



Eventus® Process Management Licensing Policy

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Licensing concept

This document sets out VISIONERS' current licensing policy for the Eventus Process Management system (hereinafter the "Software" or "Eventus"). Eventus is proprietary software, and the **Licensor**, as the owner of the intellectual property rights, retains all intellectual property rights in and to the Software.

The Licensor authorizes users to use the Software through license agreements, which means that each user must hold the appropriate license in order to use the Software lawfully. Any entity lawfully using the Software is deemed a **Licensee**. (The term "user" is used in this preamble in its general copyright-law sense. By contrast, from Section 1 onwards, the capitalized term "User" has the specific meaning set out in Section 1.2(a) for the purposes of this Eventus Licensing Policy.)

Licenses grant rights for different purposes of use. A Licensee may be an End User, a Developer, a Reseller or a VAR Partner (Reseller, Application Developer and System Integrator Partner).

The Eventus End User License Agreement (EULA) applies to End Users and grants a license for use for the End User's own purposes. An End User is not entitled to modify, develop, adapt or reverse engineer the Software. An End User is also prohibited from reselling, distributing or otherwise making the Software available to third parties, except through the means of access permitted by the EULA and the Form of Agreement concluded with that End User. End-user licensing follows a volume-licensing model: the various license types define the specific combination and scope of architectural elements, functions and modules, in each case according to the relevant metric. The Form of Agreement is an integral annex to the EULA and specifies the individual license types granted and the applicable volume for each. The EULA contains the general terms and conditions governing use of the Software, whereas the Form of Agreement contains End User-specific terms and must therefore be concluded individually with each End User.

An End User holding a Developer License under Section 4.2 of this Licensing Policy must enter into an Eventus Developer License Agreement (DLA). An End User holding a Developer License may carry out the relevant acts of use only itself and solely for its own purposes. The DLA is available only to End Users; accordingly, a Developer must also enter into an EULA with the Licensor.

The Eventus Reseller License Agreement (RLA) applies to partners wishing to resell the Eventus Process Management System. The Licensor reserves the right to enter into an RLA only with partners that satisfy all applicable professional, technical and qualification requirements.

The Licensor enters into a Value Added Reseller (VAR) Agreement with selected partners entitled to develop solutions and applications built on Eventus and to resell the Software together with their own developments. VAR Partners must satisfy all applicable professional, technical and qualification requirements.

License Types

The End User is entitled to use the Software in accordance with the license terms applicable to the individual license types granted to it, as described in Sections 1 to 4 of this Licensing Policy. The combination of those individual licenses constitutes the single license grant issued to the relevant End User and must be specified precisely in the Form of Agreement. The single license grant may not be divided, but its scope may be expanded by increasing the volume of an existing license type or by acquiring additional individual licenses. The End User's single license grant comprises the appropriate Architecture, Functional and Module Licenses. End Users wishing to create workflows or to develop solutions or applications built on Eventus for their own purposes must enter into a DLA with the Licensor in addition to the EULA. Resellers and VAR Partners must enter into an RLA or a VAR Agreement, respectively, with the Licensor.

1. Architecture Licenses

1.1. Server Licenses

- (a) A Server License permits one installation of the server software on the Licensee's server (where a "server" means a single machine, or multiple servers operating in a cluster or in parallel as a single machine), for operation with the Licensee's online database, and permits the creation of one uninstalled backup copy.
- (b) A separate Server License is required where the relevant application instance is capable of operating independently, that is, where it provides full Eventus functionality. An application instance provides full Eventus functionality if it has its own database schema.
- (c) A Server License is tied to a specified number of Users or processes. The terms "User", "Concurrent User", "Named User", "Customer User" and "Registration Form User" are defined in Section 1.2.
- (d) Upgrades of a Server License are subject to the Licensor's then-current upgrade fees, except that a Personal Server License cannot be upgraded.

1.1.1. Personal Server License

Supports 5 Concurrent Users or 10 Named Users OR 3 small processes. The Personal Server License cannot be expanded. User Licenses or Flow Licenses must be acquired separately.

Metric:	Instance
Requirements / dependencies:	Appropriate server computer and the required OS and database software.
Comments:	For supported hardware, operating systems and database software, please refer to the technical descriptions.

1.1.2. Workgroup Server License

Supports up to 50 Concurrent Users or 100 Named Users OR 5 medium processes and 1 large process. If the Licensee plans to provide access to more than 80 Users in total, the Enterprise Server License is recommended. User Licenses or Flow Licenses must be acquired separately.

Metric:	Instance
Requirements / dependencies:	Appropriate server computer and the required OS and database software.
Comments:	For supported hardware, operating systems and database software, please refer to the technical descriptions.

1.1.3. Enterprise Server License

Supports an unlimited number of Concurrent Users or Named Users OR an unlimited number of processes. User Licenses or Flow Licenses must be acquired separately.

