



License Model Schedule

Effective as of 10 April 2017

1. Definitions

In the event of any conflict between definitions found in this License Model Schedule and definitions found in the EULA, the definitions found in this License Model Schedule will control to the extent of any inconsistency. Any capitalized term used in this License Model Schedule for which a definition is not provided herein, shall have the meaning set forth in the EULA.

- 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) “**Citrix/TSE Environment**” means (for the purposes of the Connectivity Products License Models only) a single computer or a single cluster of computers on which Citrix Metaframe for Windows, Citrix Presentation Server for Windows, Citrix XenApp, Microsoft Terminal Services, or Microsoft Remote Desktop Services is installed.
- C) “**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.
- D) “**CPU**” means a single central processing unit (a single processing core).
- E) “**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 DOCSTACK;
- F) “**EULA**” or “**End User License Agreement**” means a written agreement governing the use of Software.
- G) “**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.docstack.com/agreements and any other documents provided by DOCSTACK setting out permitted uses of the Software.
- H) “**Licensee**” means the party to the EULA who is the licensee of the Software Licenses.
- I) “**License Model**” means the description of the conditions, limitations and restrictions associated with the Software License which govern the use of the Software;
- J) “**Multiplexing**” means using software or hardware that reduces the Software’s ability to distinguish or detect the number of individuals or Clients directly or indirectly accessing or utilizing the Software (sometimes called “multiplexing” or “pooling” software or hardware).
- K) “**MFP**” (also Multifunction Peripheral Device) means an office machine which incorporates printing, scanning, photocopying, faxing and/or emailing functionality in a single device, or a single office machine that optically scans documents and converts them to a digital image, and makes the images available on a network location or emails the images.
- L) “**DOCSTACK**” means the Docstack entity who is the licensor under the EULA unless the relevant Transaction Document is with a different Docstack entity, in which case the Docstack entity for the Transaction Document shall take precedence.
- M) “**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.
- N) “**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.
- O) “**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.

- P) **“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.
- Q) **“Software License”** means a license for the Software granted under a EULA to Licensee.
- R) **“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 DOCSTACK maintenance and support program, together with all related Documentation provided to Licensee pursuant to such program
- S) **“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.
- T) **“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 DOCSTACK and signed by the Licensee or referenced in a purchase order, c) an invoice issued by DOCSTACK, or d) any other document that references the EULA and is agreed to by DOCSTACK 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. General License Types.

Any of the descriptions in this Section 2 may be used by DOCSTACK, at its sole option, to describe a License Model in a License Document or any marketing material. Any License Model that includes one of the descriptions in this Section will be licensed under the terms, conditions and limitations applicable to the standard version of a License Model subject to the terms, conditions and limitations described herein.

A. Non-Production Licenses

The applicable standard production License Model except that the functionality within the Software is not placed into production use and use of the Software is restricted to system testing, development, backup, failover, hot standby or cold standby purposes. This does not include load balancing or other system configurations whereby other system resources proactively support production use. Notwithstanding the above, if Software licensed under a production version of the License Model goes offline and the licensed non-production use is backup, failover, or standby, Licensee is permitted to use Software licensed under a non-production License Model for production purposes until the Software licensed under the production License Model is brought back online. Any other use of Software that is not explicitly included within the definition of Non-Production Licenses requires a production license.

B. Evaluation Licenses

The applicable standard License Model except that (unless the parties otherwise agree in a Transaction Document):

- (i) Licensee may install and execute the Software on a single Server;

- (ii) Licensee may allow no more than five individuals (may be employees or contractors of Licensee) to access and use the Software;
- (iii) Licensee may only access and use the Software to evaluate and test the Software, and not to support its general business operations;
- (iv) The Software License shall be for a period of 60 days from the date the Software is first made available to Licensee. At the end of such period, Licensee must cease all use of the Software, remove all copies of the Software from all Servers and Clients, as well as all other information technology systems, and destroy such copies;
- (v) The Software is licensed “as-is” and all warranties listed in the EULA are void in respect of the Evaluation License; and
- (vi) Any obligation in the EULA for DOCSTACK to defend and/or indemnify Licensee is void in respect of the Evaluation License.

