



RESELLER TERMS

QAD is authorized under various reseller agreements to resell certain third party software products. As a condition for being allowed to resell such software, QAD must impose certain terms on the end-user of such third party software. This document comprises an overview of the end-user terms applicable to the various reseller products. The document forms an integral part of the License and Maintenance Agreement. QAD may update the document when required.

FOR PRODUCTS FROM COGNOS CORPORATION (including ReportNet)

The following definitions/restrictions apply for products from Cognos Corporation.

- (i) "Intranet" means use of Software by a licensed end user using an internal net not accessible to the general public.
- (ii) "Anonymous Users" means that OEM customer can allow users authorized by an OEM customer to access the BI Consumer Software licensed by OEM customer and deployed solely through the corresponding Licensed Server licensed to such OEM customer in conjunction with the OEM Product, as needed, without regard to the number of such users.
- (iii) "Named User" means an individual who is authorised by OEM customer to use the specified Software, deployed through a corresponding Related Server, whether or not that individual is logged on to that Software.
- (iv) "Licensed Server" means that OEM customer shall have the right to deploy the corresponding BI Consumer Software on a single Windows machine with up to two (2) microprocessors with no more than two cores per microprocessor, such as an Intel Pentium family, solely to allow OEM to deploy and support the applicable Anonymous Users licensed pursuant to the order agreement between OEM and such OEM customer in a production environment.
- (v) "Related Server" means a reasonable number of copies of the corresponding network server Software required solely to allow OEM customer to deploy and support the applicable Named Users, as applicable, licensed pursuant to each order agreement with OEM.
- (vi) "Embedded BI Reporting Bundle" means OEM customer shall have the right to deploy (i) Anonymous Users of BI Consumer and (ii) one Named User of BI Administrator.
- (vii) "BI Web Bundle" means that each Named User may access the following Software: BI Business Author and Analysis User, deployed by OEM customer through a Related Server.
- (viii) "BI Business Bundle" means that that each licensed Named User may access the following Software: BI Business Author, Analysis User and Metric User, deployed by OEM customer through a separately licensed Related Server.
- (ix) "Analysis User" license means OEM customer may permit the specified number of Named Users to: (i) access through Cognos Connection Portal to select and view only reports created by Analysis Studio module ("Analysis Reports") and set personal preferences (for languages, time zones etc.); (ii) run and schedule Analysis Reports, interact with prompts, output the Analysis Reports to other formats such as PDF and CSV, subscribe to a scheduled Analysis Report, create and manage Analysis Report folders and portal pages and personalize standard Analysis Reports; (iii) use the Analysis Studio module and functionality; and OEM customer will configure the Software to ensure that those users are restricted from using any other Software functionality.
- (x) "Metric User" license means OEM customer may permit the specified number of Named Users to:
 - (i) access through Cognos Connection Portal to select and view only reports based on Metric

