consistent coverage. Consistent coverage means that any support offerings made by OT are contingent upon the Customer consistently ordering support for all of its licenses. Customer may also elect not to order any support but support is offered for all licenses only.

GENERAL SOFTWARE LICENSE TERMS

1. To the extent this restriction is not prohibited under applicable law, Customer shall not disclose to any third party the results of (i) any performance benchmarks Customer runs on Software Products themselves, or any portion thereof, or (ii) specific detailed comparisons Customer makes between Software Products, or any portion thereof, and any Customer or third-party product, in each case under (i) and (ii) without the prior written consent of OT.
2. Customer shall install and use the Software as authorized in the applicable Agreement only as a complete product and may not use portions of such Software on a stand-alone basis separate from the complete Software unless expressly authorized in the Transaction Documents, Software License Information, or Specifications or an applicable Agreement.

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