C. eBusiness Licenses

The applicable standard License Model except that Licensee may only allow Software Licenses to be used by individuals who are employees of Licensee’s customers or business partners, and not by individuals who are employees or contractors of Licensee or its Affiliates.

D. Limited Use Licenses

The applicable standard License Model except that individuals who have been permitted access to the Software under this License Model may only access and use the functionality and features specifically identified in the applicable Transaction Document and Documentation and may not access or use any other functionality existing within the Software.

E. Read Only License Model

The applicable standard License Model except that:

- (i) The individual who has been allocated the Software License may only search, save search parameters, browse, view, print and download data and contents of the Software system and the individual may not upload, add, edit, move, arrange or otherwise modify data and content located within the Software system (“Read Only”);
- (ii) The license must be assigned or allocated to a user when the user is first entered into the system and a user allocated any other type of license may not have the allocation changed to Read Only unless the user is first deleted from the system and then reentered as Read Only;
- (iii) Licensee must restrict such user’s access to Read Only functionality; and
- (iv) Access to functionality other than Read Only (even if the additional functionality is not used) requires additional licensing.

F. Runtime Licenses

The relevant applicable standard production License Model except the Software may only be accessed or used by other software and not directly or indirectly by a human being.

3. Additional Terms and Conditions

- (i) Certain Software may require multiple License Models types. If any Transaction Document or Documentation states that more than one License Model is required, then use of the Software is conditional upon Licensee also purchasing Software Licenses under the additional required License Model(s).
- (ii) Unless specified in a particular License Model, Software may only be used for Licensee’s internal business purposes.

4. Named User License Models

A. Standard Named User License Model

- (i) 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).
- (ii) 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.
- (iii) 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.
- (iv) 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).
- (v) Multiplexing does not reduce the number of Software Licenses required. If Licensee utilizes Multiplexing, Licensee must maintain a permanent record of user activity sufficient to quantify the users of the system and in advance of access or use, Licensee must purchase sufficient user licenses for all users accessing or authorized to access the software through Multiplexing.

B. Occasional Named User License Model

The license model terms and limitations applicable to the Occasional Named User License Model are identical to those that apply to Software licensed under the Standard Named User License Model except that:

- (i) An individual allocated this license may use or access the Software during no more than 52 calendar days of any calendar year. Multiple log-ins, sessions, or activity, if conducted during a single 24 hour calendar day (beginning midnight of the time zone determined by the physical location of the database server), are counted as one of the 52 days of authorized use. Any log-ins, sessions, or activity if conducted during a single 24 hour period but over 2 calendar days are counted as two of the 52 days of use.
- (ii) The license type "Occasional Named User" must be assigned or allocated to a user when the user is first authorized to access the system. A user allocated any other type of user license may not be downgraded to or allocated an Occasional Named User license unless the user is first deleted from the system. Licensee is required to maintain a record of all individuals allocated an Occasional Named User license.
- (iii) An Occasional Named User that uses or accesses the Software more than 52 calendar days of any calendar year may no longer access the Software using an Occasional Named User license and shall be required to purchase a Standard Named User license upon the 53rd day of use. The account for this upgraded user does not need to be deleted prior to allocating the Standard Named User license. If the user of an Occasional Named User has been allocated a Standard Named User license, the previously used Occasional Named User license may be reallocated to another user.