- packages (“Metric Reports”) and set personal preferences (for languages, time zones etc.); (ii) run and schedule Metric Reports, interact with prompts, output the Metric Reports to other formats such as PDF and CSV, subscribe to a scheduled Metric Report, create and manage Metric Report folders and portal pages, personalize standard Metric Reports; (iii) use the Metric Studio and Metric Designer modules and functionality; and OEM customer will configure the Software to ensure that those users are restricted from using any other Software functionality.
- (xi) “BI PowerPlay Administrator” license means OEM customer may permit the specified number of Named Users to: (i) access through Cognos Connection Portal to select reports, view reports and set personal preferences (for languages, time zones etc.); (ii) run and schedule reports created by a licensed Cognos BI Studio module, interact with prompts, output the reports to other formats such as PDF and CSV, subscribe to a scheduled report, create and manage report folders and portal pages, personalize standard reports, and receive Event Studio notifications; (iii) use the Analysis Studio module and functionality; (iv) administer the Cognos BI Software environment in relation to server, security and report scheduling administration and the ability to model metadata via Framework Manager; and (v) use the OLAP Builder and OLAP Modeler modules and functionality; and OEM customer will configure the Software to ensure that those users are restricted from using any other Software functionality.
- (xii) “BI ReportNet Administrator” license means OEM customer may permit the specified number of Named Users to: (i) access through Cognos Connection Portal to select reports, view reports and set personal preferences (for languages, time zones etc.); (ii) run and schedule reports created by a licensed Cognos BI Studio module, interact with prompts, output the reports to other formats such as PDF and CSV, subscribe to a scheduled report, create and manage report folders and portal pages, personalize standard reports, and receive Event Studio notifications; (iii) use the Query Studio and Report Studio modules and functionality; (iv) administer the Cognos BI Software environment in relation to server, security and report scheduling administration and the ability to model metadata via Framework Manager; and (v) use the Map Manager module and functionality; and OEM customer will configure the Software to ensure that those users are restricted from using any other Software functionality.
- (xiii) “BI Recipient” license means OEM customer may permit the specified number of Named Users to: access through Cognos Connection Portal solely to select reports, view reports and set personal preferences (for languages, time zones etc.) and OEM customer will configure the Software to ensure that those users are restricted from using any other Software functionality.
- (xiv) “BI Consumer” license means OEM customer may permit the specified number of Named Users or Anonymous Users, as the case may be, to: (i) access through Cognos Connection Portal to select reports, view reports and set personal preferences (for languages, time zones etc.); and (ii) run and schedule reports created by a licensed Cognos BI Studio module, interact with prompts, output the reports to other formats such as PDF and CSV, subscribe to a scheduled report, create and manage report folders and portal pages, personalize standard reports, and receive Event Studio notifications; and OEM customer will configure the Software to ensure that those users are restricted from using any other Software functionality.
- (xv) “BI Business Author” license means OEM customer may permit the specified number of Named Users to: (i) access through Cognos Connection Portal to select reports, view reports and set personal preferences (for languages, time zones etc.); (ii) run and schedule reports created by a licensed Cognos BI Studio module, interact with prompts, output the reports to other formats such as PDF and CSV, subscribe to a scheduled report, create and manage report folders and portal pages, personalize standard reports, and receive Event Studio notifications; and (iii) use the Query Studio module and functionality; and OEM customer will configure the Software to ensure that those users are restricted from using any other Software functionality.
- (xvi) “BI Professional Author” license means OEM customer may permit the specified number of Named Users to: (i) access through Cognos Connection Portal to select reports, view reports and set personal preferences (for languages, time zones etc.); (ii) run and schedule reports created by a licensed Cognos BI Studio module, interact with prompts, output the reports to other formats such as PDF and CSV, subscribe to a scheduled report, create and manage report folders and portal pages, personalize standard reports, and receive Event Studio notifications; and (iii) use the Query