Metric:	Instance
Requirements / dependencies:	Appropriate server computer and the required OS and database software.
Comments:	For supported hardware, operating systems and database software, please refer to the technical descriptions.

1.1.4. Non-Production Server License

- (a) The Non-Production Server License permits a mirror of the Software configuration (excluding the configuration tools) to be installed on a separate server, but that server may not operate in production simultaneously with the production server. Production use of the Software is not permitted under a Non-Production Server License.
- (b) The Non-Production Server License may be used only for limited purposes such as testing, demonstration, evaluation or configuration/development (the latter also requiring a Configuration License and a Developer License).

Metric:	Instance
Requirements / dependencies:	Appropriate server computer and the required OS and database software. Eventus Server License (for production purposes).
Comments:	For supported hardware, operating systems and database software, please refer to the technical descriptions.

1.1.5. Customer Portal Server License

The Customer Portal Server License permits installation of an instance of the Software alongside existing Eventus server software, with public access via the Internet. Its purpose is to provide the Licensee's Customer Users with an interface through which they can initiate interactions (for example, submit an error report) and query the current status of previously initiated processes.

Metric	Instance
Requirements / dependencies:	The Licensee must hold at least one Production (Personal / Workgroup / Enterprise) Server License and one Non-Production Server License.
Comments:	A Customer User License must also be acquired.

1.2. User Licenses

- (a) For the purposes of this Licensing Policy, a User is a natural person who lawfully accesses the Software, that is, in accordance with the terms of a license governed by this Licensing Policy. A User is typically an employee of the Licensee, but may also be its contractor, subcontractor, agent or other person engaged by it to perform work (or an employee of any such person). A Customer User is a third-party natural person who is a customer of the Licensee or is otherwise connected with the Licensee, who is not an employee of the Licensee (or otherwise engaged by the Licensee to perform work), but to whom the Licensee has an interest in granting limited access to the Software. In particular, persons participating in the Licensee's internal workflows shall be treated as Users, whereas persons having an external relationship with the Licensee (that is, persons who typically do not work for the Licensee but primarily act as customers or recipients of services) shall be treated as Customer Users.
- (b) A User License is tied to access to a single Eventus server. User Licenses must be acquired separately for each standalone Eventus server.

- (c) If Users are given access to the Software not through the Software's own user interface, but through an API, a thin client or any other means involving an external system, the number of Users cannot be measured directly. For the avoidance of doubt, such means of access must not be used to circumvent the Licensor. The actual number of Users must therefore be reported and the required license quantity acquired; otherwise, any attempt to conceal the actual number of Users constitutes a breach of contract.

1.2.1. General Named User License:

A General Named User License continuously grants access to one specific person, who may log in at any time from any workstation or computer.

Metric:	User
Requirements / dependencies:	Eventus license: Server Licenses, Client Licenses
Comments:	N/A

1.2.2. Concurrent User License:

A Concurrent User License is tied to a server. Each time a person using such a license logs in to the system, the number of available Concurrent User Licenses is reduced by one. Accordingly, if the Licensee acquires a specified number of Concurrent User Licenses, no more than that number of Users may be logged in at any one time; however, the Users consuming those Concurrent User Licenses need not be individually designated.

Metric:	User
Requirements / dependencies:	Eventus license: Server Licenses, Client Licenses
Comments:	N/A

1.2.3. Customer User License:

A Customer User License grants access to Customer Users. This license applies only to concurrent Customer Users; accordingly, when a Customer User logs in, the number of currently available Customer User License slots is reduced by one.

Metric:	Customer User
Requirements / dependencies:	Eventus license: Server Licenses, Client Licenses
Comments:	N/A

1.2.4. Registration Form User License:

Completing and submitting a Registration Form automatically starts a workflow in Eventus. The form may be used to report any event or data relevant to the applicable workflow. Registration Form Users are Named Users who may use only this limited functionality.

If Users are given access to the Software not through the Software's own user interface, but through an API, a thin client or any other means involving an external system, the number of Users cannot be measured directly. For the avoidance

of doubt, such means of access must not be used to circumvent the Licensor. The actual number of Users must therefore be reported and the required license quantity acquired; otherwise, any attempt to conceal the actual number of Users constitutes a breach of contract.