5. Concurrent User License Models

A. Standard Concurrent User License Model

- (i) The Software may only be used and accessed by employees or contractors of Licensee or its Affiliates.
- (ii) The aggregate number of individual human beings simultaneously accessing, using, or enjoying the benefit of all Program Instances may not exceed the number of Software Licenses granted to Licensee.
- (iii) Licensee must keep a record of all individuals who have been granted access to the Software (irrespective of actual usage).
- (iv) Licensee must implement a system to ensure that the number of individuals accessing or using the Software does not exceed the number of Software Licenses granted to Licensee, and Licensee must permit DOCSTACK to inspect such system and/or related records to confirm that usage is consistent with the applicable Software Licenses.
- (v) The Software may be loaded and executed on an unlimited number of Servers.
- (vi) The total number of Software Licenses required is calculated by totaling the sum at any given time of the maximum concurrent capacity of each Program Instance. Maximum concurrent capacity is the greater of the maximum number of individual human beings that have simultaneously accessed, used, or enjoyed the benefit of all Program Instances or the sum of all Standard Concurrent User keys installed on all Program Instances.
- (vii) A Standard Concurrent User license key is permanent to a particular server or Program Instance. Standard Concurrent User license keys cannot be dynamically or otherwise re-allocated to other systems. A Standard Concurrent User license key may only be re-allocated to a replacement server if the original server is taken out of service. In the case of multiple Program Instances, the quantity of Standard Concurrent User license keys summed across all Program Instances must not exceed the quantity of Standard Concurrent User licenses.
- (viii) Multiplexing does not reduce the number of Software Licenses required. The number of Software Licenses required equals the number of individual human beings who simultaneously access or use the Software, or benefit from the functionality of the Software whether or not accessing through Multiplexing.
- (ix) A user accessing, using, or enjoying the benefit of the Software simultaneously on two or more Program Instances of the Software requires a Standard Concurrent User licenses for each Program Instance.

B. Standard Concurrent User License Model (External and Internal Users Permitted)

The terms, conditions and limitations applicable to the use of Software licensed under the Standard Concurrent User License Model (External and Internal Users Permitted) shall be identical to those that apply to Software licensed under the Standard Concurrent User License Model, with the exception that Licensee may allocate Software Licenses to employees or contractors of Licensee's customers and business partners, in addition to employees or contractors of Licensee or its Affiliates.

6. Standard Anonymous User License Model

The terms, conditions and limitations applicable to the use of Software licensed under the Standard Anonymous User License Model are identical to those that apply to Software licensed under the Standard Concurrent User License Model except that:

- (i) Licensee may allocate Software Licenses to any individual. The individuals do not need to be employees or contractors of Licensee or its Affiliates;
- (ii) Licensee is not required to keep a record of the individuals who have been allocated a Software License and is not required to identify those individuals; and

- (iii) Unless otherwise stated in the applicable Transaction Document or Documentation, Licensee may provide access to an unlimited number of individuals but to only one user concurrently.

7. Transactions Per Year License Model

- (i) In each calendar year, Licensee may use the Software to process a number of Transactions no greater than the maximum number of Transactions Per Year licenses granted to Licensee.
- (ii) Licensee is responsible to ensure that the Software is configured to make a permanent record of all Transactions processed by the Software during each calendar year in accordance with the Documentation made available by DOCSTACK. If a record is not kept or if any required data is deleted or removed from the system, DOCSTACK may, in its sole discretion, reasonably estimate usage and the estimate will be conclusively deemed to be Licensee's actual use.
- (iii) Unless a more restrictive License Model is also applicable, the Software may be loaded and executed on an unlimited number of Servers, CPUs or Program Instances.
- (iv) If the number of Transactions during any calendar year exceeds the maximum number of Transactions Per Year licensed, Licensee must purchase the applicable additional Software Licenses to cover the total number of Transactions.

8. Server License Models

A. Production Server License Model

- (i) Licensee must purchase an individual Software License for each Server upon which the Software is installed or uploaded into the Server's memory.
- (ii) The Software may be accessed and used by an unlimited number of individual employees or contractors of Licensee or its Affiliates.

B. Production Server (Limited Server Calls) License Model

- (i) The terms and limitations applicable to the use of Software licensed under the Production Server (Limited Server Calls) License Model shall be identical to those that apply to Software licensed under the Production Server License Model except that the number of Server calls made to the Software on an annual basis is limited as described in the Transaction Document or the Documentation.

