

# License Plan Descriptions for Unisys ClearPath Forward Solution Software Products

## **Section 1 - Applicability**

These license plan descriptions supplement Unisys license terms and conditions at <a href="www.unisys.com/ms/terms-and-conditions/">www.unisys.com/ms/terms-and-conditions/</a> or in an agreement between you and Unisys and apply to Unisys Software in the Unisys ClearPath Forward solution offering including the following Unisys products:

- Unisys ClearPath MCP and ClearPath OS 2200 operating environment Software;
- Unisys Software in the ClearPath Forward solution offering described in Unisys ClearPath Software Product catalogs that are licensed with the ClearPath operating environment Software; and
- The following Unisys cross-platform Software Products: Agile Business Suite, Business Information Server, Enterprise Output Manager, and Operations Sentinel.

## **Section 2 - Definitions**

The following definitions apply to the listed terms, as used in Unisys ClearPath Forward Software style descriptions or specifications:

"Named User" A Named User is a specific individual person or device authorized (licensed) to use the Software. Each copy of the Software licensed on a Named User Basis may be used only by the Named User. Each person or device (as applicable) that accesses the software requires a separate license. For additional information about how a specific product implements named user licensing, please refer to the Product's documentation.

"Concurrent User" A Concurrent User is an individual person or device that may use the software at any point in time. The number of Concurrent User licenses must equal the maximum number of users or devices (as applicable) who will be using the Software at one time. For additional information about how a specific product implements Concurrent User licensing, please refer to the Product's documentation.

"Processor Core" A Processor Core license allows the Software to be used on one processor core (physical or virtual). If partitioning or a hypervisor is used, one license is required for each processor core (physical or virtual) in the partition or virtual machine on which the product is used. Otherwise, one license is required for each physical processor core in the computer on which the product is used. For additional information about how a specific product implements Processor Core licensing, please refer to the Product's documentation.

## **Section 3 - License Transfer to another Machine**

All Unisys ClearPath Forward Solution Software **installed** on a ClearPath server or a ClearPath Forward server may be used only on the machine the Software is originally licensed for use on and may **not be transferred** to another machine unless your agreement with Unisys provides otherwise.

Unisys ClearPath Forward Solution Software licensed for use and installed on a server that is not a ClearPath server or ClearPath Forward server may be transferred to another machine, subject to any other license restrictions that apply. You must notify Unisys in advance if the geographic location at which the Software is installed will change. Unisys has no obligation to provide onsite warranty or maintenance support services for Software transferred to a different location. The Software is only qualified for use on (a) machine(s) meeting Unisys then current specifications. Installation on any machine or environment outside of Unisys published specifications will void any applicable warranties, infringement indemnities and eligibility for Support Services for the Software.

#### Section 4 – ClearPath Forward Solution Software Product-Specific Usage Restrictions

Software Products having descriptions that include "AB Suite" or "EAE" may be used to host only Agile Business Suite or Enterprise Application Environment applications.

Software Products having descriptions that include "BIS" may be used to host only Business Information Server (BIS) applications.

Software Products having descriptions that include "Developer Studio", "Dev Studio, "Software Developer's Kit" or "SDK" may be used only for application development, testing, and end user training activities.

Software Products having descriptions that include "Business Continuity", "BC", "Disaster Recovery" or "DR" may be used to host a workload temporarily only when the production version of the Software licensed to host the workload is not available. These Software Products may also be used for business continuity or disaster recovery testing subject to the number of hours or days of testing as permitted by the license key or specified in the order accepted by Unisys. These Software Products may NOT be used to make backup copies of data.

Software Products identified as "Evaluation Only", "Evaluation" or "Eval" are provided on an AS IS WITH ALL FAULTS basis for the fixed non-renewing term specified in the order accepted by Unisys (or if no term is specified, 90 days from shipment or download). These licenses may include, at Unisys discretion, Unisys standard Level 1 Software Support Services as described at http://www.unisys.com/ms/terms-and-conditions/global-support-services-plans (minus Electronic Support Services) during the term. If requested by Unisys, Client will provide feedback to Unisys about its experience installing and using the Software in its environment and will act as a reference account, at Unisys discretion for other potential Unisys clients or future clients. Any technical or business information relating to the Software, including its release, pricing, features, functionalities, performance, testing, error reports, and diagnostics and any feedback supplied by Client (whether or not marked as Confidential Information) regarding the Software is Unisys Confidential Information.

## Section 5 – ClearPath MCP Developer Studio Standard Edition

Each license to the Software permits installation of either one or two copies of the Software as indicated in the Software style description and permitted by software license keys included in an order accepted by Unisys.

## Section 6 - ClearPath MCP Developer Studio Enterprise Edition

Each license to the Software permits installation of multiple copies of the Software as permitted by software license keys included in an order accepted by Unisys.

#### Section 7 – AB Suite Public Model File Format Feature

The AB Suite Public Model File Format Feature may be used for the sole purpose of extracting, analyzing, changing and importing data stored in the AB Suite repository as permitted by software license key(s) for this feature included in an order accepted by Unisys. Use of AB Suite Public Model File Format Feature for the purpose of rebuilding any end user application (or any portion thereof) on a software platform other than AB Suite is strictly prohibited. Each license to use AB Suite Public Model File Format Feature will automatically terminate at the earlier of (i) the expiration of the then-current license key term or (2) when your license for use of AB Suite terminates under your agreement with Unisys. Unless otherwise specified in an order for the license key for this feature accepted by Unisys, the initial license key term will be 12 months from the date Unisys ships you the license key or makes the license key available to you for your download or use.

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