

1. Definitions

- a) **"Affiliate"** means any entity controlled by, controlling, or under common control with a party to the EULA. Control exists through ownership, directly or indirectly, of a majority of the outstanding equity capital and of the voting interests of the subject entity. If an entity ceases to meet these criteria, it will cease to be an Affiliate under the EULA.
- b) **"Client"** means any personal computer, workstation, laptop computer, desktop computer, netbook computer, tablet computer, smart phone, mobile communication device, point-of-sale device (such as a cash register), computer used as a scanning station, or other similar computer or device on which the Software is loaded, executed, or displayed.
- c) **"CPU"** means a single central processing unit (a single processing core).
- d) **"Documentation"** means user guides, operating manuals, and release notes in effect as of the date of delivery of the applicable Software, made generally available by UB.
- e) **"EULA" or "End User License Agreement"** means a written agreement governing the use of Software.
- f) **"License Documents"** means the EULA including any addenda, this License Model Schedule, all Transaction Documents (including pricing information), Documentation, the document entitled Third Party Notifications available at www.useblocks.com/agreements and any other documents provided by UB setting out permitted uses of the Software.
- g) **"Licensee"** means the party to the EULA who is the licensee of the Software Licenses.
- h) **"License Model"** means the description of the conditions, limitations, and restrictions associated with the Software License which govern the use of the Software;
- i) **"UB"** means the useblocks entity that is the licensor under the EULA unless the relevant Transaction Document is with a different useblocks entity, in which case the useblocks entity for the Transaction Document shall take precedence.
- j) **"Program"** means a packaged collection of instructions written in any computer programming language that instruct a computer how to process data based on information inputs.
- k) **"Program Instance"** means a single copy of the Software which has been installed onto a single Server. Multiple Program Instances of the Software shall mean that the Software has been installed onto multiple Servers or installed on one Server multiple times.
- l) **"Server"** means a single: a) physical network server computer loaded with a single instance of an operating system. If the Licensee has two or more instances of an operating system loaded on a single physical network server computer, the number of network server computers shall be deemed to be equal to the number of total operating system instances loaded on the physical server, or b) a virtual server which is a software implementation of a single network server computer that executes Software in a manner identical to a physical network server computer, comprised of one copy of an operating system along with one or more software processes running in an isolated partition within the network server computer. In no event shall a single Server have more than 32 CPUs.
- m) **"Software"** includes software products, Documentation, and Support Software licensed to Licensee under the EULA, including all copies made by Licensee and may, where the usage so implies, refer to all of the Software or portions thereof.
- n) **"Software License"** means a license for the Software granted under a EULA to Licensee.
- o) **"Support Software"** means all maintenance and support software, updates, upgrades, patches, fixes, modifications, ported versions, or new versions of the Software provided to Licensee pursuant to an UB maintenance and support program, together with all related Documentation provided to Licensee pursuant to such program
- p) **"Transaction"** means a single instance of any documents, writings or records created, adapted or processed by the Software and shall include, any reports, facsimiles, text messages, data sheets, files, indexes, financial statements, invoices, credit notes, statements of account, tickets, expense records, payroll records, orders, delivery notes, income tax returns, receipts, deposit slips, banking records, or time slips, the data for which is input to, output from, created, processed, or manipulated in some way by, the Software.
- q) **"Transaction Document"** includes: a) a written order schedule signed by both parties or referenced in a purchase order which references the EULA, b) a quotation issued by UB and signed by the Licensee or referenced in a purchase order, c) an invoice issued by UB, or d) any other document that references the EULA and is agreed to by UB in writing. If and to the extent of any inconsistency between two or more Transaction Documents, the priority of the Transaction Documents will be interpreted in the order listed above. All Transaction Documents are governed by the EULA.

2. License Types

All license types below are non-perpetual subscription licenses valid along the term specified in “Transaction Document, e.g. quote or contract amendments. Support Services and Support Software as specified in useblocks EULA are provided within the corresponding term of the Subscription.

a. **Named User License (NU)**

- i. **Named User Developer License (NUD).** A “Named User Developer License” is required for each unique named user accessing UB Software on any developer machines. A named user is identified through a unique identifier like employee ID, login credentials etc.
- ii. **Named User Server License (NUS).** The “Named User Server License” works with unique named user accounts registered at UB software running on on premise customer server. Access to Server Software is done via web-client interfaces. Users are identified and centrally managed through customer’s active user directories.

b. **System User License (SU)**

- i. **System User CLCI License (SUC).** The SUC is granting access to data repository of all users and allows to perform computations and data manipulation of any form by authorized system users, technical users or administrator users via standardized command line API’s or REST/Swagger API’s officially published and supported by UB’s Software. SUC license is granted for corporate wide usage for UB Software. Number of instances or access is only limited by defined API’s supported by UB’s Software products.

Standard Terms of “Named User Subscription License“ category (NU):

- (i) Subscription licenses for NU’s are only granted for the period of the Subscription Term as identified in each Transaction Document.
- (ii) Licensee must purchase and allocate an individual Software License for each individual human being who is authorized to access or use the Software (regardless of whether the individual accesses or uses the Software).
- (iii) Licensee may only allocate Software Licenses to employees or contractors of the Licensee or its Affiliates, and employees or contractors of the Licensee’s customers and business partners.
- (iv) Software Licenses cannot be shared, re-allocated, or exchanged between individuals, except that Software Licenses may be re-allocated to another individual if the original individual is no longer employed by Licensee or has been permanently assigned to a new role that does not require access to the Software. To re-allocate such License to another individual, the original individual’s user account must first be deleted from the system. Until the user’s account has been deleted from the system, a user license is required even if the user is no longer an employee or contractor of Licensee.
- (v) When Licensee allocates a Software License to an individual, Licensee must also assign unique login credentials to the individual for the purpose of allowing the individual to access the Software. Licensee must purchase an additional Software License for A) each additional login and password combination assigned to an individual and for B) each additional implementation of the Software connecting to a single, unique, logical database for which the individual has been granted access (with the same or different login and password combinations).

Standard Terms of “System User License“ category (SU)

- (i) Subscription licenses for SU’s are only granted for the period of the Subscription Term as identified in each Transaction Document.
- (ii) Access to a SU license is given to a defined technical, administrator or system user.
- (iii) Management and administration of SU licenses is obligation of LICENSEE.
- (iv) UB SU licenses are specifying access capacity and computational options according to system and software performance and scalability recommendation.
- (v) Multiple SU licenses are an option to scale data processing and system management capabilities.