

Oracle® Communications MetaSolv Solution

Licensing Information User Manual

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Introduction

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Licensing Information

Product	Subproduct	Licensing Description
Oracle Communications MetaSolv Solution Applications	All	The Oracle Communications MetaSolv Solution applications are divided into three modules: • Oracle Communications MetaSolv Solution – Application User-Based • Oracle Communications MetaSolv Solution – Application Users • Oracle Communications MetaSolv Solution – Subscriber-Based All of these modules offer the same functionality however each module has different pricing metrics. Customers who purchase Oracle Communications MetaSolv Solution based on the number of users (or seats) administering the systems will have to purchase both Oracle Communications MetaSolv Solution – Application User-Based, which is sold per customer, and Oracle Communications MetaSolv Solution – Application Users, which is sold per seat. Customers who purchase Oracle Communications MetaSolv Solution under a subscriber-service metric will receive an Oracle Communications MetaSolv Solution – Subscriber-Based license. Included Products: An Oracle WebLogic Server Enterprise Edition and Oracle BPEL Process Manager license is included with the following two licensing options for exclusive use with Oracle Communications MetaSolv Solution: • Oracle Communications MetaSolv Solution – Application User-Based • Oracle Communications MetaSolv Solution – Subscriber-Based Prerequisites: Requires licensing of one of the following applications: • Oracle Database Enterprise Edition
	Oracle Communications MetaSolv Solution – Application User-Based	This module is sold under a “Customer” pricing metric. Oracle Communications MetaSolv Solution – Application User-Based includes the following: • Network Design Subsystem • Basic Network Design Module • Internet Services with IP Address Management Module • Service Provisioning Subsystem • Equipment Administration Module • Telephone Number Administration Module • Work Management Subsystem • Background Processor • MetaSolv Solution Module – Diversity • All MetaSolv Solution APIs Included Products:

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		A license for Oracle Communications MetaSolv Solution – Application User-Based includes restricted-use licenses for Oracle WebLogic Server Enterprise Edition and Oracle BPEL Process Manager. Prerequisites: Oracle Communications MetaSolv Solution – Application Users license. Restrictions: This is base software. Customer also has to purchase an Oracle Communications MetaSolv Solution – Application Users license. A license for Oracle Communications MetaSolv Solution – Application User-Based includes a license for Oracle WebLogic Server Enterprise Edition and a license for Oracle BPEL Process Manager, both of which are restricted solely to run Oracle Communications MetaSolv Solution.
	Oracle Communications MetaSolv Solution – Application Users	This module is sold under an “Application User” pricing metric. Oracle Communications MetaSolv Solution – Application Users does not provide any extra functionality compared to Oracle Communications MetaSolv Solution – Application User-Based. However, a license of it is required for any customer purchasing the Oracle Communications MetaSolv Solution – Application User-Based module. Prerequisites: Oracle Communications MetaSolv Solution – Application User-Based. Restrictions: N/A
	Oracle Communications MetaSolv Solution – Subscriber-Based	This module is sold under an “Individual Subscriber” pricing metric. Oracle Communications MetaSolv Solution – Subscriber-Based includes the following: • Network Design Subsystem • Basic Network Design Module • Internet Services with IP Address Management Module • Service Provisioning Subsystem • Equipment Administration Module • Telephone Number Administration Module • Work Management Subsystem • Background Processor • MetaSolv Solution Module – Diversity • All MetaSolv Solution APIs Included Products: A license for Oracle Communications MetaSolv Solution – Subscriber-Based includes restricted-use licenses for Oracle WebLogic Server Enterprise Edition and Oracle BPEL Process Manager. Prerequisites: N/A Restrictions: A license for Oracle Communications MetaSolv Solution – Subscriber-Based includes a license for Oracle WebLogic Server Enterprise Edition and a license for Oracle BPEL Process Manager,

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		both of which are restricted solely to run Oracle Communications MetaSolv Solution.
Oracle Communications MetaSolv Solution Modules – Order Management	Oracle Communications MetaSolv Solution Module – ASR	The Oracle Communications MetaSolv Solution – ASR allows the ordering or terminating an access connection to a telephony network. The Order and Billing Forum regulates ASR orders. There are two main types of ASRs: • Special Access ASR – For dedicated line telephone network entities (end user to ACTL or CO) • Switched Access ASR – For trunks between network locations, ACTLs, Tandems, and COs Prerequisites: Requires licensing of one of the following applications: Oracle Communications MetaSolv Solution – Application User-Based Oracle Communications MetaSolv Solution – Subscriber-Based Restrictions: This is licensed for the purpose of the Oracle Communications MetaSolv Solution ASR module only. Any use outside of the ASR module requires the purchase of a different Oracle Communications MetaSolv Solution license.
	Oracle Communications MetaSolv Solution Module – EWO	The Oracle Communications MetaSolv Solution Module – EWO is an optional Oracle Communications MetaSolv Solution component. It helps manage inventory without requiring a customer order. EWO is an Oracle Communications MSS-created order and its content is not regulated. The following can be done with this application: • Create and maintain connections with varying connection types, locations, and activities • Install equipment from the order • Assign workflow for the order before or after designing a connection Prerequisites: Requires licensing of one of the following applications: • Oracle Communications MetaSolv Solution – Application User-Based • Oracle Communications MetaSolv Solution – Subscriber-Based Restrictions: This is licensed for the purpose of the Oracle Communications MetaSolv Solution EWO module only. Any use outside of the Oracle Communications MetaSolv Solution EWO module requires the purchase of a different Oracle Communications MetaSolv Solution license.
	Oracle Communications MetaSolv Solution Module – ISR	The Oracle Communications MetaSolv Solution Module – Internal Service Request (ISR) is an optional Oracle Communications MetaSolv Solution component. It allows the creation of internal service requests for facility, special, and trunk circuits. These service requests help to manage critical internal business processes such as fieldwork, network planning, and capacity build out. ISR is a non-regulated order, so the order-entry process for ISRs is flexible. Prerequisites:

Product	Subproduct	Licensing Description
		Requires licensing of one of the following applications: - Oracle Communications MetaSolv Solution – Application User-Based - Oracle Communications MetaSolv Solution – Subscriber-Based Restrictions: This is licensed for the purpose of the Oracle Communications MetaSolv Solution ISR module only. Any use outside of the Oracle Communications MetaSolv Solution ISR module requires the purchase of a different Oracle Communications MetaSolv Solution license.
	Oracle Communications MetaSolv Solution Module – PSR Catalog Customer Management	The Oracle Communications MetaSolv Solution Module – Product Service Request (PSR) Catalog Customer Management module is an optional Oracle Communications MetaSolv Solution component. PSR captures information about customers, services and resource that the service utilizes. List of key services that can be ordered via PSR are: - POTS - Trunk - Private line - Ethernet - DSL - Calling cards - CPE equipment PSR is a non-regulated order, so the order-entry process for PSRs is flexible. Prerequisites: Requires licensing of one of the following applications: - Oracle Communications MetaSolv Solution – Application User-Based - Oracle Communications MetaSolv Solution – Subscriber-Based Restrictions: This is licensed for the purpose of the Oracle Communications MetaSolv Solution PSR module only. Any use outside of the Oracle Communications MetaSolv Solution PSR module ordering requires the purchase of a different Oracle Communications MetaSolv Solution license.
	Oracle Communications MetaSolv Solution Module – USO	The Oracle Communications MetaSolv Solution Module – Universal Service Order (USO) module is an optional Oracle Communications MetaSolv Solution component. This is non-regulated ordering and is the same as ISR except that it is used between companies. A USA allows customers to: - Enter orders for end user special access, switched access - Select tasks for an order and send them to work queues - Complete an initial CABs billing preparation, if CABS billing is used The various formats for circuit IDs (ECCKTs), as used in the USO Circuit Assignment, are defined in the industry standard Access Service Request (ASR) form described in the Special Report SR STS-471001.