Metric:	Customer User
Requirements / dependencies:	Eventus license: Server Licenses, Client Licenses
Comments:	N/A

1.3. Flow Licenses

- (a) As an alternative to User Licenses, the Licensee may elect to measure the intensity of use by reference to the number and complexity of processes instead of the number of Users accessing the system. A Flow License measures the number and complexity of processes.
- (b) A process means a workflow associated with a specific activity of an organizational unit. For example, a customer service workflow relating to ADSL service activation constitutes one process.
- (c) The flow-licensing concept provides flexibility where the required level of availability (that is, the number of Users to be supported) cannot be predicted in advance or is uncertain.
- (d) The flow-licensing concept allows the Licensee to avoid an inherently uncertain commitment and thus to avoid acquiring an insufficient or unnecessary number of User Licenses.
- (e) The Licensor distinguishes three process types: small process, medium process and large process.
- (f) If the complexity of a process changes as a result of a change request and the number of tasks exceeds the maximum prescribed for the original process type by more than two tasks, the original process type must be replaced with the appropriate process type. For example, if the number of tasks built into a process increases from 4 to 8, the original small process must be reclassified as a medium process. In the event of such an upgrade, the difference between the license fees for the two process types must be paid.

1.3.1. Small Process License

Grants the right to configure one small process. A small process consists of at least 1 and no more than 5 tasks (performed by a user or executed by the system).

Metric:	Task / Process
Requirements / dependencies:	Eventus license: Server Licenses, Client Licenses
Comments:	N/A

1.3.2. Medium Process License

Grants the right to configure one medium process. A medium process consists of between 6 and 15 tasks (performed by a user or executed by the system).

Metric:	Task / Process
Requirements / dependencies:	Eventus license: Server Licenses, Client Licenses
Comments:	N/A

1.3.3. Large Process License

Grants the right to configure one large process. A large process consists of more than 15 tasks (performed by a user or executed by the system).

Metric:	Task / Process
Requirements / dependencies:	Eventus license: Server Licenses, Client Licenses
Comments:	N/A

1.4. Connectivity Licenses

- (a) A Connectivity License enables the Licensee to connect the Software to an external system. A Connectivity License may provide read/write access, including bidirectional interfacing by granting the external system access to Eventus in the manner specified in the technical specification and allowing Eventus to connect to the source system with read/write capability, or it may provide read-only access.
- (b) Eventus interface capabilities may be used only as specified in the Documentation. Eventus interfacing may not be extended or modified without the Licensor's prior written consent, thereby ensuring that the Licensor has visibility over the access provided. This does not affect the manner in which the Licensee accesses the interface capability. A Connectivity License is required for every direct or indirect external application or system connection. An application or system connection means any point-to-point connection, or any connection implemented through a middleware layer (for example, OSB or MQ), established between Eventus and an external system performing a business function. Accordingly, the need for a Connectivity License is independent of the interface technology used between Eventus and the external business system and independent of any middleware layer between Eventus and the target system performing the business function.
- (c) Each application or system (software or hardware) requires a separate Connectivity License, including where the connection is implemented through a middleware layer (for example, OSB or MQ). An integration requiring a Connectivity License may therefore be direct or indirect, but the required license is independent of the number of environments accessed.
- (d) The Licensee may develop its own applications that connect to the Software in a manner enabled by a Connectivity License solely for its own business purposes, provided that those applications contain no part of the Software and no confidential information relating to the Licensor.
- (e) The Licensee may not supply any application developed under the preceding paragraph to a third party unless it has first confirmed with the Licensor that the relevant customer holds the appropriate license to use the Software.
- (f) The Licensee acknowledges that the Licensor is not responsible for the proper operation of any Eventus-connected system or application developed for the Licensee by the Licensee or a third party, or for the operation of the connection between the systems.
- (g) The Licensee warrants that it has the right to lawfully process all data transferred to or from Eventus. The Licensee is responsible for ensuring that it holds all rights and authorizations required for the relevant data processing operations.
- (h) Under no circumstances is the Licensor responsible for the quality or completeness of data written to Eventus through an Eventus interface, or for the suitability or accuracy of data read from Eventus.
- (i) The Licensee is fully responsible for the support and maintenance of all applications created under this license.

1.4.1. Generic Connectivity License:

Grants the right to implement interfaces for specific, customized interfacing purposes.

1.4.1.1. Technical User-Based Generic Connectivity License

The interface between the two systems is established by each system identifying the other.

Metric	Connectivity
Requirements / dependencies:	Eventus: Server Licenses
Comments:	N/A

1.4.1.2. Named User-Based Generic Connectivity License ("NUGCL")

This is an interface in which, when a connection is initiated by a Named User, the connection is established using a technical identifier and the identifying data of the initiating Named User also appear as an attribute in the interface communication. The Base License is proportional to the number of such system-to-system connections, while the Supplemental License is proportional to the number of Named Users.

i.NUGCL Base License

Metric	Connectivity
Requirements / dependencies:	Eventus: Server Licenses
Comments:	N/A

ii.NUGCL Supplemental License Proportional to Named Users

Metric	Connectivity
Requirements / dependencies:	Eventus: Server Licenses; General Named User License
Comments:	N/A

1.4.2. Connectivity License for Modules:

Certain Eventus modules may include one or more interfaces by default in order to implement their functionality. The Connectivity License for Modules grants the rights described above, but only for the specific interfaces between the relevant Eventus module and external systems, as defined in the applicable Module License.

