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In addition to HP's standard terms and conditions or a separate Agreement between Licensee and HP or its Suppliers (the "Agreement") the following license restrictions are applicable:

DEFINITIONS:

Capitalized terms not otherwise defined in this Additional License Restrictions document are defined in the governing Agreement.

"Area" means a license allowing the Software to be used in a single region, defined as the Americas (North, Central and South America and Mexico) or EMEA (Europe, Middle East and Africa) or JAPAC (Japan, Asia, Pacific Rim and Australia); Area cannot be global or multiple regions. Area is determined where the order for the license is placed, unless the applicable Transaction Documents indicate otherwise.

"Backup" means making additional copies of data which can be used to restore to the original after a data loss.

"Business Application" means a specialized business program or set of business programs.

"Business Process" means the business workflow required to achieve a particular task or goal.

"Cold Backup or Cold Standby Environment or System" means a standby non-production environment or system which is NOT up and running. If the production system breaks down, or needs to be taken out of service, Licensee is required to switch on and start the Cold Standby System in order to take over for the production system.

"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.

"CPU" means a system that contains a single central processing unit with a single integrated circuit package with a single discrete processing core.

"Data center" means a computing facility for users, equipped with hardware, software, communications, security systems, etc...

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

"Design or Development and Test Environment or Systems" means a non-production environment or system to be used only for a) developing Licensee 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 DLF documents.

"End of Life (EOL)" means a product that is in the end of its product lifetime and will no longer be marketed, sold, promoted, or supported. The term lifetime after the last production date, for software is generally announced one year in advance of the actual end of life date.

"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.

"Foundation" means a single Instance of the core or primary components of a software application which enable its basic functionality, and without which the additional modules available for the application are unable to operate.

"Hot Backup or Hot Standby System" means a non-production system which is up and running, ready to take over from the production system if the production system breaks down or needs to be taken out of service.

"Instance" is defined as each implementation of the application installed on a server.

"Line of Business or LOB" means a set of computing applications (software and/or hardware) which services a business need or transaction, for running an enterprise. Examples of LOB are supply chain management, human resources, etc...

"MIP or MIPS" means MIP or MIPS rating (from IBM) of million instructions per second.

"Named Users or Nmd User" means a specific individual authorized by Licensee to access the Software regardless of whether they are actively using the Software.

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“Workstation” means a desktop system (for Microsoft platforms this is typically running 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).

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Dialogue / AFP

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The Dialogue Anywhere Software may be installed only at the Designated Server Location. Licensee's employees and contractors may access and use the Dialogue Anywhere Software via the internet, provided that such use is only permitted by such persons while located in the same country as the Designated Server Location. Licensee may permit use of Dialogue Anywhere Software designers by personnel from third-party companies provided that such use shall be limited to building marketing messages and other content specifically for applications that directly benefit the third-party.

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- 1 HP Publication Support

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Includes a license to use the following quantities of the following:

- 1 HP Reg Support
- 1 HP Enterprise Design Workflow

HP Dialogue Campaign Management (CM) Suite

Includes a license to use the following quantities of the following:

- 1 HP Campaign Management
- 1 HP Advanced Campaign Management

HP Dialogue Advanced Data Suite

Includes a license to use the following quantities of the following:

- 1 HP Dynamic Content Import
- 1 HP Print Miner
- 1 HP ODBC Data Access
- 1 HP R-Time (Real Time)
- 1 HP PDF Import as Image
- 1 HP XML Input
- 1 HP Dynamic Data Access

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1 HP High Volume Delivery
1 HP Application Console

HP Dialogue PSuite

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1 HP PCL
1 HP IJPDS
1 HP VIPP
1 HP VPS
1 HP 3211
1 HP PPML

HP Dialogue ESuite

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1 HP RTF
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1 HP HTML
1 HP VDX
1 HP XML
1 HP XML Compose
1 HP TIFF

HP AFP Studio

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1 HP AFP TIFF
1 HP AFP PCL
1 HP AFP POST
1 HP AFP Index

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