- Studio and Report Studio modules and functionality; and OEM customer will configure the Software to ensure that those users are restricted from using any other Software functionality.
- (xvii) “BI Business Analyst” license means OEM customer may permit the specified number of Named Users to: (i) access through Cognos Connection Portal to select reports, view reports and set personal preferences (for languages, time zones etc.); (ii) run and schedule reports created by a licensed Cognos BI Studio module, interact with prompts, output the reports to other formats such as PDF and CSV, subscribe to a scheduled report, create and manage report folders and portal pages, personalize standard reports, and receive Event Studio notifications; and (iii) use the Analysis Studio module and functionality; and OEM customer will configure the Software to ensure that those users are restricted from using any other Software functionality.
 - (xviii) “BI Business Manager” license means OEM customer may permit the specified number of Named Users to: (i) access through Cognos Connection Portal to select reports, view reports and set personal preferences (for languages, time zones etc.); (ii) run and schedule reports created by a licensed Cognos BI Studio module, interact with prompts, output the reports to other formats such as PDF and CSV, subscribe to a scheduled report, create and manage report folders and portal pages, personalize standard reports, and receive Event Studio notifications; and (iii) use the Metric Studio and Metric Designer modules and functionality; and OEM customer will configure the Software to ensure that those users are restricted from using any other Software functionality.
 - (xix) “BI Professional” license means OEM customer may permit the specified number of Named Users to: (i) access through Cognos Connection Portal to select reports, view reports and set personal preferences (for languages, time zones etc.); (ii) run and schedule reports created by a licensed Cognos BI Studio module, interact with prompts, output the reports to other formats such as PDF and CSV, subscribe to a scheduled report, create and manage report folders and portal pages, personalize standard reports, and receive Event Studio notifications; and (iii) use the Query Studio, Report Studio, Analysis Studio, Metric Studio, Metric Designer and Event Studio modules and functionality; and OEM customer will configure the Software to ensure that those users are restricted from using any other Software functionality.
 - (xx) “BI Administrator” license means OEM customer may permit the specified number of Named Users to: (i) access through Cognos Connection Portal to select reports, view reports and set personal preferences (for languages, time zones etc.); (ii) run and schedule reports created by a licensed Cognos BI Studio module, interact with prompts, output the reports to other formats such as PDF and CSV, subscribe to a scheduled report, create and manage report folders and portal pages, personalize standard reports, and receive Event Studio notifications; (iii) use the Query Studio, Report Studio, Analysis Studio, Metric Studio, Metric Designer and Event Studio modules and functionality; (iv) administer the Cognos BI Software environment in relation to server, security and report scheduling administration and the ability to model metadata via Framework Manager; and (v) use the OLAP Builder, OLAP Modeler, and Map Manager modules and functionality; and OEM customer will configure the Software to ensure that those users are restricted from using any other Software functionality.
 - (xxi) “BI SDK User” license means OEM or OEM customer may permit the specified number of Named Users to access the API via SDK to perform customization to meet unique requirements provided that any such Named User is also a licensed Named User of any of the following Software: BI Administrator, BI Professional or BI Professional Author.
 - (xxii) “Web Bundle” means that each Named User may access the following Software: ReportNet Business Author and PowerPlay Web, deployed by Licensee through a Related Server.
 - (xxiii) “Cognos Business Manager” means that that each licensed Named User may access the following Software: ReportNet Business Author, PowerPlay Web and Cognos Metrics Manager, deployed by OEM customer through a separately licensed Related Server.
 - (xxiv) “ReportNet Recipient” license requires OEM customer to restrict Named Users access to the Software through Cognos Connection or via e-mail solely to view reports and set personal preferences for languages, time zones etc., and OEM customer will configure the ReportNet software delivered pursuant to this Order Agreement in a manner consistent with the foregoing limitations to ensure that OEM customer and any such Named Users are restricted from using any other functionality of the ReportNet software.