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		Prerequisites: Requires licensing of one of the following applications: - Oracle Communications MetaSolv Solution – Application User-Based - Oracle Communications MetaSolv Solution – Subscriber-Based Restrictions: This is licensed for the purpose of the Oracle Communications MetaSolv Solution USO module only. Any use outside of the Oracle Communications MetaSolv Solution USO module ordering requires the purchase of a different Oracle Communications MetaSolv Solution license.
	Oracle Communications MetaSolv Solution Module – DLC Technology Module	The Oracle Communications MetaSolv Solution Module – Digital Loop Carrier (DLC) Technology Module is an optional Oracle Communications MetaSolv Solution component. The Oracle Communications MetaSolv Solution DLC Technology Module enables the usage of digital technique to bring a wide range of services to users via twisted-pair copper phone lines. Key functionality includes: - Track characteristics and detail about devices - Allow management and consumption of devices, interfaces, and capacity - Allow access to device and associated data Prerequisites: Requires licensing of one of the following applications: - Oracle Communications MetaSolv Solution – Application User-Based - Oracle Communications MetaSolv Solution – Subscriber-Based Restrictions: This is licensed for the purpose of the Oracle Communications MetaSolv Solution DLC Technology module only. Any use outside of the Oracle Communications MetaSolv Solution DLC Technology module ordering requires the purchase of a different Oracle Communications MetaSolv Solution license.
Oracle Communications MetaSolv Solution – Inventory Management	Oracle Communications MetaSolv Solution Module – ATM/FR Technology Module	The Oracle Communications MetaSolv Solution Module – ATM/FR Technology Module is an optional Oracle Communications MetaSolv Solution component. The Oracle Communications MetaSolv Solution ATM/FR Technology Module includes the following network templates: - MetaSolv TM ATM Access Network - MetaSolv TM ATM Core Network - MetaSolv TM ATM/Frame Relay Network - MetaSolv TM Frame Relay Access Network - MetaSolv TM Frame Relay Core Network - MetaSolv TM Layer 2 VPN Network A combination of these templates can be used to build an ATM network, a frame relay network, or an internetworking network system. The data included with the Oracle Communications MetaSolv Solution ATM/FR Technology Module appears in the various ATM/FR network

Product	Subproduct	Licensing Description
		templates. The data includes component types, relationships, and custom attributes, and can be customized to implement products with a network system. Prerequisites: Requires licensing of one of the following applications: - Oracle Communications MetaSolv Solution – Application User-Based - Oracle Communications MetaSolv Solution – Subscriber-Based Restrictions: This is licensed for the purpose of the Oracle Communications MetaSolv Solution ATM/FR technology module only. Any use outside of the Oracle Communications MetaSolv Solution ATM/FR technology module requires the purchase of a different Oracle Communications MetaSolv Solution license.
	Oracle Communications MetaSolv Solution Module – DSL Technology Module	The Oracle Communications MetaSolv Solution Module – DSL Technology Module is an optional Oracle Communications MetaSolv Solution component. This module allows creating DSL network systems that use ATM or frame relay or a combination of these technologies. It contains two basic network element types: - DSLAM - Embedded ATM/Frame Relay network template This Embedded ATM/Frame Relay network template combines ATM and frame relay access and core templates into one functional template, is embedded just as a network element type is in the network template. The advantage of combining the smaller access and core network templates into a larger network template is that its use is not limited to one technology but allows a combination of equipment and relationships that apply to both. The ATM/FR template defines relationships between the different network templates it contains. The network templates in the technology module include the basic network element types and connections required to create a wide variety of network designs. Prerequisites: Requires licensing of one of the following applications: - Oracle Communications MetaSolv Solution – Application User-Based - Oracle Communications MetaSolv Solution – Subscriber-Based Restrictions: This is licensed for the purpose of the Oracle Communications MetaSolv Solution DSL Technology module only. Any use outside of the Oracle Communications MetaSolv Solution DSL Technology module requires the purchase of a different Oracle Communications MetaSolv Solution license.
	Oracle Communications MetaSolv Solution Module – Fiber-Based Broadband Delivery Technology Module	The Oracle Communications MetaSolv Solution Module – Fiber-Based Broadband Delivery Technology Module is an optional Oracle Communications MetaSolv Solution component. The Oracle Communications MetaSolv Solution Fiber-Based Broadband Delivery Technology Module includes the network templates that contain the components, connections, and relationships that support topographical designs of various Hybrid

Product	Subproduct	Licensing Description
		Fiber Coax (HFC) and Fiber to the x (FTTx) networks. In FTTx, the x can be a building, business, curb, home, premise, user, etc. The Oracle Communications MetaSolv Solution Fiber-Based Broadband Delivery Technology Module has five templates that work together to provide a comprehensive network template for designing and maintaining HFC and FTTx networks: • Access Node Network • CMTS Network • Hybrid Fiber Coax • Transmitter/Receiver Network • Video Network Prerequisites: Requires licensing of one of the following applications: • Oracle Communications MetaSolv Solution – Application User-Based • Oracle Communications MetaSolv Solution – Subscriber-Based Restrictions: This is licensed for the purpose of the Oracle Communications MetaSolv Solution Fiber-Based Broadband Delivery Technology Module only. Any use outside of the Oracle Communications MetaSolv Solution Fiber Based Broadband Delivery Technology Module requires the purchase of a different Oracle Communications MetaSolv Solution license.
	Oracle Communications MetaSolv Solution Module – IP Technology Module	The Oracle Communications MetaSolv Solution Module – IP Technology Module is an optional Oracle Communications MetaSolv Solution component. The Oracle Communications MetaSolv Solution IP Technology Module comes with network template that quickens the network design process. It contains two templates that work together to provide a comprehensive network template for designing and maintaining an IP virtual private network (VPN) system: • MetaSolv TM IP Template • MetaSolv TM IP VPN Template The network template in the Oracle Communications MetaSolv Solution IP Technology Module includes the basic network element types and connections required to create a wide variety of network designs. Prerequisites: Requires licensing of one of the following applications: • Oracle Communications MetaSolv Solution – Application User-Based • Oracle Communications MetaSolv Solution – Subscriber-Based Restrictions: This is licensed for the purpose of the Oracle Communications MetaSolv Solution IP Technology Module only. Any use outside of the Oracle Communications MetaSolv Solution IP Technology Module requires the purchase of a different Oracle Communications MetaSolv Solution license.

Product	Subproduct	Licensing Description
	Oracle Communications MetaSolv Solution Module – MPLS Technology Module	The Oracle Communications MetaSolv Solution Module – MPLS Technology Module is an optional Oracle Communications MetaSolv Solution component. The Oracle Communications MetaSolv Solution MPLS Technology Module allows creating network systems that use ATM, frame relay, or a combination of these technologies. This technology module comes with network templates that help start the network design process. The network template in the Oracle Communications MetaSolv Solution MPLS Technology Module includes the basic network element types and connections that will be required to create a wide variety of network designs. The Oracle Communications MetaSolv Solution MPLS Technology Module contains the following network templates that work together to provide a comprehensive network template for designing and maintaining an MPLS network system: • MPLS – The MPLS network template contains an embedded ATM/frame relay network template, the MPLS Core network template, and the MPLS Access network template. This network template is not limited to one technology but allows a combination of equipment and relationships that apply to ATM, frame relay, and MPLS. • MPLS Access Network. • MPLS Core Network. • MPLS VPN. Prerequisites: Requires licensing of one of the following applications: • Oracle Communications MetaSolv Solution – Application User-Based • Oracle Communications MetaSolv Solution – Subscriber-Based Restrictions: This is licensed for the purpose of the Oracle Communications MetaSolv Solution MPLS Technology Module only. Any use outside of the Oracle Communications MetaSolv Solution MPLS Technology Module requires the purchase of a different Oracle Communications MetaSolv Solution license.
	Oracle Communications MetaSolv Solution Module – Ethernet Technology Module	The Oracle Communications MetaSolv Solution Module – Ethernet Technology Module is an optional Oracle Communications MetaSolv Solution component. The Oracle Communications MetaSolv Solution Ethernet Technology Module allows creating network systems in the Oracle Communications MetaSolv Solution application that use the Ethernet technology. The Oracle Communications MetaSolv Solution Ethernet Technology Module contains the following smaller network templates that work together to provide a comprehensive network template for designing and maintaining an Ethernet network system: • Ethernet Access Template. • Ethernet Distribution Template. • Ethernet Core Template. • Ethernet Network Template – This network template combines the preceding access, distribution, and core templates into one