9. CPU License Models

A. Production CPU License Model

- (i) Licensee must purchase an individual Software License for each CPU on which the Software is executed or made available to execute.
- (ii) The Software may be accessed and used by an unlimited number of individual employees or contractors of Licensee or its Affiliates.

B. Production Logical CPU License Model

- (i) Licensee must purchase an additional Software License for each single virtual central processing unit that is formed by multiple CPUs (of a particular type), provided that the maximum aggregate capacity of such virtual central processing unit to execute the Software must not exceed the capacity of a single CPU (of such particular type) to execute the Software on which the Software is installed or on which it is executed. For example, when configuring an LPAR on an IBM AIX, or other operating system, each unit of CPU processing power (or fraction thereof) must be allocated one Production Logical CPU license.

10. Program Instance License Models

A. Production Program Instance License Model

- (i) Licensee must purchase an additional Software License for each Program Instance of the Software.
- (ii) The Software may be accessed and used by an unlimited number of individual employees or contractors of Licensee or its Affiliates.

11. Cluster License Models

A. Production Cluster License Model

- (i) Licensee must purchase and allocate an additional Software License for each cluster of Program Instances installed on one or more Servers operating together as a single system.
- (ii) The Software may only be accessed or used by employees or contractors of Licensee or its Affiliates.

12. Miscellaneous Licenses

A. Client License Model

- (i) Licensee must purchase and allocate an additional Software License for: a) each individual Client on which the Software is loaded or executed, and b) each individual Client which has access to (or is authorized to access) the Software.
- (ii) Licensee may only allocate Software Licenses to Clients owned by Licensee or its Affiliates.
- (iii) The allocation of Software Licenses is permanent and Software Licenses cannot be shared or exchanged between Clients. Notwithstanding the foregoing, a Software License may be re-allocated to another Client in the event that the original Client is permanently decommissioned or in the event the Client is permanently re-deployed to a task where access to the Software is no longer available.
- (iv) The Software may not be used by more than one individual under a single Software License.
- (v) Multiplexing is prohibited.
- (vi) The Software may only be loaded and executed or accessed from Clients to which a Software License has been allocated.

B. Client User Access License Model

- (i) Licensee must purchase and allocate an individual Software License for each individual human being authorized to use or access the Software on a Client in order to allow the individual to access another type of licensed software ("Other Software").
- (ii) The rights of these individuals to access Other Software accessed via the Software are defined by license terms applicable to the Other Software, and not by the Client User Access License Model. The Software License granted under the Client User Access License Model simply allows these individuals to access Other Software by means of the Software.
- (iii) The Software Licenses may only be allocated to employees or contractors of Licensee or its Affiliates.
- (iv) At no point may an individual who has not been granted a Software License access or use the Software.
- (v) Licensee is required to maintain a record of all individuals who have been granted access to the Software.

- (vi) The Software may be loaded and executed on an unlimited number of Servers, CPUs or Program Instances.

C. MFP Device License Model

- (i) Licensee must purchase an individual Software License for each MFP to which the Software is connected.
- (ii) The Software may only be used with MFP. The Software may not be used to import data into Programs or third party software.
- (iii) Licensee may only allocate Software Licenses to MFP owned by Licensee or its Affiliates.
- (iv) The allocation of Software Licenses is permanent and Software Licenses cannot be shared between MFPs. However, a Software License may be re-allocated to another MFP which is manufactured by the same manufacturer as the original MFP and is from the same product family as the original MFP, in the following situations: a) the original MFP is permanently decommissioned, or b) the original MFP is permanently re-deployed to a task where access to the Software will no longer be required.

13. Volume/Capacity-Based License Models

A. Pages Processed Per Year License Model

- (i) In each calendar year, Licensee may use the Software to process a number of document pages no greater than the maximum number of pages processed per year (as identified in the applicable Transaction Document or Documentation).
- (ii) The Software Licenses may not be allocated to any other party.
- (iii) The Software may only be loaded and executed on computers or other IT hardware that is owned by Licensee.
- (iv) The Software may be loaded and executed on an unlimited number of Servers, CPUs or Program Instances.