- (xxv) “ReportNet Consumer” license requires OEM customer to restrict Named Users to the right to: view reports, set personal preferences, run and schedule reports, interact with prompts, output reports to other formats such as pdf and csv, subscribe to a scheduled report, create and manage report folders, and personalize standard reports, and OEM customer will configure the ReportNet software delivered pursuant each order in a manner consistent with the foregoing limitations to ensure that OEM customer and any such Named Users are restricted from using any other functionality of the ReportNet software.
- (xxvi) “ReportNet Business Author” license requires OEM customer to restrict Named Users to the right to: view reports and set personal preferences, run and schedule reports, interact with prompts, output reports to other formats such as pdf and csv, subscribe to a scheduled report, create and manage report folders, personalize standard reports, and use the Query Studio module and functionality, and OEM customer will configure the ReportNet software delivered pursuant to the order in a manner consistent with the foregoing limitations to ensure that OEM customer and any such Named Users are restricted from using any other functionality of the ReportNet software.
- (xxvii) “ReportNet Professional Author” license requires OEM customer to restrict Named Users to the right to: view reports, set personal preferences, run and schedule reports, interact with prompts, output reports to other formats such as pdf and csv, subscribe to a scheduled report, create and manage report folders, personalize standard reports, and use the Query Studio and Report Studio modules and functionality, and OEM customer will configure the ReportNet software delivered pursuant to the order in a manner consistent with the foregoing limitations to ensure that OEM customer and any such Named Users are restricted from using any other functionality of the ReportNet software.
- (xxviii) “ReportNet Administrator” license requires OEM customer to restrict Named Users to the right to: view reports, set personal preferences, run and schedule reports, interact with prompts, output reports to other formats such as pdf and csv, subscribe to a scheduled report, create and manage report folders, personalize standard reports, use the Query Studio and Report Studio modules and functionality, administer the ReportNet environment in order to provide server administration and security and report scheduling administration, and model metadata via Framework Manager, and OEM customer will configure the ReportNet software delivered pursuant to the order in a manner consistent with the foregoing limitations to ensure that OEM customer and any such Named Users are restricted from using any other functionality of the ReportNet software.
- (xxix) “ReportNet Developer” license requires OEM customer to restrict Named Users to the right to: view reports, set personal preferences, run and schedule reports, interact with prompts, output reports to other formats such as pdf and csv, subscribe to a scheduled report, create and manage report folders, personalize standard reports, use the Query Studio and Report Studio modules and functionality, administer the ReportNet environment in order to provide server administration and security and report scheduling administration, model metadata via Framework Manager, and access the ReportNet API via SDK to perform customization to meet unique requirements, and OEM customer will configure the ReportNet software delivered pursuant to the order agreement from OEM in a manner consistent with the foregoing limitations to ensure that OEM customer and any such Named Users are restricted from using any other functionality of the ReportNet software.

FOR PRODUCTS THAT CONTAIN TECHNOLOGY OF DATADIRECT

DataDirect has licensed, and has rights to sub-license certain third party software that is part of the ODBC SDK components and which is usable for certain non-Windows platforms – Mac OS, OS/2, HP-UX, AIX, Linux, Solaris, and other non-Windows operating systems. This section sets forth the conditions that govern Licensee’s permitted use of the various non-windows SDK components: Licensee is not licensed to use the ODBC Core Components (hereinafter defined) other than with DataDirect Connect for ODBC drivers and DataDirect SequeLink for ODBC drivers. Use of the ODBC Core Components with any ODBC drivers other than those licensed from DataDirect is expressly prohibited. User may not embed in any products, or otherwise sub-license the ODBC Core Components, without a separate license agreement. For the purposes hereof, the term “ODBC Core Components” shall mean the ODBC Driver Manager and support files for non-Windows operating systems. A separate license must be obtained from DataDirect if

Licensee wants to embed and sub-license the ODBC Header Files (hereinafter defined) with any software product. For the purposes hereof, the term "ODBC Header Files" shall mean the text files for compilation and development of software.

FOR PRODUCTS THAT CONTAIN TECHNOLOGY OF HEWLETT PACKARD

The Hewlett Packard software ("Software") made available for downloading is the property of HP (or its suppliers). The Software and all accompanying documentation are copyrighted. Licensee shall not modify, decompile, disassemble, extract, or otherwise reverse engineer any Software. Licensee shall not make any copy of the Software or its accompanying documentation, except for copying incident to the ordinary and intended use of the Software and except for the making of a single archival copy. The Software made available here constitutes the proprietary information of HP (or its suppliers). Licensee agrees to take reasonable steps to prevent disclosure, unauthorized use or unauthorized distribution of the Software. THE SOFTWARE IS PROVIDED "AS IS", WITHOUT WARRANTY OF ANY KIND. ALL EXPRESS OR IMPLIED CONDITIONS, REPRESENTATIONS AND WARRANTIES, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR PARTICULAR PURPOSE, OR NON-INFRINGEMENT, ARE HEREBY EXCLUDED TO THE EXTENT PERMITTED BY APPLICABLE LAW. IN NO EVENT WILL HP BE LIABLE FOR ANY LOST REVENUE OR PROFIT, OR FOR SPECIAL INDIRECT, CONSEQUENTIAL, INCIDENTAL OR PUNITIVE DAMAGES, HOWEVER CAUSED AND REGARDLESS OF THE THEORY OF LIABILITY, WITH RESPECT TO ANY SOFTWARE MADE AVAILABLE HERE OR TO THE USE OF SUCH SOFTWARE. HP MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, THAT THE CODE AND DOCUMENTATION OR ANY INFORMATION RELATING THERETO OR CONTAINED THEREIN WILL NOT INFRINGE ANY PATENT, COPYRIGHT, TRADE SECRETS OR TRADEMARK OF ANY THIRD PERSON OR PARTY.