Product	Subproduct	Licensing Description
		functional template. The Ethernet network template defines relationships between the different network templates it contains. • VLAN Template. Prerequisites: Requires licensing of one of the following applications: • Oracle Communications MetaSolv Solution – Application User-Based • Oracle Communications MetaSolv Solution – Subscriber-Based Restrictions: This is licensed for the purpose of the Oracle Communications MetaSolv Solution Ethernet Technology Module only. Any use outside of the Oracle Communications MetaSolv Solution Ethernet Technology Module requires the purchase of a different Oracle Communications MetaSolv Solution license.
	Oracle Communications MetaSolv Solution Module – Optical/TDM Technology Module	The Oracle Communications MetaSolv Solution Module – Optical/TDM Technology Module is an optional Oracle Communications MetaSolv Solution component. The Oracle Communications MetaSolv Solution Optical/TDM Technology Module includes templates that contain the components, connections, and relationships needed to design an Optical/TDM network system. It contains the following two templates that work together to provide a comprehensive network template for designing and maintaining optical networks: • Optical/TDM • Optical/TDM sub-network Key elements that are included in Oracle Communications MetaSolv Solution Optical/TDM templates are as follows: • OADM (Optical/TDM Add/Drop Multiplexer) – This network element offers access to traffic carried over optical wavelengths. Wavelengths are multiplexed together according to specifications administered by the ITU T-G. Wavelengths are added or dropped to or from a fiber, without requiring a SONET/SDH terminal. • OXC (Optical Cross-Connect) – Allows the connection of two different wavelengths of a DWDM network. • Filter – Equipment designed to pass signals in one or more frequency bands while attenuating signals in other frequency bands. • Optical/TDM Sub-Network – Used to embed smaller DWDM or meshed Optical/TDM networks. • SONET/SDH Network – SONET/SDH rings that can be embedded into DWDM networks. Prerequisites: Requires licensing of one of the following applications: • Oracle Communications MetaSolv Solution – Application User-Based • Oracle Communications MetaSolv Solution – Subscriber-Based Restrictions: This is licensed for the purpose of the Oracle Communications MetaSolv Solution Optical/TDM Technology Module only. Any use outside of the Oracle Communications MetaSolv Solution

Product	Subproduct	Licensing Description
		Optical/TDM Technology Module requires the purchase of a different Oracle Communications MetaSolv Solution license.
	Oracle Communications MetaSolv Solution Module – SONET/SDH Technology Module	The Oracle Communications MetaSolv Solution Module – SONET/SDH Technology Module is an optional Oracle Communications MetaSolv Solution component. The Oracle Communications MetaSolv Solution SONET/SDH Technology Module includes the OADM (Optical Add/Drop Multiplexer) template. This network element offers access to traffic carried over optical wavelengths. Wavelengths are multiplexed together according to specifications administered by the ITU T-G. Wavelengths are added or dropped to or from a fiber, without requiring a SONET/SDH terminal. This template has facility circuit that connects components. Prerequisites: Requires licensing of one of the following applications: • Oracle Communications MetaSolv Solution – Application User-Based • Oracle Communications MetaSolv Solution – Subscriber-Based Restrictions: This is licensed for the purpose of the Oracle Communications MetaSolv Solution SONET/SDH Technology Module only. Any use outside of the Oracle Communications MetaSolv Solution SONET/SDH Technology Module requires the purchase of a different Oracle Communications MetaSolv Solution license.
	Oracle Communications MetaSolv Solution Module – Wireless Technology Module	The Oracle Communications MetaSolv Solution Module – Wireless Technology Module is an optional Oracle Communications MetaSolv Solution component. The Oracle Communications MetaSolv Solution Wireless Technology Module has the following templates for GSM (Global System for Mobile Communications) and GPRS (General Packet Radio Service) networks: • Base Transceiver System (BTS) Grouping Template • Global system for mobile (GSM) Access Template • Global system for mobile (GSM) core Template • Global system for mobile (GSM) core and access Template • General Packet Radio Service (GPRS) core template Prerequisites: Requires licensing of one of the following applications: • Oracle Communications MetaSolv Solution – Application User-Based • Oracle Communications MetaSolv Solution – Subscriber-Based Restrictions: This is licensed for the purpose of the Oracle Communications MetaSolv Solution Wireless Technology Module only. Any use outside of the Oracle Communications MetaSolv Solution Wireless Technology Module requires the purchase of a different Oracle Communications MetaSolv Solution license.

Product	Subproduct	Licensing Description
	Oracle Communications MetaSolv Solution Module – Trouble Management	The Oracle Communications MetaSolv Solution Module – Trouble Management module is an optional Oracle Communications MetaSolv Solution component. The Oracle Communications MetaSolv Solution Trouble Management module allows the creation of trouble tickets and tracking them to their resolution. It is fully integrated with other part of the application, where information about customers, orders, and connections can be accessed while working on a trouble ticket. This module supports creation of trouble tickets on the following types of key service items: • Telephone number • Circuit/connection • Message trunk group • End user special trunk group • Network system • Equipment There are various ticket states supported in the Trouble Management module: • Open Active – This is initial state of ticket and indicates that the ticket is waiting to be addressed or is actively being worked. • Deferred – Indicates waiting on a response from the customer. • Externally Referred – Indicates that the ticket has been sent to an external organization. • Cleared – Indicates that the problem has been resolved and is awaiting customer verification. • Closed – Indicates that the customer has verified the solution and the ticket has reached the end of its life cycle. • Canceled – Indicates that the ticket was cancelled before any work was started. Prerequisites: Requires licensing of one of the following applications: • Oracle Communications MetaSolv Solution – Application User-Based • Oracle Communications MetaSolv Solution – Subscriber-Based Restrictions: This is licensed for the purpose of the Oracle Communications MetaSolv Solution Trouble Management module only. Any use outside of the Oracle Communications MetaSolv Solution Trouble Management module requires the purchase of a different Oracle Communications MetaSolv Solution license.
Oracle Communications MetaSolv Solution – Trouble Management	Oracle Communications MetaSolv Solution Module – Generate ASR	Oracle Communications MetaSolv Solution Module – Generate ASR is an optional Oracle Communications MetaSolv Solution component. The Oracle Communications MetaSolv Solution Generate ASR module allows the creation of a PSR and mapping it to an ASR. The PSR product must be selected as "mappable." The mapping functionality focuses on broadband NNI and UNI services. The mapping is primarily for ASR of REQ TYP = "V" and "X." However, since the Transport and End User Special Access service specific forms are used when requesting REQ TYP "V" and "X" services, respectively, some fields on these forms can also be mapped from the PSR order.

Product	Subproduct	Licensing Description
		Prerequisites: Requires licensing of one of the following applications: • Oracle Communications MetaSolv Solution – Application User-Based • Oracle Communications MetaSolv Solution – Subscriber-Based Restrictions: This is licensed for the purpose of the Oracle Communications MetaSolv Solution Generate ASR module only. Any use outside of the Oracle Communications MetaSolv Solution Generate ASR module requires the purchase of a different Oracle Communications MetaSolv Solution license.
	Oracle Communications MetaSolv Solution Module – Generate LSR	Oracle Communications MetaSolv Solution Module – Generate LSR is an optional Oracle Communications MetaSolv Solution component. The Oracle Communications MetaSolv Solution Generate LSR module allows the creation of a PSR and mapping it to an LSR. In order to map a PSR to an LSR, the products must be set up in the product specifications and the product catalog to indicate that you want to map an LSR from the PSR. Additionally, preferences must be set to indicate that you wish to map an LSR from a PSR and you need to indicate whether you want to map at the PSR order finish or via a PSR task. Prerequisites: Requires licensing of one of the following applications: • Oracle Communications MetaSolv Solution – Application User-Based • Oracle Communications MetaSolv Solution – Subscriber-Based Restrictions: This is licensed for the purpose of the Oracle Communications MetaSolv Solution Generate LSR module only. Any use outside of the Oracle Communications MetaSolv Solution Generate LSR module requires the purchase of a different Oracle Communications MetaSolv Solution license.
	Oracle Communications MetaSolv Solution Module – Plant Administration	The Oracle Communications MetaSolv Solution Module – Plant Administration module is an optional Oracle Communications MetaSolv Solution component. The Oracle Communications MetaSolv Solution Plant Administration module works in conjunction with the Network Design and Work Management module by providing a holding place for plant inventory and other information. It works like an inventory system for interoffice cable and local loop. Interoffice cable is always inventoried when there is Plant Administration module. However, through the Plant Administration preferences, inventorying local loop can be controlled. Prerequisites: Requires licensing of one of the following applications: • Oracle Communications MetaSolv Solution – Application User-Based • Oracle Communications MetaSolv Solution – Subscriber-Based Restrictions: This is licensed for the purpose of the Oracle Communications MetaSolv Solution Plant Administration module only. Any use outside of the Oracle Communications MetaSolv Solution Plant Administration

