

## SOFTWARE LICENSE INFORMATION (SLI) For HP Exstream Software

In addition to HP's standard terms and conditions or a separate agreement between Customer and HP or its HP Business Partners (the "Agreement") the following license restrictions are applicable to HP Exstream Software.

### I. DEFINITIONS

Capitalized terms not otherwise defined in this SLI document are defined in the governing Agreement or applicable Transaction Document.

**"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 or 'CC' Users"** means the Software is licensed by the amount 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.

**"Designer Software"** means the Workstation-based Software used by end-users to develop and manage applications.

**"Designated Server"** means a single physical computer housed in a single unit comprising one or more central processing units that has been designated for running HP Exstream Software.

**"Designated Server Location"** means the physical address of the Customer facility where the Server that houses the Software is located.

**"Development Environment"** means a Non-Production Environment to be used for internal use only for a) developing Customer add-on applications in order to access the licensed Software b) migration testing c) pre-production staging or d) version upgrades/configuration and transition purposes.

**"Editor Software"** means the Workstation-based Software used by end-users to edit Interactive Documents.

**"E-LTU"** means products that are electronically delivered only and as such any references to FOB Destination or delivery methods that are stated on Customer's purchase order other than electronic shall be null and void with respect to these E-LTU products.

**"Engine"** means the executable application which produces output from HP Exstream design environment to the Customer Production, Development or Hot Backup Environment(s).

**"Engine Based"** means a license allowing for the Software to be installed on an unlimited number of Servers with the same Operating System, within specified environments as stated in the applicable Transaction Document. The number of Engines licensed will allow for concurrent use across multiple Servers and or Virtualized Environments.

**"Fail or Failover"** means a backup operation that automatically switches the functions of a primary system to a standby Server if the primary system fails or is temporarily taken out of service.

**"Floating"** means that multiple Seat Based users or multiple Servers are allowed to concurrently run available license(s) that are not tied to a specified Workstation or Server.

**"Hot Backup 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"** 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 Windows based Server upon which the Floating license file is installed and used to authorize the Floating request.

**"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 purchase and support equivalent to or greater than Production Environment. Support for Non-Production Environment and 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"** means a Production Environment to be used for internal use for Customer applications in order to access the licensed Software to produce delivery-ready documents.

**"Seat Based"** means the Software that is licensed per individual user.

**"Server or Svr"** means a single physical computer housed in a single unit comprising one or more central processing units that has been designated for running a specific Server application (s).

**"Server Based"** means a license allowing for the Software to be used on a designated number of Servers, excluding those in a virtualized machine, within specified environments as stated in the applicable Transaction Document.

**"Server ID or System ID"** means the unique identifier for the Server.

**"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 license to use (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 require access or use of the Software by such entity.

**"Third Party(ies) Use"** means, as authorized in the Transaction Document, 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

**"Virtualization Capability"** refers to the practice of creating more than one instance of a Server running the Software on a single physical device. This is distinguished from "partitioning" in that partitioning results in a set of static MAC-IDs or SYS-IDs for each partition that can be tied to a Software Key whereas virtualization will create and destroy instances that would frequently require the creation of a new Software Key.

**"Workstation"** means a desktop system (for Microsoft platforms this is typically running Windows 7, Windows XP or Windows Vista operating system) in contrast to a Server system, typically located in the data center (for Microsoft platforms this is typically running Windows 2003/2008 Server Operating System).

## II. LICENSED SOFTWARE DESCRIPTION AND TERMS

Software is licensed per Server, Engine, Instance, and/or number of Seat licenses as designated in the Transaction Document.

**Production Environment:** The Software (Prd SW E-LTU) may be used on the specified licensed numbers of Server(s) using the licensed Operating System to produce delivery-ready documents in batch or interactive environments.

**Development Environment:** The Software (Dev SW E-LTU) may be used on the specified licensed numbers of Server(s) using the licensed Operating System only to verify and test an application built using the Software. The Software may not be used in a Production Environment and no output from the Software may be used for production purposes in the environment.

**Hot Backup Environment:** The (Hot Bp SW E-LTU) Software may be used on the specified licensed numbers of 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. This Hot Backup Environment requires the previous 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.