FOR PRODUCTS THAT CONTAIN JAVA™ TECHNOLOGY

Java Platform Interface. Licensee may not modify the Java™ Platform Interface ("JPI", identified as classes contained within the "java" package or any subpackages of the "java" package), by creating additional classes within the JPI or otherwise causing the addition to or modification of the classes in the JPI. In the event that Licensee creates any Java-related API and distributes such API to others for applet or application development, Licensee must promptly publish an accurate specification for such API for free use by all developers of Java-based software. In the event that Licensee creates an additional class and associated API(s) which (i) extends the functionality of the Java Platform, and (ii) is exposed to third party software developers for the purpose of developing additional software which invokes such additional API, Licensee must promptly publish broadly an accurate specification for such API for free use by all developers. Licensee may not create, or authorize Licensee's licenses to create, additional classes, interfaces, or subpackages that are in any way identified as "java", "javax", "sun" or similar convention as specified by Sun in any naming convention designation.

Java software technology is not designed or intended for use in on-line control of aircraft, air traffic, aircraft navigation or aircraft communications; or in the design, construction, operation or maintenance of any nuclear facility. Licensee will not use or, if applicable, redistribute the Java software technology for such purposes. QAD, PROGRESS SOFTWARE CORPORATION ("PSC") AND ITS LICENSORS EXPRESSLY DISCLAIM ANY LIABILITIES, REPRESENTATIONS OR WARRANTIES (EITHER EXPRESS OR IMPLIED) FOR SUCH USE.

FOR PRODUCTS THAT CONTAIN TECHNOLOGY OF RSA SECURITY, INC.

Licensee agrees not to remove, alter or destroy any proprietary, trademark or copyright notices placed upon or contained within the RSA software, user manuals or any related materials or documentation. Licensee acquires no rights of any kind in or to any RSA trademark, trade name, logo or product designation under which the RSA software was or is marketed and shall not make any use of the same for any reason.

FOR PRODUCTS THAT CONTAIN TECHNOLOGY OF SONIC SOFTWARE CORPORATION

The Product contains the SonicMQ Client and Sonic ESB Containers from Sonic Software Corporation. The SonicMQ Client and Sonic ESB Containers may only be used in conjunction with the Software.

All Sonic access to or from any application other than an application that is provided as part of the Software provided by QAD must go through QXtend. Without limiting the foregoing, for clarity, Sonic may not be used to provide access between two or more applications not provided by QAD, including a prohibition against the use of QXtend as a pass-through to facilitate integration between two or more applications not provided by QAD.

[FOR PRODUCTS FROM STERLING COMMERCE \(AMERICA\), Inc.](#)

The products from Sterling Commerce (America), Inc. may only be used in combination with the Software provided by QAD.

Maintenance of Sterling Products. QAD is not obligated to provide assistance with respect to the assembly, set-up, installation and configuration of any hardware and operating system components, and any databases, communication and network subsystems that are not licensed to Licensee by QAD hereunder. Further, QAD is not obligated to provide any consultation, error correction and research with respect to Licensee's documents, including, but not limited to, inbound, and/or outbound maps, communication scripts that are not delivered as part of the Sterling products, knowledge transfer with respect to general concepts of electronic commerce and/or electronic data interchange, or the provision of other information that is otherwise available from QAD or Sterling through the applicable Software Product Description or through generally available education and fee based services. Further, Maintenance is only provided for the then current version of the Sterling products.

