

# Eventus®

## Process Management

### Licensing Policy

#### Licensing concept

This document explains the current policy of VISIONERS regarding the licensing of the Eventus Process Management system (hereinafter referred to as the “Software” or “Eventus”). Eventus is a proprietary software, and the **Licensor** as IPR holder retains all intellectual property rights over the Software.

Licensor lets the users use the software via software license agreements that means that any user has to have the appropriate software license to legally use the Software. As a legal user of the software the certain user acts as the **Licensee**. (For the purposes of the present agreement the expression “User” – written with capital letter – used from the 1<sup>st</sup> Section has got a different meaning from the “user” in this preamble used in its general meaning known in copyright law. The definition of “User” for the purposes of this Eventus Licensing Policy can be found in the Section 1.2. (a).)

Licenses grant rights for different usage purposes. The Licensee can be an End User, a Developer, a Reseller or a Value Added Reseller.

For End Users the Eventus End User License Agreement (EULA) shall apply, which grants a license for an own purpose usage. The End User is not entitled to modify, develop, or disassemble the Software, and it is even forbidden for an End User to transfer, resell or to make available the Software for third persons in any way, unless the permitted manners of making it available defined by the EULA and the Form of Agreement concluded with the specific End User. The End User licensing is a volume licensing method, which means that different license types form the scope and the combination of various architectural components, functionalities and features, each one having its own metrics. The Form of Agreement is an inseparable annex of the EULA, in which the specific granted license types shall appear specifying the proper volume. While the EULA contains the general terms and conditions of the usage of the Software, the Form of Agreement is specific, and it shall be concluded with all End Users individually and in writing.

An Eventus Developer License Agreement (DLA) shall apply for those End Users who have a Developer License in accordance with Section 4.2 of this Licensing Policy. The End User having the Developer License may practice these activities by itself and for own purposes only. The DLA is available to End Users only, this means that a Developer has already entered into an EULA with Licensor.

An Eventus Reseller License Agreement (RLA) shall apply for those partners who wish to resell the Eventus Workflow- and Workforce Management System. The Licensor retains the right to conclude RLA-s only with selected partners who shall comply with all expected professional, technical and educational requirements.

A Value Added Reseller (VAR) agreement will be concluded with those special partners, who will be entitled to develop applications and solutions built upon Eventus and to resell the Software together with the own-made developments. The VAR partners shall comply with all expected professional, technical and educational requirements.

## License Types

The End User shall be entitled to use the licensed Software according to the license terms for the particular license types specified in the Sections 1-4. The unique combination of these particular licenses forms an organic license granted to a definite End User, which combination shall be specified in the Form of Agreement. The organic license cannot be taken apart for any reason, but it can be upgraded by acquiring additional volume for purchased license types or by obtaining new particular licenses. The End User's organic license consists of the proper Architecture, Functional and Feature Licenses. Those End Users who wish to create workflows, or build solutions, applications upon Eventus by itself and for own purposes, besides the EULA shall conclude a DLA with Licensor. Resellers and VAR Partners shall enter into an RLA or VAR Agreement concluded with Licensor.

### 1. Architecture Licenses

#### 1.1. Server Licenses

- (a) A Server License permits one live installation of the server software for a single instance on the Licensee's server computer (where a "server" means a single machine, or servers in a cluster or in parallel acting as a single machine) for use with the Licensee's on-line database, and the storing of one un-installed back-up copy.
- (b) It qualifies as a separate Server License if the given application instance is able to operate independently, i.e. it has full Eventus functionality. It means a full Eventus functionality if the application instance has its own database schema.
- (c) Server Licenses apply according to User numbers or workflow numbers. The definition of the expressions "User", "Concurrent User", "Named User", "Customer User" and Registration Form User are described in Section 1.2.
- (d) Server upgrades are available according to Licensors current prices, except Personal Server licenses which cannot be upgraded.

Currently the following Server licenses are available:

##### 1.1.1. Personal Server License

Can support up to 5 Concurrent or 10 Named Users OR 3 small processes. Personal Server licenses cannot be upgraded. User or flow licenses shall be acquired separately.

Metrics:	Instance
Requirements / dependencies:	Appropriate server computer and the required OS and DB software
Comments:	For supported HW, OS and DB software, please see the technical descriptions

##### 1.1.2. Workgroup Server License

Can support up to 50 Concurrent or 100 Named Users, OR 5 medium processes and 1 large process. If the customer's site is planned to have more than 80 Users in total, it is recommended to consider choosing an Enterprise Server. User or flow licenses shall be acquired separately.