Product	Subproduct	Licensing Description
		module requires the purchase of a different Oracle Communications MetaSolv Solution license.
	Oracle Communications MetaSolv Solution Utility – Location and Routing Gateway	Oracle Communications MetaSolv Solution Utility – Location and Routing Gateway (LARG) is an optional Oracle Communications MetaSolv Solution component and is required only for using the Local Exchange Routing Guide (LERG™). iconectiv provides an updated Local Exchange Routing Guide (LERG™) to its subscribers via web download either monthly or quarterly (March, June, September, December). From time to time, iconectiv changes the format of information fields within the data files and enumerates these changes within the LERGSPEC.TXT file (which is available within the web download). This utility helps load information from the LERG™ data files into the Oracle Communications MetaSolv Solution application. Prerequisites: Requires licensing of one of the following applications: • Oracle Communications MetaSolv Solution – Application User-Based • Oracle Communications MetaSolv Solution – Subscriber-Based Restrictions: This is licensed for the purpose of the Oracle Communications MetaSolv Solution Location and Routing Gateway utility only. Any use outside of the Oracle Communications MetaSolv Solution Location and Routing Gateway utility requires the purchase of a different Oracle Communications MetaSolv Solution license.
Oracle Communications MetaSolv Solution – Utilities	Oracle Communications MetaSolv Solution Utility – NPA NXX Split	Oracle Communications MetaSolv Solution Module – NPA NXX Split is an optional Oracle Communications MetaSolv Solution component which is required if the Telephone Management module is used. The Oracle Communications MetaSolv Solution NPA NXX Split utility allows updating database for area code splits and managing ongoing NPA split administration. It also provides access to historical data that contains NPA (numbering plan area) split and telephone number inventory information. The Oracle Communications MetaSolv Solution NPA NXX Split utility updates: • Telephone number inventory • CLT circuit IDs • Ordered items • In-service items The Oracle Communications MetaSolv Solution NPA NXX Split utility does not update: • Customer contacts • User contacts • Location phone numbers • LRN (Location routing numbers) • External billing systems • LERG™ information Key functions performed by the Oracle Communications MetaSolv Solution NPA NXX Split utility are: • Takes a snapshot of the current inventory and assigned telephone numbers and populates the historical cross-reference

Product	Subproduct	Licensing Description
		tables with the old telephone numbers prior to running the update. • Updates current NPA values with the new NPA values (and affected NXX values as appropriate). • Takes a snapshot of the new telephone numbers and populates the appropriate fields in the historical cross-reference tables. • Updates the database with a status of "U" (Updated) for reporting purposes. • For CLT circuit IDs, copies the previous circuit ID into the circuit cross-reference tables to enable search capability within MetaSolv Solution for either circuit ID. Prerequisites: Requires licensing of one of the following applications: • Oracle Communications MetaSolv Solution – Application User-Based • Oracle Communications MetaSolv Solution – Subscriber-Based Restrictions: This is licensed for the purpose of the Oracle Communications MetaSolv Solution NPA NXX utility only. Any use outside of the Oracle Communications MetaSolv Solution NPA NXX utility requires the purchase of a different Oracle Communications MetaSolv Solution license.
	Oracle Communications MetaSolv Solution Module Data Tool – DST Equipment Spec	Oracle Communications MetaSolv Solution Module Data Tool – DST Equipment Spec is an optional Oracle Communications MetaSolv Solution component. The Oracle Communications MetaSolv Solution DST Equipment Spec data tool is used to migrate equipment spec information from a source Oracle Communications MetaSolv Solution database to a target Oracle Communications MetaSolv Solution database. It migrates equipment specs and their related: • Equipment spec options • Equipment spec port addresses • Equipment spec mounting positions including number range and port address placeholders • Equipment type Prerequisites: Requires licensing of one of the following applications: • Oracle Communications MetaSolv Solution – Application User-Based • Oracle Communications MetaSolv Solution – Subscriber-Based Restrictions: This is licensed for the purpose of the Oracle Communications MetaSolv Solution DST Equipment Spec data tool only. Any use outside of the Oracle Communications MetaSolv Solution DST Equipment Spec data tool requires the purchase of a different Oracle Communications MetaSolv Solution license.
Oracle Communications	Oracle Communications MetaSolv Solution	Oracle Communications MetaSolv Solution Module Data Tool – DST Provisioning Plan is an optional Oracle Communications MetaSolv Solution component. The Oracle Communications MetaSolv Solution DST Provisioning Plan data tool is used to migrate provisioning plans from a source

Product	Subproduct	Licensing Description
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2.5 No more often than once in any 12-month period, Appeon may, at its expense, upon written notice and during business hours, audit the number of copies of the Program in Use and Your compliance with the applicable usage limitations set forth by this Agreement. The auditors shall protect the confidentiality of Your information. If the Use of the Program is found to be greater than that for which You are licensed, You shall pay any additional amounts due based upon the list prices set forth in the Price List in effect upon the date of notice of the audit. Your refusal to permit an audit within a period of thirty (30) calendar days following receipt of notice shall be a material breach of this Agreement.

3. PAYMENT AND TAXES.

3.1 Unless otherwise agreed to in writing by Appeon or Reseller, payment for all perpetual licenses must be received in full prior to the delivery of Your Order and payment for all subscription fees (e.g. fees for non-perpetual licenses and Support) shall be paid annually in advance. If You have purchased a subscription-based (non-perpetual) license to the Program and wish to continue Using the Program beyond the Subscription Term, You must place a renewal Order prior to the expiration of such Subscription Term; once Your Subscription Term has expired Your access to and Use of the Programs will cease. If You have purchased a perpetual license to the Program and wish to continue receiving Updates or Support beyond the Subscription Term, You must place a renewal Order prior to the expiration of such Subscription Term; if Your Subscription Term has expired for a period greater than six (6) months You will not be eligible to reinstate Support for the applicable licenses, and should You wish to receive Updates for the applicable licenses You will be required to purchase new licenses.

3.2 Unless otherwise agreed to in writing by Appeon or Reseller, You shall pay all invoices issued by Appeon or Reseller, in United States currency, within thirty (30) days of Your Order. You will reimburse Appeon or Reseller for all reasonable costs incurred (including reasonable attorneys' fees) in collecting past due amounts.

3.3 You shall be responsible for and agree to pay all applicable sales or use, goods and services, value added, consumption or other similar fees, duties or taxes imposed by any government (other than Appeon's income and corporate franchise taxes). If You are required to pay any withholding tax, charge, or levy from any payments due to Appeon hereunder, You agree to gross up payments actually made to Appeon such that Appeon receives the amount due hereunder in full and free of any deduction for any such withholding tax, charge, or levy. Where applicable law requires You to self-assess or reverse-charge any taxes, You shall be responsible for complying with such law.