**Virtualization Capability:** The Software is licensed per environment. Customers that license Virtualization Capability must license all Servers with the HP Exstream Software within an environment. Licensing of Virtualization Capability does not increase the number of physical Servers a Customer has licensed. Concurrencies exist at the Server level, effectively defining a virtual machine as different from a partition, separated by the latter having a unique physical identification number MAC-ID or SYS-ID. Partitioning may be supported without licensing Virtualization Capability as long as there are static MAC-IDs that can be provided to HP in order to generate a Software Key for the MAC-IDs on that Server. Virtualization Capability licensing is not available for licensing with Engine Based licensing.

**Engine Based:** The Software is licensed per environment. Customers that license Engine Based must license per environment and per Operating System using the HP Exstream Software. If a Server is partitioned or virtualized, each deployment of the Engine counts as one (1) license. Engine Based is only available for Floating. A minimum of three (3) Engine Based licenses per environment (with the same configuration of Software) are required for Engine Based licensing.

**Changing Operating Systems:** HP licenses the Software to Customers for installation on a specified Operating System(s) which is set forth in the Transaction Document. Depending on the Customer's license, HP 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.

**Designer/Seat Based Software:** One Designer/Seat Based Software license is required for each installation of the Designer/Seat Based Software, and if more than one user accesses the installed Designer/Seat Based Software, an additional license is required for each such additional user that accesses the Designer/Seat Based Software. Remote access to the Designer/Seat Based Software is permitted, provided that such access is legally permissible. Customer shall notify HP in writing should remote access be from outside of the country in which the Designated Server is located. The Designer/Seat Based Software shall not be exported outside of the country of the Designated Server Location without HP's written authorization. Any Customer who exports or otherwise transfers the Designer/Seat Based 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.

**Designer Floating Software:** Designer Floating Software is used in a concurrent manner. Each user will check out a Designer Floating Software license and will utilize (1) license during checkout. Remote access to the Designer Floating Software is permitted, provided that such access is legally permissible. Customer shall notify HP in writing should remote access be from outside of the country in which the Designated Server (s) is located. The Designer Floating Software shall not be exported outside of the country of the Designated Server(s) Location without HP's written authorization. Any Customer who exports or otherwise transfers the Designer Floating 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.

**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 HP 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 HP by reporting the incident via Software Support Online (SSO) or calling HP Support and logging a Severity 1 case.

**Cold Backup:** Customer has the right to install updates to the Cold Backup Server as long as 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 HP 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 HP using the same process as for a true disaster (reporting the incident via Software Support Online (SSO) or calling HP Support and logging a request for a Software Key for disaster recovery testing).

**Live Editors:** The Live Editors licensed under any Transaction Document may only be used for the benefit of Customer and may not be distributed or otherwise reallocated except in accordance with the Transaction Document. One (1) Live Editor Software License is required for each installation of

the Live Editor Software, and if more than one (1) user accesses the Live Editor Software, an additional license is required for each such additional user that accesses the installed Live Editor Software.

**Live Certificates:** Live Certificates licensed under any Transaction Document may only be used for the benefit of Customer and may not be distributed or otherwise reallocated except in accordance with the Transaction Document. One Live Certificate license is required for each Interactive Document user.

**Remote Collaboration (formerly, Dialogue Anywhere):** The Remote Collaboration Software may be installed only at the Designated Server 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.

**Bundle Software** is two or more Software Products combined into a single license offering. The specific Software Products included in a bundle are governed by the individual authorizations and use restrictions associated with each Software Product.

### **III. GENERAL SOFTWARE LICENSE TERMS**

Software contains Software and associated Specifications licensed from third parties that are confidential to, and trade secrets of, such parties. Customer will not take any action other than to use it as authorized under the Agreement as part of the Software Products and will not disclose such confidential information.

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 HP.

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.

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

#### **Seat Based Software**

HP Designer Software Workstation  
HP Designer PDF Designer  
HP Exstream Live Design  
HP Exstream Compare Designer  
HP Workstation Engine  
HP PDF – DXF  
HP Live Certificates  
HP Live Editors  
HP Output Compare  
HP AFP Viewers  
HP InDesign - DXF  
HP Quark  
HP Metacode Import Designer  
HP OGL Converter

#### **Instance Based Software**

Remote Collaboration  
Command Center  
HP Exstream Application Manager