Eventus®
Rostering

Licensing Policy

Licensing concept

This document explains the current policy of VISIONERS regarding the licensing of the Eventus Rostering System (hereinafter referred to as the "Software" or "Eventus"). Eventus is a propietary 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 1st 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

1.1.5. Customer Portal Server License

The Customer Portal Server License allows the installation of a copy of the Software that is installed in conjunction with existing Eventus server software and is publicly accessible via the Internet. Its purpose is to provide the Licensee's Customers with an interface through which they can initiate interactions (e.g., report errors) and query the current status of previously initiated processes.

Metrics:	Instance
Requirements / dependencies:	Licensee must have at least one Productive (Personal / Workgroup / Enterprise) Server License and one Non-Productive Server License.
Comments:	Customer User License shall be also acquired

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.

(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. Client Licenses

As a default, Eventus has desktop and web based clients.

The Smartphone Client Licenses allow to install and run the proper client for smartphone, all of them having a basic functionality (Basic Smartphone Client License), and Smartphone Feature Licenses are required to be entitled to use the special features (eg. Barcode Reader, eOBU).

The Client Licenses are not limited by the number of devices.

1.3.1. Basic SmartPhone Client License

This enables the user to access Eventus functionalities on Smartphones.

The following basic smarthone client licenses are available:

i. Eventus Native Android Client
ii. Eventus Native iOS Client

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

2. Functional Licenses

2.1. 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

3.3. Eventus Schedule Management Module License

3.3.1. Eventus Schedule Management Module Basic License

The Eventus Shedule Management Module is able to create optimal work schedules within an organization by taking into consideration several external regulatory and internal business aspects. The module has a wide range of graphical functions for unforeseen modifications to planned work schedules (shift exchange, illness, substitution etc.).

Metrics:	Instance
Requirements / dependencies:	Supported by Enterprise Server License only.
Comments:	This license is independent from the User Licenses specified in Section 1.2., and the metrics of its supplementary license refers to the user number of the Schedule Management Module only. The Basic License contains 10 users.

3.3.2. Eventus Schedule Management Module Supplementary License

It enables to increase the user number of the Schedule Management Module.

Metrics	user number of the Schedule Management Module
Requirements / dependencies:	Schedule Management Module Basic License
Comments:	N/A

4. Developer Licenses

Developer licenses consist of

- Configuration License which grants the right to configure the Software within Eventus client.
- Developer License which grants the right to develop solutions built upon Eventus, using the toolkit provided by Licensor.

Neither the Configuration License, nor the Developer License gives the right to alter any of the core functionalities of Eventus, and it is strictly prohibited to alter the source code of the Software or any of the core functionalities anyhow. Consequently “developer” for the purposes of this agreement only means the End User who can develop own applications connected to the Software, but it does not mean the development of Eventus itself under any circumstance.

4.1. Configuration License

(a) A Configuration License permits workflow configuration for the End User. The Configuration License allows the End User to modify preset workflows and create new ones. If Server Licenses are connected with User Licenses within the Architecture Licenses, the number of workflows that can be created is not limited. If a Flow License is connected with the Server License(s) instead of User Licenses, the number of permitted workflows must be considered for the application of the Configuration License (ie, the End User may create a new workflow up to the allowed number of workflows, and in case of deleting a process it may create a new one in the place of it to the extent of permitted workflows).

(b) The Licensee acknowledges that it is aware of the potential support and upgrade complications which can arise from changes to workflows, and for this reason the Licensee undertakes to notify the Licensor of all changes made in this way in details. The Licensor shall treat all such disclosures as confidential. The Licensee accepts that the support and maintenance of all changes it makes under the terms of this license is entirely the responsibility of the Licensee.

(c) The Licensee accepts that using the Configuration license alters the preset workflows of the Software and that anything the Licensee does using Configuration Licenses in no way alters the Licensor’s intellectual property rights or restricts the Licensor from any activity whatsoever relating to any changes it may make to the Software, including but not limited to updating, amending or other services relating to the Software, for the Licensee or for other customers of the Licensor.

(d) Licensor grants Licensee the Configuration License on condition that Licensee completes the training to provide the required competencies. The Licensor will not be responsible for any effects on the Software resulting from the Licensee’s use of the Configuration product not in accordance with the Documentation.

4.2. Developer License

(a) A Developer license permits a mirror configuration of the Production Eventus Server to be held on an Eventus Non production Server instance used for development purposes. Using the development toolkit ensured by Licensor, and according to the technical guidelines set down in the Documentation Licensee is entitled to connect other systems to Eventus, and Licensee can develop applications, client programs built upon Eventus, and it can assign additional functions to Eventus.

(b) Any kind of application, client program, solution, feature, function developed by Licensee shall be used for its own purposes only, and Licensee is not entitled to make available these solutions to third parties.

(c) To obtain the Developer License a separate Developer License Agreement shall be concluded between Licensor and Licensee. Development trainings are obligatory for those End Users who wish to have the Developer License.

By developing own solutions End Users may be expected to acquire other additional licenses, for example Connectivity Licenses in order to have the permission to connect their solutions to the Software.

5. Special Licenses

5.1. 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.

5.2. 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.