

# **LICENSING & SUPPORT TERMS**

Innovative Routines International (IRI), Inc. (The CoSort Co.) licenses <u>Voracity</u>® on a subscription or perpetual use basis. This NDA-confidential document stipulate default licensing and support terms and conditions that can also be provided in an end-user license agreement (EULA) available on request.

## **Definitions**

"Voracity" is the IRI data management platform product for data discovery, integration, migration, governance, and analytic operations described <u>here</u>. For the purposes of *Voracity* licensing, only the base *Server* and *Client* components defined below are included in the quoted cost, with premium options licensed separately. The default (Base) vs. optional (Premium) components are described <u>here</u>.

"Server(s)" are one or more licensed Windows, Linux, or Unix computer *hostnames* running the back-end IRI CoSort executable called <u>SortCL</u>, which performs the data transformation, masking, cleansing, conversion, reporting, subsetting and test data generation functions in Voracity. For the purposes of *Voracity* licensing, only the total number of SortCL-executing hostnames with license keys are considered); this total may or may not correspond to physical servers and configuration is immaterial.

"Client(s)" refer to the IRI Workbench graphical user interface (GUI) for Voracity built on Eclipse<sup>TM</sup>, which is used to design, run, and otherwise manage Voracity jobs as described <u>here</u>. For the purposes of *Voracity* licensing, there is no cost to use the Windows version of the *Client*.

"*Standalone utilities*" include the command-line SortCL executable, and other programs in the CoSort package that run on the command line or other applications outside the Voracity *Client*.

"*Runtime Routine(s)*" are any *IRI*-provided and documented executable, callable library module, or field-level function designed for integration and redistribution with non-Voracity software or applications. Their use must be licensed under a separate royalty agreement.

**"Documentation"** refers to functional descriptions of the base Voracity package, directions for its installation and use, and any other content **IRI** provides for a user to perform Voracity functions or develop applications using the *Runtime Routines*.

"*Related documentation*" refers to *IRI* instructions and programs used in development or testing, and information about past and planned features or releases, plus solutions to various problems and software bugs/errors.

"*Revision*" means any correction, modification, or update that may or may not constitute a new release or version of *Voracity* or its base *Server* or *Client* software, but one that enables *Licensee* to remain operational with the documented base features of *Voracity*.

### Licensing Terms

*IRI Voracity* is licensed for either one of five-year terms by default, although other terms are possible, as is perpetual use. License tiers represent increasingly discounted unit rates, as do long terms. See the pricing table available from IRI for guidelines and incentives.

There is no limit to the number of IRI Workbench job design *Clients* you can use in any pricing tier below. Each tier reflects only the highest number of SortCL "*Server*" executables installed and licensed, typically on back-end DB *Servers* or even some test/dev client hardware. No pricing distinction is made for differential use; i.e., for production, dev/test/QA, or disaster recovery/HA/failover. Any hostname with a licensed executable that can run jobs equally joins the total license count for price tier determinations, even if the *Server* and client machine are the same, which is not uncommon for debugging convenience.

Licenses within tiers may not be transferred between *Servers* in one-year subscriptions, and the need for additional licenses may trigger a higher pricing tier (if the *Server* count goes over a tier limit). The restriction on *Server* transfers is waived in pre-paid five-year subscriptions or perpetual use, however, and would then require written certification of deletion from the source *System* before a new target *System* license key is provided for the remainder of the pre-paid term.

## Support Terms

IRI includes maintenance for Voracity with its OpEx subscriptions, and in the first year of perpetual use CapEX licenses. Maintenance in either case consists of several services:

#### Training

In addition to demonstration sessions online, IRI will also provide a reasonable number of online orientation and POC help sessions, plus one full day of free online training for each price licensing tier. Additional, customized training and implementation services are available at IRI's daily rate of USD \$1K.

#### Answers

IRI provides Voracity technical support by phone, web conference, and Email Monday through Friday, between 9am and 6pm Eastern Time. Optional 24-hour per day, 7-day per week support is available for an additional US \$5,000.00 per server pricing tier.

#### Fixes

Maintenance also includes fixes to reported problems with documented features in a timely manner. Service Level Agreement (SLA) conditions historically exceed industry standards for response times based on common priority levels:

Severity 1 - production stop - same day response, top priority remediation Severity 2 - workaround available - 1 or 2 day response, priority discussed Severity 3 - feature tweak - 1 or 2 day response, remediation varies

#### Updates

*Revisions* to Voracity that IRI routinely makes as part of its upgrades, and/or those changes necessary to assure its documented operational capacities, will be provided at no cost. You may choose not to accept these updates, but be advised that IRI may not be able to support versions more than two (2) years after their initial release. In addition, IRI may announce a major new release of the underlying CoSort package that will be available free of charge so long as your subscription is in effect, or your annual maintenance payments are up to date in a perpetual license. A *Revision* involving custom features requires professional services under a separate, collaboratively created Statement of Work (SoW).