Excluded Use. You acknowledge that the Sterling products are not designed or intended for use in high-risk activities including, without limiting the generality of the foregoing, on-line control of aircraft, air traffic, aircraft navigation or aircraft communications; or in the design, construction, operation or maintenance of any nuclear facility. QAD and Sterling and any third party vendors expressly disclaim any express or implied warranty of fitness for such purposes.

The following restrictions apply to the particular product licensed:

1. The following additional terms and conditions shall apply to the Gentran:Server (Bronze) Software:

Notwithstanding anything to the contrary in this Agreement, it is agreed that the server portion of the Gentran:Server (Bronze) Software shall be utilized on a single server, having no more than two (2) processors, located at the Location as specified herein, for server processing. The remaining portions of the Gentran:Server (Bronze) Software, the client portions, shall be utilized on up to five (5) Intel based machines, located at the Location and/or at additional designated Licensee locations identified herein.

2. The following additional terms and conditions shall apply to the Gentran:Server (Silver) Software:

Notwithstanding anything to the contrary in this Agreement, it is agreed that the server portion of the Gentran:Server (Silver) Software shall be utilized on the hardware and at the Location as specified herein, for server processing. The remaining portions of the Gentran:Server (Silver) Software, the client portions, shall be utilized on up to five (5) Intel based machines, located at the Location and/or at additional designated Licensee locations identified herein.

3. The following additional terms and conditions shall apply to the Gentran:Server Process Control (Bronze), which includes two (2) clients and no Lifecycle Database Software:

Notwithstanding anything to the contrary in this Agreement, it is agreed that the server portion of the Gentran:Server Process Control (Bronze) Software shall be utilized on the hardware and at the Location as specified herein, for server processing. The remaining portions of the Gentran:Server Process Control

(Bronze) Software, the client portions, shall be utilized on up to two (2) Intel based machines, located at the Location and/or at additional designated Licensee locations identified herein.

4. The following additional terms and conditions shall apply to the Gentran:Server Process Control (Silver), which includes five (5) clients and Lifecycle Database Software:

Notwithstanding anything to the contrary in this Agreement, it is agreed that the server portion of the Gentran:Server Process Control (Silver) Software shall be utilized on the hardware and at the Location as specified herein, for server processing. The remaining portions of the Gentran:Server Process Control (Silver) Software, the client portions, shall be utilized on up to five (5) Intel based machines, located at the Location and/or at additional designated Licensee locations identified herein.

5. The following additional terms and conditions shall apply to the GENTRAN:Server EC Workbench (Bronze), which includes two (2) clients and no Lifecycle Database Software:

Notwithstanding anything to the contrary in this Agreement, it is agreed that the server portion of the Gentran:Server EC Workbench (Bronze) Software shall be utilized on the hardware and at the Location as specified herein, for server processing. The remaining portions of the Gentran:Server EC Workbench (Bronze) Software, the client portions, shall be utilized on up to two (2) Intel based machines, located at the Location and/or at additional designated Licensee locations identified herein.

6. The following additional terms and conditions shall apply to GENTRAN:Server EC Workbench (Silver) which includes five (5) clients and Lifecycle Database Software:

Notwithstanding anything to the contrary in this Agreement, it is agreed that the server portion of the Gentran:Server EC Workbench (Silver) Software shall be utilized on the hardware and at the Location as specified herein, for server processing. The remaining portions of the Gentran:Server EC Workbench (Silver) Software, the client portions, shall be utilized on up to five (5) Intel based machines, located at the Location and/or at additional designated Licensee locations identified herein.

7. The following additional terms and conditions shall apply to GENTRAN:Server with Advanced Data Distribution (Gold) which includes five (5) clients and Lifecycle Database Software:

Notwithstanding anything to the contrary in this Agreement, it is agreed that the server portion of the Gentran:Server with Advanced Data Distribution (Gold) Software shall be utilized on the hardware and at the Location as specified herein, for server processing. The remaining portions of the Gentran:Server with Advanced Data Distribution (Gold) Software, the client portions, shall be utilized on up to five (5) Intel based machines, located at the Location and/or at additional designated Licensee identified herein.