B. Invoices Processed Per Year License Model

- (i) In each calendar year, Licensee may use the Software to process a number of commercial invoices no greater than the maximum number of invoices processed per year (as identified in the applicable Transaction Document or Documentation).
- (ii) The Software Licenses may not be allocated to any other party.
- (iii) The Software may only be loaded and executed on computers or other IT hardware that is owned by Licensee.
- (iv) The Software may be loaded and executed on an unlimited number of Servers, CPUs or Program Instances.

C. Index Capacity in Gigabytes License Model

- (i) Licensee may use the Software to create an index of documents with the restriction that the total size of the index must not exceed the maximum number of gigabytes identified in the applicable Transaction Document or Documentation.
- (ii) The Software Licenses may not be allocated to any other party.
- (iii) The Software may only be loaded and executed on computers or other IT hardware that is owned by Licensee.
- (iv) The Software may be loaded and executed on an unlimited number of Servers, CPUs or Program Instances.

D. Electronic Employee Files License Model

- (i) "Electronic Employee File" means the set of all electronic documents and records relating to an individual human being and subject to management by the human resources department in a single employee master record.
- (ii) Licensee must purchase and allocate an individual Software License for each individual Electronic Employee File managed using the Software.
- (iii) The allocation of Software Licenses is permanent. Software Licenses may only be re-allocated to another individual Electronic Employee File if the original Electronic Employee File is permanently deleted.
- (iv) Licensee must keep a record of all Electronic Employee Files to which Software Licenses have been allocated.
- (v) The Software may be loaded and executed on an unlimited number of Servers, CPUs or Program Instances.

E. Email Mailboxes License Model

- (i) The Licensee must purchase and allocate an individual Software License for each individual email mailbox which a) is configured to be processed using the Software, b) otherwise benefits from the functionality of the Software, or c) interfaces with the Software.
- (ii) The Licensee may allocate Software Licenses to email mailboxes associated with employees or contractors of a) Licensee, b) Licensee's Affiliates, and c) Licensee's customers and business partners.
- (iii) The allocation of Software Licenses is permanent and Software Licenses cannot be shared or exchanged between email mailboxes. Notwithstanding the above, Software Licenses may be re-allocated to another individual email mailbox if the original email mailbox is no longer a) configured to be archived using the Software, b) otherwise benefits from the functionality of the Software, or c) interfaces with the Software.
- (iv) Licensee must keep a record of all email mailboxes which have been allocated Software Licenses.
- (v) The Software may be loaded and executed on an unlimited number of Servers, CPUs or Instances.

Docstack Appendix

License Model Schedule – Docstack License Models

1. Docstack Product Specific Software License Parameters and Limitations

The following terms, conditions and restrictions specified in the following License Models apply to, and govern the use of, Docstack Software Licenses granted pursuant to:

- A) the License Model definitions in this Section; and
- B) the terms and limitations applicable to the Software License set out in this License Model Schedule and the EULA.

In the event of a conflict or inconsistency between the provisions found in this Appendix and those found elsewhere in this License Model Schedule and the EULA, the provisions found in this Appendix will prevail to the extent of any conflict or inconsistency.

For purposes of this Section:

- (i) “**Instance**” means each copy or implementation of the Software installed on a Server or clustered group of Servers; provided, however, that for 100% Java products “Instance” shall mean each copy or implementation of the operating system on which the Software can run; and
- (ii) “**Access**” means: (x) being authorized to run, use or execute or actually running, using or executing the Software; or (y) being an intended recipient of content generated by the Software whether online, via e-mail, or in printed form (e.g., a monthly financial statement).

A. Named User Subscription License Model

The License Model terms and limitations applicable to Software licensed as “Named User Subscription” are identical to those that apply to the Software licensed under the “Standard Named User” License Model except as noted below:

- (i) Maintenance and support services are included with each license to the Named User Subscription Software as identified in each Transaction Document.
- (ii) Subscription licenses for the Named User Subscription Software are only granted for the period of the Subscription Term as identified in each Transaction Document.