4. TECHNICAL SUPPORT.

Subject to the terms and conditions of this Agreement, including, without limitation, Your on-time payment of applicable fees, Appeon and its Affiliates will provide You the level of Support (including Updates) in accordance with Appeon's then-current support policies posted to the Appeon Website (</appeon-standard-support-plan.html>). Support shall solely be provided for the "Supported Program" listed on such Order or Reseller's order. "Supported Program" shall mean the then-current Major Version or LTS Version of a listed Program running in a "Compatible Configuration" and, for a period of twelve (12) months after the introduction of a new Major Version of such Program or for a period of eighteen (18) months after the introduction of a new LTS Version, the immediately preceding Major Version or LTS Version of the Program. "Compatible Configuration" shall mean (i) the Programs are installed to the correct software and hardware (if applicable) system as specified in the Documentation, (ii) all software and hardware has been configured properly in accordance with the Documentation or appropriate third-party vendor's documentation (as applicable), and (iii) the Programs are used properly in accordance with the Documentation. Appeon will use commercially reasonable efforts to correct or circumvent defects in the Supported Program that can be reproduced at an Appeon support facility. Appeon shall have no obligation to provide Support with respect to: (a) defects that have been corrected in a newer generally-available Update; (b) misconfiguration or improper Use of the Program; (c) Use of the Program on any unsupported computer hardware or software environment; or (d) Use of any version of the Program modified by You in breach of this Agreement. Appeon has no obligation to modify any version of the Program to run with new versions of the Operating System Software. Appeon reserves the right to make corrections only to the most current generally-available Major Version of the Program.

5. CONFIDENTIALITY.

"Confidential Information" shall include the Program (including methods or concepts utilized therein) and all information identified by Appeon as proprietary or confidential. Confidential Information shall remain the sole property of Appeon and its Affiliates, and shall not be disclosed to any third party without the express written consent of Appeon; except that You may disclose Confidential Information to a third party performing services for Your benefit, provided that such third party is bound by a written non-disclosure agreement with You that protects such Confidential Information in a manner consistent with this Agreement.

You acknowledge and agree that the Program may make Internet connections in order to:

- Validate Your license for the Programs;
- Provide Program usage statistics;
- Check for Updates; and
- Provide other services to You.

For more details, please review Appeon's privacy policy posted to the Appeon Website (</privacy-statement.html>).

Except with respect to the Program, items will not be deemed Confidential Information if (a) available to the public other than by a breach of an agreement with Appeon; (b) rightfully received from a third party not in breach of any obligation of confidentiality; (c) independently developed by You without access to the Confidential Information; or (d) proven to have been known to You at the time of disclosure. You shall immediately inform Appeon if You are required to produce Confidential Information by operation of law, and if so requested by Appeon, shall provide reasonable assistance to Appeon in seeking to limit such production. A copyright notice on a Program does not, by itself, constitute evidence of publication or public disclosure.

6. OWNERSHIP AND PROPRIETARY RIGHTS.

Each Program is licensed, not sold. All copyright and other intellectual property rights in the Program, Documentation, and all copies thereof, are owned by Appeon or its Affiliates and its respective licensors, and are protected by copyright and/or trade secret laws and international treaty provisions. Appeon or its Affiliates and its respective licensors reserve and retain ownership in and to (i) all rights, title and interest to the Program, Documentation, and all copies thereof, (ii) all rights, title and interest to all copyright and other intellectual property rights in each Program and each copy of the Program, and (iii) all other rights not expressly granted herein. You acquire only the non-exclusive non-transferable right to Use the Program subject to the conditions set forth in this Agreement, and do not acquire any ownership or distribution rights whatsoever in the Program. When You have ceased Using the Program, You shall return or destroy the Program, Documentation, and all copies thereof. A license to Use a Program does not include any right, implied or otherwise, to implement patents or other intellectual property of Appeon or its Affiliates and its respective licensors.

7. LIMITED WARRANTY AND LIMITATIONS ON LIABILITY.

7.1 Unless otherwise specified in the Documentation, for a period of ninety (90) days from the date of shipment (or date on which the Program is made available) to You, Appeon warrants that the Program, when Used in accordance with the Documentation, will operate substantially with such Documentation. THE PROGRAM IS ONLY COMPATIBLE WITH CERTAIN COMPUTER HARDWARE AND OPERATING SYSTEM SOFTWARE, and no warranty is provided with respect to use of the Program within an unsupported computer hardware or software environment. In the event of a non-conforming Program, Your sole remedy shall be, at Appeon's option, replacement of the defective Program or a refund equal to the amount of license fees paid for the affected Programs within the twelve-month period immediately preceding the warranty claim. This limited warranty gives You specific legal rights. You may have other rights that vary from jurisdiction to jurisdiction. Appeon warranties extend solely to You, the original licensee.

7.2 APPEON AND ITS AFFILIATES DISCLAIM ALL OTHER WARRANTIES AND CONDITIONS, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, SATISFACTORY QUALITY, NONINFRINGEMENT, ACCURACY OF INFORMATIONAL CONTENT, FITNESS FOR A PARTICULAR PURPOSE, AND CONDITIONS OF MERCHANTABLE QUALITY, WHETHER ARISING BY STATUTE OR IN LAW OR AS A RESULT OF A COURSE OF DEALING OR USAGE OF TRADE, WITH RESPECT TO THE PROGRAM, DOCUMENTATION, SUPPORT OR OTHER SERVICES RELATED TO THE PROGRAM. SOME JURISDICTIONS DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES SO THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU. NO WARRANTY IS MADE REGARDING THE RESULTS TO BE OBTAINED FROM ANY PROGRAM OR SERVICES, THAT THE PROGRAM WILL BE ERROR FREE, OR THAT ALL ERRORS IN THE PROGRAM WILL BE CORRECTED. YOU ACKNOWLEDGE YOUR RESPONSIBILITY TO (A) REGULARLY BACK UP DATA, AND (B) ADEQUATELY TEST THE PROGRAM.

7.3 The Program is not fault-tolerant and is not designed, manufactured or intended for use in applications in which the failure could lead directly or indirectly to death, personal injury, or severe physical or environmental damage, including, without limitation, the on-line control of nuclear facilities, aircraft navigation or communication systems, air traffic control, direct life support machines, or weapons systems. APPEON, ITS AFFILIATES, AND ITS LICENSORS SPECIFICALLY DISCLAIM ANY EXPRESS OR IMPLIED WARRANTY OF FITNESS FOR SUCH PURPOSES.

7.4 LIMITATIONS ON LIABILITY. NEITHER APPEON, NOR ITS AFFILIATES, NOR ANY OF ITS LICENSORS SHALL BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES (INCLUDING WITHOUT LIMITATION LOST PROFITS), WHETHER BASED ON CONTRACT, TORT OR OTHER LEGAL THEORY, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE TOTAL LIABILITY OF APPEON AND ITS AFFILIATES, IF ANY, ARISING OUT OF THIS AGREEMENT OR YOUR USE OF THE PROGRAM OR RELATED SERVICES SHALL NOT EXCEED AN AMOUNT EQUAL TO THE LICENSE OR SERVICE FEES PAID FOR THE PROGRAM OR SERVICES GIVING RISE TO THE CLAIM. LICENSORS OF SOFTWARE COMPONENTS INCLUDED IN APPEON PRODUCTS SHALL NOT BE LIABLE FOR DIRECT DAMAGES. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES, SO THE ABOVE LIMITATIONS AND EXCLUSIONS MAY NOT APPLY TO YOU.

8. TERMINATION.

8.1 This Agreement becomes effective on the date You legally acquired the Program. If You have acquired a subscription-based (non-perpetual) license to the Program, this Agreement will continue in effect until the end of the Subscription Term unless earlier terminated as set forth below. If You have acquired a perpetual license to the Program, this Agreement will continue in effect unless earlier terminated as set forth below.

8.2 The Subscription Term may be extended by placing a renewal Order prior to the expiration of such Subscription Term or enrolling in automatic renewal. If enrolled in automatic renewal, the Subscription Term will continue and automatically renew until terminated. You can disenroll from automatic renewal at any time, and You will continue to have access to the applicable Programs and Support through the end of the current Subscription Term. To disenroll, go to the ["Renewals & Upgrades"](#) page on the appeon.com website and follow the instructions.