Metrics:	Instance
Requirements / dependencies:	Appropriate server computer and the required OS and DB software
Comments:	For supported HW, OS and DB software, please see the technical descriptions

### 1.1.3. Enterprise Server License

Can support unlimited number of Concurrent or Named Users, OR unlimited number of processes. User or flow licenses shall be acquired separately.

Metrics:	Instance
Requirements / dependencies:	Appropriate server computer and the required OS and DB software
Comments:	For supported HW, OS and DB software, please see the technical descriptions

### 1.1.4. Non-Production Server License

- (a) A Non-Production Server license permits a mirror configuration of the Software (excluding configuration tools) to be installed on a separate server, but this may not be used simultaneously for production purposes with the live server installation. Production usage of the Software is not permitted under a Non-Production license.
- (b) A Non-Production Server license is issued for the limited purpose of either testing, or for demonstration, or for evaluation, or for configuration/development (the latter requiring the Configuration and Developer license as well).

Metrics:	Instance
Requirements / dependencies:	Appropriate server computer and the required OS and DB software  Eventus: Server License(s) (for production purposes)
Comments:	For supported HW, OS and DB software, please see the technical descriptions

## 1.2. User Licenses

- (a) For the purposes of the present Agreement, User shall mean a natural person who is entitled to use the Software according to the provisions of the granted licenses. The User is typically an employee of the Licensee, but possibly can be a contractor, subcontractor of Licensee (or the employee of a contractor or subcontractor). Customer User shall mean any third party who is End User's customer or any person related to End User, who is not End User's employee, but End User is interested in granting him or her with a limited access to the Software. Especially those persons can be indentified as Users who are involved in the internal processes of End User, while those persons, who are just in connection with End User as external contacts (so typically are not working for End User, but mostly acting as clients, or users, customers of any service), shall be considered as Customer Users.
- (b) User licenses apply to a single Eventus instance only. User licenses must be purchased for each separate Eventus instance. The following User licenses are available:
  - i. Named User License: The named user license is permanently assigned to one person, who can log in any time, from any number of workstations / devices.
  - ii. Concurrent User License: Concurrent user licenses are assigned to one server. Any User accessing the system with a concurrent license, decreases the number of available free concurrent licenses, every time a user logs in to the system.
  - iii. Customer User License: Customer User License can be granted to Customer Users. This license is for concurrent Customer Users only, so if a Customer User accesses the system, it will decrease the number of available free Customer User Licenses.

- iv. **Registration Form User License:** By fulfilling and submitting a Registration Form a workflow will be started automatically in Eventus. It serves to report any kind of event or data which can be relevant for the processed workflows. Registration Form Users are named users who are permitted to use this limited functionality only.
- (c) In the event that access to the Software is not provided to Users through the Software's own user interface, but through an API, thin client or any other way by the use of an external system, the number of the Users cannot be measured. In order to avoid any misunderstanding, the above method of accessing the Software for Users shall not be used to circumvent the Licensor, therefore the real number of Users shall be reported and licensed, otherwise any attempt to hide the real user number will be considered as a breach of contract.

Metrics:	User
Requirements / dependencies:	Eventus license: Server License(s), Client License(s)
Comments:	N/A

### 1.3. Flow license

- (a) As an alternative of the User Licenses, the End User can choose the possibility of metering the intensity of the usage instead of taking into consideration the number of the Users. Flow licensing measures the complexity and the number of processes.
- (b) One process means a workflow related to a specific organizational units' specific activity. An example is the customer care process for ADSL service activation.
- (c) Flow licensing concept is to provide flexibility when some circumstances of the deployment (e.g. the number of Users) cannot be predicted, or are uncertain.
- (d) The concept enables the Licensee to avoid making a most likely uncertain commitment, hence purchasing insufficient or unused User Licenses.
- (e) Licensor distinguishes three different process types: Small Process, Medium Process, Large Process. The following flow licenses are available:
  - i. **Small Process License:** Grants the right to configure one small process. A small process consists of minimum 1, maximum 5 tasks (manual, system).
  - ii. **Medium Process License:** Grants the right to configure one medium process. A medium process consists of tasks (manual, system) from 6 to 15.
  - iii. **Large Process License:** Grants the right to configure one large process. A large process consists of more than 15 tasks (manual, system).
- (f) In case of the complexity of a process changes due to change request, then if the number of tasks (manual, system) exceeds with more than 2 tasks (manual, system) the maximum rate prescribed to the original flow, then the original flow shall be substituted with the appropriate flow (e.g. the number of tasks of a flow changes from 4 to 8 means that this flow originally was a small process, but it shall be modified to a medium process). In case of such an upgrade the margin of the license fees shall be paid.