B. CPU Subscription License Model

The License Model terms and limitations applicable to Software licensed as “CPU Subscription” are identical to those that apply to the Software licensed under the “CPU” License Model except as noted below:

- (i) Maintenance and support services are included with each license to the CPU Subscription Software as identified in each Transaction Document.
- (ii) Subscription licenses for the CPU Subscription Software are only granted for the period of the Subscription Term as identified in each Transaction Document.

C. Concurrent User Subscription License Model

The License Model terms and limitations applicable to Software licensed as “Concurrent User Subscription” are identical to those that apply to the Software licensed under the “Standard Concurrent User” License Model except as noted below:

- (i) Maintenance and support services are included with each license to the Concurrent User Subscription Software as identified in each Transaction Document.
- (ii) Subscription licenses for Concurrent Request Subscription Software are only granted for the period of the Subscription Term as identified in each Transaction Document.

D. Cloud License Model

Licensee agrees to exercise its license to Software designated as “Cloud License” subject

- (i) In return for (a) payment of the initial Cloud License fee (such fee to be invoiced by DOCSTACK in advance and to be paid by Licensee within thirty (30) days of the date of DOCSTACK’s invoice), (b) Licensee’s continued compliance with all of its obligations under the EULA, and (c) payment of applicable upgrade license fees and maintenance fees, if any, DOCSTACK grants Licensee the following additional license right to the Software (“**Cloud License**”).
- (ii) During the initial Cloud License term, which starts on the date of the order, Licensee may use the Software subject to the Cloud License (“**Cloud License Software**”) in “cloud” hardware environments, or other environments where the underlying Server hardware changes, so long as the hostname for such Server hardware remains static. Notwithstanding the foregoing, should the hostname for such Server hardware change, Licensee shall request a new license key from DOCSTACK, shall immediately and permanently stop all use of and destroy the old key, and certify to DOCSTACK in writing that the old key has been destroyed. The Cloud License Software must be paid up and receiving Support and Maintenance to be entitled to a new license key. For the sake of clarity, the Cloud License only allows Licensee to run one (1) Instance of the Cloud License Software within the licensed parameters (e.g. purchased number of CPU Cores and deployment types) at any time.

- (iii) Licensee shall provide identifying information as requested by DOCSTACK for the Server hardware installed with the Cloud License Software at the beginning of the Cloud License term and at the termination of any Cloud License.
- (iv) Following the initial committed Cloud License term, or any subsequent contractually committed Cloud License term, Licensee and DOCSTACK may elect to renew the Cloud License annually. Upon expiration of the initial Cloud License Term or any subsequent contractually committed Cloud License term, the Cloud License term shall renew automatically on an annual basis at the then current list prices at the time of the applicable renewal. Notwithstanding the foregoing, Licensee or DOCSTACK may elect to cancel the Cloud License at the end of a committed Cloud License term by providing written notice to the other at least sixty (60) days prior to the end of such term. Upon termination of the Cloud License, Licensee must provide DOCSTACK with the Identifying Information for the Server hardware to which Licensee desires to fix the Cloud License Software.
- (v) Upon termination of the Cloud license, Licensee may be required to pay a license upgrade fee and maintenance services fee associated with the Server hardware on which the Software resides at the time of termination of the Cloud License (“**Latest Hardware**”) as compared to the Server hardware on which the Cloud License Software was installed at the start of the Cloud License (“**Initial Hardware**”), if applicable and in accordance with the EULA.

E. Server Subscription License Model

The License Model terms and limitations applicable to Software licensed as “Server Subscription” are identical to those that apply to the Software licensed under the “Server License Model” except as noted:

- (i) Maintenance and support services are included with each license to the Server Subscription Software as identified in each Transaction Document.
- (ii) Subscription licenses for the Server Subscription Software are only granted for the period of the Subscription Term as identified in each Transaction Document.