8.3 This Agreement shall terminate automatically and immediately without notice upon any transfer or attempted transfer of the Program in violation of this Agreement. Either party may terminate this Agreement upon any other material breach of this Agreement by the other party which has not been corrected within thirty (30) calendar days after written notice.

8.4 Your rights to Use the Redistributables shall survive expiration of this Agreement, provided that i) no further modification is made to Your Business Application (either source or object code) after said expiration, and ii) Your continued Use of the Redistributables is in accordance with the terms of this Agreement, including but not limited to restrictions of Use as set forth in Section 2.2 and compliance with U.S. laws. In the event Appeon terminates this Agreement due to Your breach of this Agreement, all rights granted to You in the Redistributables shall immediately terminate.

8.5 Except for Your right to Use the Redistributables as expressly provided in Section 8.3, upon any expiration or termination of this Agreement, all licenses granted hereunder shall terminate and You shall cease Using the Program and Documentation (whether or not modified or merged into other materials). Termination shall not relieve You from paying all fees accruing prior to termination and shall not limit either party from pursuing any other available remedies. Sections 1, 3, 5, 6, 7, 8, 9, 10, and 11, shall survive termination of this Agreement.

9. GENERAL.

9.1 Neither this Agreement, nor any rights or obligations arising hereunder, nor any license granted herein may be assigned by You (whether by operation of law or otherwise) without Appeon's prior written consent. Any such purported assignment shall be void. The terms and conditions of the licenses granted hereunder shall be binding upon any permitted assignees or transferees, if any.

9.2 This Agreement is the entire agreement of the parties and supersedes all previous and contemporaneous communications, representations, or agreements regarding the subject matter hereof. This Agreement may be amended or modified only by a written agreement signed by both You and a corporate officer of Appeon. NO LICENSOR, DISTRIBUTOR, DEALER, RESELLER, OR SALES PERSON IS AUTHORIZED TO MODIFY THIS AGREEMENT OR TO MAKE ANY REPRESENTATION OR PROMISE THAT IS DIFFERENT FROM, OR IN ADDITION TO, THE TERMS OF THIS AGREEMENT. Any terms preprinted on or attached to any Purchase Order shall be void even if Appeon has acknowledged such Purchase Order. In the event of any conflict between the terms of this Agreement and a Purchase Order, the terms of this Agreement shall prevail over the Purchase Order.

9.3 You shall not transfer, directly or indirectly, any restricted Program or technical data received from Appeon, or the direct product of such data, to any destination or entity subject to export restrictions under U.S. law, unless prior written authorization is obtained from the appropriate U.S. agency.

9.4 Appeon shall not be liable by reason of any failure or delay in the performance of its obligations hereunder on account of: acts by You, acts of God or the public enemy, war, terrorism, riots, strike, embargo, acts of civil or military authority, unavailability of communications facilities or energy sources, or any other cause that is beyond the reasonable control of Appeon.

9.5 The Program is restricted commercial computer software. If this license is acquired under a U.S. Government contract, Use, duplication or disclosure by the U.S. Government is subject to restrictions set forth in this Agreement or in a written license agreement that incorporates applicable FAR provisions, for example FAR 52.22719. Appeon reserves all unpublished rights under the United States copyright laws.

9.6 All notices relating to this Agreement shall be in writing and shall be effective upon receipt and, if to You, sent to the email or physical address indicated in Your Order, and if to Appeon, by overnight delivery service or prepaid mail with return receipt requested sent to Appeon's headquarters at the physical address listed on Appeon's website at www.appeon.com.

9.7 If any provision of this Agreement is held to be unenforceable, the parties shall substitute an enforceable provision for the affected provision that approximates the intent and economic effect of the affected provision, and the remaining provisions of this Agreement shall remain in full force and effect. The failure or delay by either party to enforce any term of this Agreement shall not be deemed a waiver of such term.

9.8. This Agreement and any claims arising out of or relating to this Agreement, regardless of the nature of such claims, and its subject matter shall be governed by and construed under the laws of the State of California, U.S.A. without reference to its conflicts of law principles. Any action at law relating to this Agreement may only be brought before the courts of competent jurisdiction in San Francisco County, California, U.S.A. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Agreement. The Uniform Computer Information Transactions Act as enacted shall not apply. Licensee must initiate a cause of action for any claim(s) arising out of or relating to this Agreement and its subject matter within one (1) year from the date when Licensee knew, or should have known after reasonable investigation, of the facts giving rise to the claim(s).

9.9 The parties have agreed that this Agreement and all documents contemplated hereby be drawn up in English, and any proceedings arising hereunder will take place in English. IF APPEON OR RESELLER HAS PROVIDED YOU WITH A TRANSLATION OF THE ENGLISH LANGUAGE VERSION OF THIS AGREEMENT, THE ENGLISH LANGUAGE VERSION OF THIS AGREEMENT WILL BE THE VERSION USED WHEN INTERPRETING OR CONSTRUING THESE TERMS.

10. COUNTRY UNIQUE TERMS. If you purchased the Program in any territory specified below (the "Local Territory"), this section sets forth specific provisions as well as exceptions to the above terms and condition. To the extent any provision applicable to the Local Territory (the "Local Provision") set forth below is in conflict with any other term or condition in this agreement, the Local Provision will supersede such other term or condition with respect to any licenses purchased in the Local Territory.

Australia

a) Limited Warranty and Limitations on Liability (Section 7.2): The following replaces the terms of Section 7.2 in its entirety:

7.2 Subject to Sections 7.5 and 7.6 below, APPEON DISCLAIMS ALL OTHER WARRANTIES AND CONDITIONS, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, ACCURACY OF INFORMATIONAL CONTENT, FITNESS FOR A PARTICULAR PURPOSE, AND CONDITIONS OF MERCHANTABILITY, WHETHER ARISING BY STATUTE OR IN LAW OR AS A RESULT OF A COURSE OF DEALING OR USAGE OF TRADE, WITH RESPECT TO THE PROGRAM, DOCUMENTATION, SUPPORT OR OTHER SERVICES RELATED TO THE PROGRAM. Some jurisdictions do not allow limitations on implied warranties so the above limitations may not apply to You. NO WARRANTY IS MADE REGARDING THE RESULTS TO BE OBTAINED FROM ANY PROGRAM OR SERVICES, THAT THE PROGRAM WILL BE ERROR FREE, OR THAT ALL ERRORS IN THE PROGRAM WILL BE CORRECTED, OR THAT THE PROGRAM'S FUNCTIONALITY WILL MEET YOUR REQUIREMENTS. YOU ACKNOWLEDGE YOUR RESPONSIBILITY TO (a) REGULARLY BACK UP DATA, AND (b) ADEQUATELY TEST PROGRAM PRIOR TO DEPLOYMENT.

b) Limitations on Liability (Section 7.4): The following replaces the terms of Section 7.4 in its entirety and adds Sections 7.5 and 7.6:

7.4 To the full extent permitted by law, NEITHER APPEON, NOR ITS AFFILIATES, NOR ANY OF ITS LICENSORS SHALL BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOSS OR INACCURACY OF DATA, LOSS OF PROFITS OR EXPECTED SAVINGS, LOSS OF OR DAMAGE TO GOODWILL OR ANY OTHER FORM OF EXPECTATION BENEFIT, OR LOSS OR DAMAGE ARISING FROM ANY LIABILITY TO ANY THIRD PARTY, WHETHER BASED ON CONTRACT, TORT OR OTHER LEGAL THEORY, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE TOTAL LIABILITY OF APPEON AND ITS AFFILIATES, IF ANY, ARISING OUT OF THIS AGREEMENT OR YOUR USE OF THE PROGRAM OR RELATED SERVICES SHALL NOT EXCEED AN AMOUNT EQUAL TO THE LICENSE OR SERVICE FEES PAID FOR THE PROGRAM OR SERVICES GIVING RISE TO THE CLAIM. LICENSORS OF SOFTWARE COMPONENTS INCLUDED IN APPEON PRODUCTS SHALL NOT BE LIABLE FOR DIRECT DAMAGES.