8. The following additional terms and conditions shall apply to the Gentran:Server Windows – Workstation Software:

Notwithstanding anything to the contrary in this Agreement, it is agreed that the Gentran:Server Windows - Workstation Software shall be utilized on a single Intel machine or Intel compatible machine with a single processor.

9. The following additional terms and conditions shall apply to the Gentran:Server Windows – Single Server Software (for the up to 2 processor option):

Notwithstanding anything to the contrary in this Agreement, it is agreed that the server portion of the Gentran:Server Windows - Single Server Software shall be utilized on a single Intel, or Intel compatible machine, in accordance with the applicable user documentation, having no more than two (2) processors, located at the Location and/or at additional designated Licensee locations identified herein, for server processing. The remaining portions of the Gentran:Server Windows - Single Server Software, the client portions, shall be utilized on up to five (5) Intel, or Intel compatible machines, in accordance with the

applicable user documentation, located at the Location and/or at additional designated Licensee locations identified herein.

10. The following additional terms and conditions shall apply to the Gentran:Server Windows – Single Server (for the up to 4 processor option):

Notwithstanding anything to the contrary in this Agreement, it is agreed that the server portion of the Gentran:Server Windows - Single Server Software shall be utilized on a single Intel, or Intel compatible machine, in accordance with the applicable user documentation, having no more than four (4) processors, located at the Location and/or at additional designated Licensee locations identified herein, for server processing. The remaining portions of the Gentran:Server Windows - Single Server Software, the client portions, shall be utilized on up to five (5) Intel, or Intel compatible machines, in accordance with the applicable user documentation, located at the Location and/or at additional designated Licensee locations identified herein.

11. The following additional terms and conditions shall apply to the Gentran:Server Windows – Distributed Server Software (for the up to 8 processor option):

Notwithstanding anything to the contrary in this Agreement, it is agreed that the server portion of the Gentran:Server Windows - Distributed Server Software shall be utilized on up to two (2) Intel, or Intel compatible machines, in accordance with the applicable user documentation, each machine having no more than eight (8) processors, located at the Location and/or at additional designated Licensee locations identified herein, for server processing. The remaining portions of the Gentran:Server Windows - Distributed Server Software, the client portions, shall be utilized on up to five (5) Intel, or Intel compatible machines, in accordance with the applicable user documentation, located at the Location and/or at additional designated Licensee locations identified herein.

12. The following additional terms and conditions shall apply to the Gentran:Server Windows – Distributed Server Software (for the up to 20 processor option):

Notwithstanding anything to the contrary in this Agreement, it is agreed that the server portion of the Gentran:Server Windows - Distributed Server Software shall be utilized on up to five (5) Intel, or Intel compatible machines, in accordance with the applicable user documentation, each machine having no more than twenty (20) processors, located at the Location and/or at additional designated Licensee locations identified herein for server processing. The remaining portions of the Gentran:Server Windows - Distributed Server Software, the client portions, shall be utilized on up to five (5) Intel, or Intel compatible machines, in accordance with the applicable user documentation, located at the Location and/or at additional designated Licensee locations identified herein.

13. The following additional terms and conditions shall apply to the Gentran:Server Windows – Distributed Server Software (for the unlimited processor option):

Notwithstanding anything to the contrary in this Agreement, it is agreed that the server portion of the Gentran:Server Windows - Distributed Server Software shall be utilized on up to ten (10) Intel, or Intel compatible machines, in accordance with the applicable user documentation, each machine having an unlimited number of processors, located at the Location and/or at additional designated Licensee locations identified herein, for server processing. The remaining portions of the Gentran:Server Windows - Distributed Server Software, the client portions, shall be utilized on up to ten (10) Intel, or Intel compatible machines, in accordance with the applicable user documentation, located at the Location and/or at additional designated Licensee locations identified herein.

