License Model Schedule
for the Open Text End User License Agreement -- (the “EULA”)

Effective Date: June 10, 2011

1) Introduction

a) This License Model Schedule is a schedule to the EULA, and is incorporated by reference into the EULA and governed by the terms and conditions of the EULA. For the purposes of this License Model Schedule, “OT” shall mean the Open Text entity (either Open Text Corporation, one of its Affiliates, or one of its sublicensors) who is the licensor under the EULA, and “Licensee” shall mean the party to the EULA who is the licensee of the Software Licenses.
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c) This License Model Schedule includes three types of provisions: a) Definitions (section 2), b) License Model descriptions (sections 3 – 14), and c) Product Specific Use Restrictions and/or Limitations (section 15).

2) Definitions

Any capitalized terms used in this Schedule and for which a definition is not provided below, shall have the meaning set out in the EULA.

a) “Affiliate” means any entity controlled by, controlling, or under common control with a party to the EULA. Control shall exist through ownership, directly or indirectly, of a majority of the outstanding equity capital and of the outstanding shares or other securities entitled to vote generally in elections of directors or similar officials. If an entity ceases to meet this criteria, it shall cease to be an Affiliate under the EULA and this License Model Schedule.
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d) “Client” means any personal computer, workstation, laptop computer, desktop computer, netbook computer, tablet computer, smart phone, mobile communication device, point-of-sale device (such as a cash register), computer used as a scanning station, or other similar computer or device on which the Software is loaded or executed.
e) “Cluster” means a single set of data (or single database) processed by two or more Instances of the Software installed on one or more Servers.
f) “Computer” means (for the purposes of the Connectivity Products License Models only) a single computer device, regardless of platform or operating environment, on which Licensee will install and/or use the Software.
g) “CPU” means a single central processing unit (a single processing core).
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k) “Electronic Employee File” means the set of all electronic documents and records relating to an individual human being and subject to management by the human resources department in a single employee master record.
l) “Environment” means an area within a computer system designated to operate for a specific purpose (examples include but are not limited to: test, production, development, archive, and disaster recovery).
m) “Logical CPU” means a single virtual central processing unit that is formed by multiple CPUs (of a particular type), provided that the maximum aggregate capacity of such virtual central processing unit to execute the Software must not exceed the capacity of a single CPU (of such particular type) to execute the Software.
n) “Multi-Function Product Device” means a single office machine which incorporates printing, scanning, photocopying, faxing and/or emailing functionality in a single device, so as to have a smaller physical footprint or to provide centralized document management, distribution and/or production in a large office setting.
o) “Network Scanning Device” means a single office machine that optically scans documents and converts them to a digital image, and makes such images available on a network location or emails such images.
p) “Network Server Computer” means a single physical network server computer owned by the Licensee upon which a single copy of an operating system (such as Windows, Linux or Solaris) is loaded. If the Licensee has two copies of an operating system loaded on a single physical network server computer, such a configuration shall be deemed to be two Network Server Computers for the purposes of this Schedule. In no event shall a single Network Server Computer have more than 32 CPUs.

q) “Program” means a packaged collection of instructions written in any computer programming language that instruct a computer how to process data based on information inputs.

r) “Program Instance” means a single copy of the Software which has been loaded into the memory of a Server. Multiple Program Instances of the Software shall mean that the Software has been loaded into the Server’s memory multiple times.

s) “Server” means either: a) a single Network Server Computer, or b) a single Virtual Server.

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y) “User License Models” means the license models set out in sections 2, 3 and 4 of this Schedule;

z) “Virtual Server” means a software implementation of a single Network Server Computer owned by the Licensee that executes Software in a manner identical to a Network Server Computer, and is comprised of one copy of an operating system (such as Windows, Linux or Solaris) along with one or more software processes running in an isolated partition within the Network Server Computer. In no event shall a single Virtual Server have more than 32 CPUs.
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ii) The Licensee may only use the ECS and any related updates on a Server while the Licensee possesses and operates the Server.

iii) The Licensee may physically transfer the ECS from one Server to another provided that Licensee removes any copy(ies) of the ECS from the Server from which the ECS is being transferred.

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b. **Vignette Rich Media Manager Workgroup Edition** – Client must restrict its access and use of Vignette Rich Media Workgroup Edition to the total number of Use Authorizations that Client accesses and uses for Vignette Content Management, but in no event may Client’s access and use of Vignette Rich Media Workgroup Edition exceed ten (10) Named Users.

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c) Client understands and agrees that it is solely responsible for all communications, materials, information, opinions, or other content posted and/or submitted by users accessing a Client website using a Vignette Community Program (collectively "User Generated Content"), including without limitation, the legality, reliability, appropriateness, accuracy, integrity, suitability, and quality of the User Generated Content. Licensor has no obligation or responsibility of any kind with respect to the User Generated Content.

H) **Vignette 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.

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

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a) “Adapter” means a component developed by Licensor (or its supplier) for performing one or more application integration tasks linking one or more software applications with the runtime software component of the Vignette Business Integration Studio. “Connection” means only one (1) connection to a data source instance, an ERP application software package instance, or a transaction system instance made by an Adapter.

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