Metrics:	Task / Process
Requirements / dependencies:	Eventus license: Server License(s), Client License(s)
Comments:	N/A

## 2. Functional Licenses

### 2.1. WorkFlow module License

Right to use the Workflow management module of Eventus. Workflow management systems are designed to manage complex business processes in a consistent manner across the company. The system controls the execution of business processes on the basis of a process model, using existing IT infrastructure and controlling the relevant company units and staff. Consequently, it answers the question of who should do what and when – in 24 hours a day, while also providing the information required for executing these tasks.

Metrics	Instance
Requirements / dependencies:	Eventus: Server License(s)
Comments:	N/A

### 2.2. Connectivity Licenses

- (a) A Connectivity license entitles the Licensee to link the Software to another system which is connected with the Software. A Connectivity license includes the Eventus interface possibility providing written admission and availability of a schema for reading admission to the Eventus.
- (b) The Eventus interface possibility must be used in compliance with its Documentation. The Eventus interface possibility may not be extended or modified without the Licensor's prior written approval to protect the integrity of the admission to the Eventus and does not affect how the Licensee accesses the interface possibility.  

A Connectivity license is required for each external system and/or application connected to the Software. It shall be considered as an application or system connection any connection to be established through a point-to-point or middleware layer (for example: OSB, MQ, etc.) that is established between the Eventus and an external system that implements a business function. Accordingly, the Connectivity License is independent of the nature of the interface technology between the Eventus system and the external business system, and independent of the middleware layer between the Eventus system and the business system implementing the business function.
- (c) Each application or system (software or hardware) requires a separate Connectivity License, even if a connection shall be made through a middleware layer (e.g., OSB, MQ, etc.), i.e. the integration that requires a Connectivity License can be direct or indirect, however, it is independent of the number of environments to be achieved.
- (d) For its own internal business purposes only, the Licensee shall be entitled to develop its own applications to link via a Connectivity Licensed product provided such applications do not include any part of the Software or confidential information of the Licensor.
- (e) The Licensee may not demonstrate or supply any applications developed by itself pursuant to the above sub clause to any third party unless it has first ascertained from the Licensor that such customer is duly licensed to use the Software.
- (f) The Licensee accepts that the Licensor is not responsible for the operational integrity of any application created by the Licensee, nor for the operation or effect thereof on any party to whom the Licensee demonstrates or supplies it.
- (g) The Licensee warrants that it has the right to use all data that may be transferred to/from the Eventus. The Licensee is responsible for ensuring that it has all relevant licenses therefore.
- (h) The Licensor shall not be responsible under any circumstances for the quality or integrity of any data written to the Eventus via the Eventus interface possibility, nor for the accuracy or validity of any corresponding data read from the Eventus.
- (i) The Licensee agrees to be entirely responsible for the support and maintenance of all applications created by the Licensee under the terms of this license.
- (j) Currently the following Connectivity Licenses are available:

- i. Generic Connectivity License: Grants the right as described generally, for specific, custom interfacing purposes.
- ii. Connectivity License for Feature Modules: Certain Eventus Feature Modules or Licenses might include one, or more interfaces by default to fulfil their functionalities. Connectivity License for Feature Modules grants the right as described above, but only for the certain interfaces between Eventus and the other system as defined in the given Eventus Feature Module or License

Metrics	Connectivity
Requirements / dependencies:	Eventus: Server License(s)
Comments:	N/A

### 3. Feature Module Licenses

Feature Module Licenses grant the right to use preset and / or additional functionalities, function groups.

#### 3.1. Eventus Built-in Reports Module License

This module provides access to Eventus Web Based Built-in reports set.

Metrics	Server
Requirements / dependencies:	Eventus: Server License(s), User License(s), Module License(s) Other: Browser
Comments:	N/A

#### 3.2. Eventus DashBoard License

Eventus DashBoard provides a facility to display prompt graphical overview reports about the operation, KPIs, etc.

Metrics:	Dashboard Report
Requirements / dependencies:	Eventus: Server License(s), User License(s) Other: Browser
Comments:	N/A

### 4. Special Licenses

#### 4.1. Eventus Reseller License Agreement

An Eventus Reseller License Agreement (RLA) shall apply for those partners who wish to resell the Eventus Workflow- and Workforce Management System. The Licensor retains the right to conclude RLA-s only with selected partners who shall comply with all expected professional, technical and educational requirements.

## 4.2. VAR Partner Agreement

A Value Added Reseller (VAR) agreement will be concluded with those special partners, who will be entitled to develop applications and solutions built upon Eventus and to resell the Software together with the own-made developments. The VAR partners shall comply with all expected professional, technical and educational requirements.