14. The following additional terms and conditions shall apply to the Gentran:Server Windows (Runtime License) – Single Server (for the up to 2 processor option):

Notwithstanding anything to the contrary in this Agreement, it is agreed that the Gentran:Server Windows (Runtime License) Software licensed hereunder shall be utilized on a single Intel machine or Intel

compatible machine with up to two (2) processors. Further, it is agreed that Licensee shall not be permitted to utilize the mapper.exe or forms.exe functionality of the Gentran:Server Windows (Runtime License) Software. Runtime licenses cannot be used by clients in conjunction with the Gentran mapper client software.

15. The following additional terms and conditions shall apply to the Gentran:Server Windows (Runtime License) – Single Server (for the up to 4 processor option):

Notwithstanding anything to the contrary in this Agreement, it is agreed that the Gentran:Server Windows (Runtime License) Software licensed hereunder shall be utilized on a single Intel machine or Intel compatible machine with up to four (4) processors. Further, it is agreed that Licensee shall not be permitted to utilize the mapper.exe or forms.exe functionality of the Gentran:Server Windows (Runtime License) Software. Runtime licenses cannot be used by clients in conjunction with the Gentran mapper client software.

16. The following additional terms and conditions shall apply to all platforms of Gentran Integration Suite – Integration Broker Software (Note: The B2B services and all adapters for the production copy flow under this language too)

1. Notwithstanding anything to the contrary in this Agreement, it is agreed that the Software specified above shall be utilized on no more than the specific number of processors (CPU's), or the specific number of MIPS, or the specific Group Tier size as specifically stated in the Schedule, in accordance with the applicable user documentation, and on the hardware located at the Location and/or at additional designated Licensee locations identified herein. Additionally, it is agreed that the Gentran Integration Suite - Integration Broker portion of the Software shall include a deployment package consisting of up to five (5) process modeler seats and up to five (5) translation mapper seats which shall be utilized solely at the Location solely for configuration and set-up purposes.

2. It is further agreed that any use, duplication, or disclosure of the Software by or to the United States government or a government contractor or subcontractor, is provided with RESTRICTED RIGHTS under Title 48 CFR 2.101, 12.212, 52.227-19, 227.7201 through 227.7202-4, DFARS 252.227-7013(c)(1)(ii) and (2), and FAR 52.227-19(c)(2), as applicable.

17. The following additional terms and conditions shall apply to Gentran Integration Suite – RosettaNet, ebXML, Community Management, EDIINT (AS1, AS2), or Mailboxing Software. (Note: # of Trading Partners will be specified in the Schedule)

"Trading Partner" shall mean a unique end point connection, regardless of whether such connection is direct or indirect (internal or external), to a single computer/application.

18. The following additional terms and conditions shall apply to a Test Copy of any of the Software:

"Test Copy" shall mean that Licensee's use of each Test Copy of the Software noted herein is limited by such usage restrictions as may otherwise be stated herein, on no more than the specific number of processors (CPU's), or the specific number of MIPS, or the specific Group Tier size as specifically stated herein, in accordance with the applicable user documentation, and on the hardware located at the Location and/or at additional designated Licensee locations within identified herein, and may only be used in a non-production mode, such as to test new versions of the Software. Use of the Test Copy by Licensee for production purposes or transmission of live data is strictly prohibited.

19. The following additional terms and conditions shall apply to a Hot Standby Copy of any of the Software:

The "Hot Standby Copy" of the Software noted herein may be installed and used by Licensee for the sole purpose of (i) performing contingency tests to ensure the integrity of Licensee's ability to run production in

the event of an emergency, utilizing the Hot Standby Copy of the Software, and (ii) using the Hot Standby Copy of the Software in a production mode in the event of an emergency where Licensee is not able to use its licensed production copy of the Software. Licensee warrants that it shall only use the Hot Standby Copy of the Software as authorized herein, on no more than the specific number of processors (CPU's), or the specific number of MIPS, or the specific Group Tier size as specifically stated herein, in accordance with the applicable user documentation, and on the hardware located at the Location and/or at additional designated Licensee locations identified herein, and shall under no circumstances simultaneously use, in production mode, its licensed production copy of the Software and the Hot Standby Copy of the Software.