7.5 In the event that any Program license or services supplied under this Agreement is deemed to constitute a supply of goods or services to a consumer as defined in the Trade Practices Act 1974 (Cth) as amended or other legislation ("the Acts") nothing contained in this Agreement excludes, restricts or modifies any condition, warranty or other obligation herein, where to do so is unlawful. To the full extent permitted by law, where the benefit of any such condition, warranty or other obligation is conferred upon You pursuant to any of the Acts, Appeon's sole liability for breach of any such condition, warranty or other obligation shall be limited to: (a) in relation to goods: (i) replacement or repair, or (ii) refund of the fees paid for such goods; and (b) in relation to services: (i) the supplying of the services again, or (ii) refund of the fees paid for such services; as in each case Appeon may elect.

7.6 Appeon's goods come with guarantees that cannot be excluded under the Australian Consumer Law. You are entitled to a replacement or refund for a major failure and for compensation for any other reasonably foreseeable loss or damage. You are also entitled to have the goods repaired or replaced if the goods fail to be of acceptable quality and the failure does not amount to a major failure. These rights may be lawfully limited in respect of goods or services not ordinarily acquired for personal, domestic or household use or consumption. To request a replacement or a refund, please send your written request to Appeon's headquarters at the physical address listed on Appeon's website at www.appeon.com.

Belgium and Denmark

a) Limitations on Liability (Section 7.4): The following replaces the terms of Section 7.4 in its entirety:

7.4 NEITHER APPEON, NOR ITS AFFILIATES, NOR ANY OF ITS LICENSORS SHALL BE LIABLE FOR ANY LOSS OR INACCURACY OF DATA, LOSS OF PROFITS OR INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, WHETHER BASED ON CONTRACT, TORT OR OTHER LEGAL THEORY, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. EXCEPT IN CASES OF FRAUD, WILLFUL MISCONDUCT OR BREACH OF A MATERIAL OBLIGATION (WHERE THE ABSENCE OF COMPLIANCE WITH THAT OBLIGATION WOULD VOID THE CONTRACT FROM ITS SUBSTANCE), THE TOTAL LIABILITY OF APPEON AND ITS AFFILIATES, IF ANY, ARISING OUT OF THIS AGREEMENT OR YOUR USE OF THE PROGRAM OR RELATED SERVICES SHALL NOT EXCEED AN AMOUNT EQUAL TO THE LICENSE OR SERVICE FEES PAID FOR THE PROGRAM OR SERVICES GIVING RISE TO THE CLAIM. LICENSORS OF SOFTWARE COMPONENTS INCLUDED IN APPEON PRODUCTS SHALL NOT BE LIABLE FOR DIRECT DAMAGES.

Germany

a) Limitations on Liability (Section 7.4): the following replaces the terms of Section 7.4 in its entirety:

7.4.1 Except in cases of willful misconduct or gross negligence neither Appeon, nor its Affiliates, nor any of its licensors shall be liable for: a) any loss or inaccuracy of data, loss of profits, loss resulting from business disruption, loss of contracts, loss of revenue, loss of anticipated savings, loss of goodwill, lost or wasted management time or time of other employees or contractors, and/or b) any indirect, special, incidental or consequential damages, whether based on contract, tort or other legal theory, even if such party has been advised of the possibility of such damages.

7.4.2 Except in cases of willful misconduct or gross negligence and in cases under the product liability act, the total liability of Appeon and its Affiliates, if any, arising out of this Agreement whether based on contract, tort or other legal theory, or Customer's use of the Program or related services shall not exceed an amount equal to the license or service fees paid for the Program or service giving rise to the claim.

7.4.3 Licensors of software components included in the Appeon products shall not be liable for direct damages.

7.4.4 Neither Appeon, nor its Affiliates, nor any of its licensors shall be liable for damages caused by a negligent breach of a non-material contractual obligation or for damages considered atypical or unforeseeable in the scope of this Agreement.

Japan

a) PAYMENT AND TAXES (Section 3.1): the terms of Section 3.1 are deleted in its entirety.

b) PAYMENT AND TAXES (Section 3.2): the following replaces the terms of Section 3.2 in its entirety:

3.2 Unless otherwise agreed to in writing by Reseller, You shall pay all invoices issued by Reseller, in Japanese currency, no later than the due date specified on such invoices. You will reimburse Appeon or Reseller for all reasonable costs incurred (including reasonable attorneys' fees) in collecting past due amounts.

New Zealand

a) Limitations on Liability (Section 7.4): the following replaces the terms of Section 7.4 in its entirety and adds section 7.5:

7.4 NEITHER APPEON, NOR ITS AFFILIATES, NOR ANY OF ITS LICENSORS SHALL BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOSS OR INACCURACY OF DATA, LOSS OF PROFITS OR EXPECTED SAVINGS, LOSS OF OR DAMAGE TO GOODWILL OR ANY OTHER FORM OF EXPECTATION BENEFIT, OR LOSS OR DAMAGE ARISING FROM ANY LIABILITY TO ANY THIRD PARTY, WHETHER BASED ON CONTRACT, TORT OR OTHER LEGAL THEORY, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE TOTAL LIABILITY OF APPEON AND ITS AFFILIATES, IF ANY, ARISING OUT OF THIS AGREEMENT OR YOUR USE OF THE PROGRAM OR RELATED SERVICES SHALL NOT EXCEED AN AMOUNT EQUAL TO THE LICENSE OR SERVICE FEES PAID FOR THE PROGRAM OR SERVICES GIVING RISE TO THE CLAIM. LICENSORS OF SOFTWARE COMPONENTS INCLUDED IN APPEON PRODUCTS SHALL NOT BE LIABLE FOR DIRECT DAMAGES.

7.5 In the event that any Program license or services supplied under this Agreement is deemed to constitute a supply of goods or services to a consumer as defined in the Consumer Guarantees Act 1993 as amended or other legislation ("the Acts") nothing contained in this Agreement excludes, restricts or modifies any condition, warranty or other obligation herein, where to do so is unlawful. To the full extent permitted by law, where the benefit of any such condition, warranty or other obligation is conferred upon You pursuant to any of the Acts, Appeon's sole liability for breach of any such condition, warranty or other obligation shall be limited to: (a) in relation to goods: (i) replacement or repair, or (ii) refund of the fees paid for such goods; and (b) in relation to services: (i) the supplying of the services again, or (ii) refund of the fees paid for such services; as in each case Appeon may elect.

South Africa

a) Limitations on Liability (Section 7.4): The following replaces the terms of Section 7.4 in its entirety:

7.4 UNDER NO CIRCUMSTANCES SHALL APPEON, NOR ITS AFFILIATES, NOR ANY OF ITS LICENSORS BE LIABLE TO THE CUSTOMER FOR ANY OF THE FOLLOWING TYPES OF LOSS OR DAMAGE ARISING UNDER OR IN RELATION TO THIS AGREEMENT (WHETHER ARISING OUT OF ANY INDEMNITY IN THIS AGREEMENT, BREACH OF CONTRACT, DELICT (INCLUDING, BUT NOT LIMITED TO NEGLIGENCE AND GROSS NEGLIGENCE), MISREPRESENTATION (WHETHER UNDER THE LAW OF DELICT OR STATUTORY), BREACH OF STATUTORY DUTY, BREACH OF WARRANTY, CLAIMS BY THIRD PARTIES FROM ANY REPUDIATORY, MATERIAL OR OTHER BREACH (HOWEVER MINOR) OF THIS AGREEMENT (WHETHER OR NOT INTENTIONAL), FROM WILFUL MISCONDUCT OR OTHERWISE): (a) (i) ANY LOSS OR INACCURACY OF DATA, (ii) LOSS OF PROFITS, (iii) LOSS OF BUSINESS, (iv) LOSS RESULTING FROM BUSINESS DISRUPTION, (v) LOSS OF CONTRACTS, (vi) LOSS OF REVENUE, (vii) LOSS OF ANTICIPATED SAVINGS, (viii) LOSS OF GOODWILL, (ix) LOSS OF REPUTATION, (x) PAYMENTS MADE TO A THIRD PARTY, (xi) LOST OR WASTED MANAGEMENT TIME OR TIME OF OTHER EMPLOYEES OR CONTRACTORS, (xii) CHARGES LEVIED BY ANY THIRD PARTY, (xiii) ANY ADDITIONAL BANK BORROWINGS OR CHARGES RELATING TO BANK BORROWINGS, (xiv) COSTS OF RECOVERING DEBT (REGARDLESS OF WHETHER DUE) OR (xv) ANY ADMINISTRATIVE COSTS (REGARDLESS OF WHETHER THESE TYPES OF LOSS OR DAMAGE LISTED IN THIS SUB-PARAGRAPH (a) ARE DIRECT, INDIRECT, SPECIAL OR CONSEQUENTIAL); OR (b) ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL LOSSES OR DAMAGES WHATSOEVER, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES. UNDER NO CIRCUMSTANCES SHALL THE TOTAL AGGREGATE LIABILITY OF APPEON (OR ITS AFFILIATES) TO THE CUSTOMER (HOWEVER ARISING) UNDER OR IN CONNECTION WITH THIS AGREEMENT, INCLUDING (BUT NOT LIMITED TO) LIABILITY UNDER ANY INDEMNITY IN THIS AGREEMENT, FOR BREACH OF CONTRACT, DELICT (INCLUDING, BUT NOT LIMITED TO NEGLIGENCE AND GROSS NEGLIGENCE), MISREPRESENTATION (WHETHER UNDER THE LAW OF DELICT OR STATUTORY), BREACH OF STATUTORY DUTY, BREACH OF WARRANTY, CLAIMS BY ANY THIRD PARTIES FROM ANY REPUDIATORY, MATERIAL OR OTHER BREACH (HOWEVER MINOR) OF THIS AGREEMENT (WHETHER OR NOT INTENTIONAL), FROM WILFUL MISCONDUCT OR OTHERWISE, EXCEED AN AMOUNT EQUAL TO THE LICENSE OR SUPPORT FEES PAID FOR THE PROGRAM OR SERVICES GIVING RISE TO THE CLAIM. LICENSORS OF SOFTWARE COMPONENTS INCLUDED IN APPEON PRODUCTS SHALL NOT BE LIABLE FOR DIRECT DAMAGES. NOTWITHSTANDING ANY OTHER CLAUSE IN THIS AGREEMENT, APPEON DOES NOT EXCLUDE OR LIMIT ITS LIABILITY FOR DEATH OR PERSONAL INJURY CAUSED BY ITS NEGLIGENCE OR FOR ANY LIABILITY WHICH CAN NOT BE EXCLUDED BY LAW.

United Kingdom and Europe, Middle East, and Africa (except Belgium, Denmark, Germany, Netherlands, Norway, South Africa, Sweden, and Switzerland)

a) Limitations on Liability (Section 7.4): The following replaces the terms of Section 7.4 in its entirety:

7.4.1 UNDER NO CIRCUMSTANCES SHALL APPEON, NOR ITS AFFILIATES, NOR ANY IF ITS LICENSORS BE LIABLE TO THE CUSTOMER FOR ANY OF THE FOLLOWING TYPES OF LOSS OR DAMAGE ARISING UNDER OR IN RELATION TO THIS AGREEMENT (WHETHER ARISING OUT OF LIABILITY UNDER BREACH OF CONTRACT, TORT (INCLUDING BUT NOT LIMITED TO NEGLIGENCE), ANY INDEMNITY IN THIS AGREEMENT, MISREPRESENTATION (WHETHER TORTIOUS OR STATUTORY), BREACH OF STATUTORY DUTY, BREACH OF WARRANTY, CLAIMS BY THIRD PARTIES FROM ANY REPUDIATORY, MATERIAL OR OTHER BREACH (HOWEVER MINOR) OF THIS AGREEMENT (WHETHER OR NOT INTENTIONAL), FROM WILFUL MISCONDUCT OR OTHERWISE): (a) (i) ANY LOSS OR INACCURACY OF DATA, (ii) LOSS OF PROFITS, (iii) LOSS OF BUSINESS (iv) LOSS RESULTING FROM BUSINESS DISRUPTION, (v) LOSS OF CONTRACTS, (vi) LOSS OF REVENUE, (vii) LOSS OF ANTICIPATED SAVINGS, (viii) LOSS OF GOODWILL, (ix) LOSS OF REPUTATION (x) PAYMENTS MADE TO A THIRD PARTY (xi) LOST OR WASTED MANAGEMENT TIME OR TIME OF OTHER EMPLOYEES OR CONTRACTORS, (xii) CHARGES LEVIED BY ANY THIRD PARTY, (xiii) ANY ADDITIONAL BANK BORROWINGS OR CHARGES RELATING TO BANK BORROWINGS, COSTS OF RECOVERING DEBT (REGARDLESS OF WHETHER DUE) OR (xiv) ANY ADMINISTRATIVE COSTS, (REGARDLESS OF WHETHER THESE TYPES OF LOSS OR DAMAGE LISTED IN THIS SUB-PARAGRAPH (a) ARE DIRECT, INDIRECT, SPECIAL OR CONSEQUENTIAL); or (b) ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL LOSSES OR DAMAGES WHATSOEVER, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES.

7.4.2 SUBJECT TO SECTION 7.4.4, UNDER NO CIRCUMSTANCES SHALL THE TOTAL AGGREGATE LIABILITY OF APPEON (OR ITS AFFILIATES) TO YOU (HOWEVER ARISING) UNDER OR IN RELATION TO THIS AGREEMENT OR IN CONNECTION WITH YOUR USE OF THE PROGRAM OR RELATED SERVICES, INCLUDING (BUT NOT LIMITED TO) LIABILITY FOR BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), UNDER ANY INDEMNITY IN THIS AGREEMENT, MISREPRESENTATION (WHETHER TORTIOUS OR STATUTORY), BREACH OF STATUTORY DUTY, BREACH OF WARRANTY, CLAIMS BY THIRD PARTIES FROM ANY REPUDIATORY, MATERIAL OR OTHER BREACH (HOWEVER MINOR) OF THIS AGREEMENT (WHETHER OR NOT INTENTIONAL), FROM WILFUL MISCONDUCT OR OTHERWISE, EXCEED AN AMOUNT EQUAL TO THE LICENSE OR SERVICE FEES PAID FOR THE PROGRAM OR SERVICES GIVING RISE TO THE CLAIM.

7.4.3 FOR THE AVOIDANCE OF DOUBT, LICENSORS OF SOFTWARE COMPONENTS INCLUDED IN APPEON PRODUCTS SHALL NOT BE LIABLE TO YOU IN ANY CIRCUMSTANCES FOR DAMAGES (WHETHER DIRECT OR INDIRECT).

7.4.4 NOTWITHSTANDING ANY OTHER CLAUSE IN THIS AGREEMENT, APPEON DOES NOT EXCLUDE OR LIMIT ITS LIABILITY FOR DEATH OR PERSONAL INJURY CAUSED BY ITS NEGLIGENCE OR FOR ANY LIABILITY WHICH CAN NOT BE EXCLUDED BY LAW.

11. ABBREVIATIONS AND DEFINITIONS.

"Affiliate" of a party – means (i) any legal entity that, directly or indirectly, owns more than fifty percent (50%) of the outstanding voting securities of that party, and (ii) any legal entity that, directly or indirectly, is Controlled by that party. "Control" means the direct or indirect possession of the power to direct or cause the direction of the management and policies of an entity, whether through ownership, by contract or otherwise."

"Agreement" – means this software license agreement, together with each Order Form and/or Purchase Order, any applicable supplements, amendments, addenda, and product-specific license terms.

"Appeon" – means Appeon Inc., a California corporation with corporate registration number C4021400.

"Business Application" – means the compiled or generated output from the Program that shall be Used by You for Your internal business purposes only.

"Development and Test License" or "DT" – means a User Session License or Server License that is for development and testing purposes. You are not authorized to alter, remove, or circumvent watermarks or other mechanisms in the Program.

"Documentation" – means the installation instructions and user manuals supplied with the Program.

"Downgrade" – means migration from one edition of the Program to another edition with decreased functionality.

"ESD" – means electronic software download.

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