

# End User License Agreement (EULA) for Permuta Applications

DefenseReady / FederalReady License Types	Qty
Operating System Environment Licenses	[Enter Qty]
User Client Access Licenses	[Enter Qty]
IaaS Cloud Instances	[Enter Qty]

**Software Subscription License Expiration Date:** [Enter Software Maintenance Expiration Date Here]

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## 1. OVERVIEW.

- a. Software. The Software may include
  - i. Server software for On-Premise applications and Infrastructure as a Service (“IaaS” or “Cloud”) hosting on a customer approved environment.
  - i. additional software that may only be used with the server software directly, or indirectly through other additional software.
- b. License Model. The Software is licensed based on
  - i. The number of operating system environments that you run; and
  - ii. the number of instances of server software that you run; and
  - iii. the number of users that access instances of server software.
- c. License Terms for Use with Virtual Server and Other Similar Technologies.
  - i. Instance. You create an “instance” of Software by executing the Software’s setup or install procedure. You also create an instance of Software by duplicating an existing instance. References to Software in this agreement include “instances” of the Software.
  - ii. Run an Instance. You “run an instance” of Software by loading it into memory and executing one or more of its instructions. Once running, an instance is considered to be running (whether or not its instructions continue to execute) until it is removed from memory.
  - iii. Operating System Environment. An “operating system environment” is all or part of an operating system instance, or all or part of a virtual (or otherwise emulated) operating system instance which enables separate machine identity (primary computer name or similar unique identifier) or separate administrative rights, and instances of applications, if any, configured to run on the operating system instance or parts identified above.

There are two types of operating system environments, physical and virtual. A physical operating system environment is configured to run directly on a physical hardware system On-Premise or in the Cloud. A virtual operating system environment is configured to run on a virtual (or otherwise emulated) hardware system On-Premise or in the Cloud. A physical hardware system can have either or both of the following:

    - one physical operating system environment
    - one or more virtual operating system environments
  - iv. Server. A server is a physical hardware system capable of running server Software. A hardware partition or blade is considered to be a separate physical hardware system. For the purposes of these terms, a server may be owned and managed by you (“your server”), or be fully physically dedicated to you under the day to day management and control of a third party entity (e.g. Outsourcing Company).
  - v. Assigning a License. To assign a license means simply to designate that license to one server or user.

## 2. USE RIGHTS.

- a. Assigning the License to the Server.
  - i. Before you run any instance of the server software under a Software license, you must assign that license to one of your servers. That server is the licensed server for that particular license. You may assign other Software licenses to the same server, but you may not assign the same license to more than one server.
  - ii. You may reassign a Software license, but not within 90 days of the last assignment. You may reassign a Software license sooner if you retire the licensed server due to permanent hardware failure or replacement. If you reassign a license, the server to which you reassign the license becomes the new licensed server for that license.
- b. Running Instances of the Server Software. You may run, one instance of the server software in one physical or virtual operating system environment on the licensed server.
- c. Creating and Storing Instances on Your Servers or Storage Media. You have the additional rights below for each Software license you acquire.
  - i. You may create any number of instances of the server software, only after the Base Pack Operating System license has been licensed.

- ii. You may store instances of the server software and on any of your servers or storage media.
- iii. You may create and store instances of the server software solely to exercise your right to run instances of the server software under any of your Software licenses as described (e.g., you may not distribute instances to third parties).
- iv. Assigning a License. To assign a license means simply to designate that license to one server or user.

### 3. ADDITIONAL LICENSING REQUIREMENTS AND/OR USE RIGHTS.

- a. Operating System Environment Base Pack Subscription Software and Support Credits.
- b. Client Access Licenses (CALs).
  - i. You must acquire and assign the appropriate CAL to each device or user that accesses your instances of the server software directly or indirectly. A hardware partition or blade is considered to be a separate device.
    - You do not need CALs for any of your servers licensed to run instances of the server software.
  - ii. Categories of User CALs. There are several categories of CALs: the Heavy User CAL, the Light User CAL and the Blended User CALs apply to the main applications that are purchased separately, but are also included in the DefenseReady or FederalReady Suite. Some applications are sold separately that require their own user CALs.
  - iii. The Heavy User CAL allows users full access to components of the Suite, or the full Suite at all levels (Administrative to End User/Light User). This does not include CALs to the Learning Management System (“LMS”), Airborne, Financial Management, Workstation, and Survey Management which have their own CALs. Heavy User licenses provide users full read and full write capabilities to all the licensed solution functionality through all modes of access.
    - This does not include CALs to LMS, Airborne, Financial Management, Workstation, and Survey Management which have their own CALs.
  - iv. The Light User CAL allows users limited access to components of the Suite. Light User licenses provide users read, but limited write, capabilities to all of the licensed solution functionality through any and all modes of access. The Light User license is designed to give customers a lower-cost alternative for users who only require limited access to Permuta applications. Furthermore, Light users have read access to data contained in the solution through any client accessing the application. Write access, for Light Users, is available to a maximum of fifteen (15) application tables.
    - This does not include CALs to LMS, Airborne, Financial Management, and Workstation which have their own CALs.
  - v. The Blended User CAL allows an enterprise full CAL coverage access to components of the Suite, or the full Suite at all levels (Administrative to End User/Light User). This does not include CALs to LMS, Airborne, Financial Management, and Workstation which have their own CALs. As a Blended User CAL customer, you agree that only 10% of your organization will have Heavy Users and the other 90% will be Light Users.
    - Each CAL permits one user, using any device, to access instances of the software on your licensed servers in your licensed environment.
    - This does not include CALs to LMS, Airborne, Financial Management, and Workstation which have their own CALs.
  - vi. Reassignment of CALs. You may permanently reassign your user CAL from one user to another; or temporarily reassign your user CAL to a temporary worker while the user is absent.
- c. Multiplexing. Hardware or software you use to
  - Pool connections,
  - Reroute information, or
  - Reduce the number of devices or users that directly access or use the software (sometimes referred to as “multiplexing” or “pooling”), does not reduce the number of licenses of any type that you need. Any users extracting data from Permuta software require a Client Access License, the attempt to reduce licenses through the use of “portal” is not permitted for On-Premise or IaaS Cloud users, unless approved by Permuta with written authorization.
- d. No Separation of Server Software. You may not separate the server software for use in more than one operating system environment under a single license, unless expressly permitted by Permuta. This applies even if the operating system environments are on the same physical hardware system on-premise or hosted in an IaaS Cloud environment.
- e. Additional Functionality. Permuta or Microsoft may provide additional functionality for the Software. Other license terms and fees may apply.

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