Metric	Connectivity
Requirements / dependencies:	Eventus: Server Licenses
Comments:	N/A

2. Functional Licenses

2.1. Workflow Module License

The Workflow Module License grants the right to use the Eventus workflow management module. Workflow management systems are designed to manage complex business processes consistently across an organization. The system controls the execution of business processes on the basis of a process model, using the existing IT infrastructure and coordinating the relevant organizational units and personnel. It therefore determines who should do what and when, 24 hours a day, while also providing the information required to perform those tasks.

Metric	Instance
Requirements / dependencies:	Eventus: Server Licenses
Comments:	N/A

2.2. Enterprise Knowledge Base AI Assistant Function License

This license authorizes use of the Eventus Enterprise Knowledge Base AI Assistant function.

Metric	Instance
Requirements / dependencies:	Physical Network Inventory Supplemental License for the Eventus Inventory.
Comments:	N/A

3. Module Licenses

Module Licenses grant the right to use preconfigured and/or additional functionalities and function groups.

3.1. Eventus Built-in Reports Module License

This module provides access to the Eventus web-based built-in reporting application.

Metric	Instance
Requirements / dependencies:	Eventus: Server Licenses, User Licenses, Module Licenses Other: Browser
Comments:	N/A

3.2. Eventus Dashboard License

The Eventus Dashboard provides immediate graphical overview reports on operations and KPIs (key performance indicators).

Metric	Instance
Requirements / dependencies:	Eventus: Server Licenses, User Licenses Other: Browser
Comments:	N/A

4. Developer Licenses

Developer Licenses comprise:

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

Neither the Configuration License nor the Developer License permits any core functionality of Eventus to be modified or adapted, and any alteration or modification of the Software's source code or any core functionality is strictly prohibited. Accordingly, for the purposes of this Licensing Policy, a "Developer" means an End User authorized to develop its own

applications built on the Software, and does not under any circumstances mean a person authorized to develop Eventus itself.

4.1. Configuration License

- (a) The Configuration License permits the End User to configure workflows. It allows the End User to modify preconfigured workflows and create new processes. If User Licenses are associated with the Server Licenses within the Architecture Licenses, the number of processes that may be created is unlimited. If a Flow License rather than User Licenses is associated with the Server License(s), the number of authorized processes must be observed when the Configuration License is used. In other words, the End User may create new processes only up to the authorized number of processes; if it deletes a process, it may create a new process in its place, subject at all times to the authorized limit.
- (b) The Licensee acknowledges that changes to workflows may create complications in connection with support services and upgrades. For that reason, the Licensee undertakes to inform the Licensor in detail of every change it makes to the Software.
- (c) The Licensee acknowledges that any modification it makes to the Software using the Configuration License does not in any way affect the Licensor's intellectual property rights in the Software and does not restrict the Licensor from carrying out any activity involving changes to the Software, including, without limitation, implementing updates, modifications or enhancements, or providing any other service relating to the Software.
- (d) The Licensor grants the Configuration License to the Licensee on condition that the Licensee completes the training required to obtain the necessary competencies. The Licensor assumes no liability for any consequences resulting from use of the configuration product other than in accordance with the Documentation.

Metric	Instance
Requirements / dependencies:	Supported only by Enterprise Server Licenses.
Comments:	N/A

4.2. Developer License

- (a) The Developer License permits the configuration of the server software to be mirrored on a separate Non-Production Server for application-development purposes. Using the development toolkit provided by the Licensor and following the technical guidelines set out in the Documentation, the Licensee may connect external systems to Eventus and develop applications, client programs and additional functions built on Eventus.
- (b) Any application, client program, solution or function developed by the Licensee may be used by the Licensee solely for its own purposes, and the Licensee is not entitled to make any such solution available to third parties.
- (c) To obtain a Developer License, the Licensee must enter into a separate written Developer License Agreement with the Licensor. Developer training is mandatory for End Users wishing to hold a Developer License. End Users developing their own solutions or applications may also be required to hold other licenses, such as a Connectivity License authorizing their solution to connect to the Software.

Metric	Instance
Requirements / dependencies:	
Comments:	N/A

5. Special Licenses

5.1. Eventus Reseller License Agreement

The Eventus Reseller License Agreement (RLA) applies to business partners wishing to distribute the Eventus Process Management System. The Licensor reserves the right to enter into an RLA only with selected partners that satisfy all applicable professional, technical and qualification requirements.

5.2. VAR Agreement

The Licensor enters into a VAR (Value Added Reseller) Agreement with partners entitled to develop solutions and applications built on Eventus and to resell the Software together with their own solutions. VAR Partners must satisfy all applicable professional, technical and qualification requirements.