

### Ensemble Products

Processor-based Products. There are two Ensemble Processor-based Products: **Ensemble Elite**, which is primarily a messaging system, and **Ensemble Enterprise**, which includes InterSystems latest core technology and is suitable for developing functionally-rich composite applications and integration solutions at any scale. These products differ in their capabilities, capacity and flexibility, as shown in the following table.

	<b>Ensemble Elite</b>	<b>Ensemble Enterprise</b>
Processor Cores Included / Maximum	8 / Unlimited <sup>1</sup>	8 / Unlimited <sup>1</sup>
Concurrent Users Included / Maximum	25 per 4 cores / 25 per 4 cores	50 per 4 cores / Unlimited <sup>1</sup>
Standard Configuration	Single-Server Platform-Specific	Single-Server Platform-Specific
Optional Configurations (priced separately)	Multi-Server <sup>2</sup> Platform-Independent	Multi-Server Platform-Independent
Additional Capabilities Included	Advanced Security	Advanced Security DeepSee Analytics iKnow Web Add-On
Optional Capabilities (priced separately)	Web Add-On	

1. Not limited by the product or license type but may be limited by other hardware or software constraints.
2. Does not include Enterprise Cache Protocol (ECP).

User-based Products. There are three Ensemble User-based Products. They differ in their capabilities, capacity and flexibility, as shown in the following table.

	<b>Ensemble C1</b>	<b>Ensemble C2</b>	<b>Ensemble C4</b>
Maximum Processor Cores	16	Unlimited <sup>1</sup>	Unlimited <sup>1</sup>
Maximum Users / Devices	Concurrent Users: 80	Concurrent Users: 200	Concurrent Users: Unlimited <sup>1</sup>
Maximum Databases	250	Unlimited <sup>1</sup>	Unlimited <sup>1</sup>
Total Database Size	500GB	Unlimited <sup>1</sup>	Unlimited <sup>1</sup>
Additional Capabilities	Advanced	Advanced	Advanced

	<b>Ensemble C1</b>	<b>Ensemble C2</b>	<b>Ensemble C4</b>
Included	Security	Security iKnow <sup>2</sup> DeepSee Analytics <sup>2</sup>	Security iKnow <sup>2</sup> DeepSee Analytics <sup>2</sup>
Optional Capabilities (Priced Separately)	Multi-Server <sup>3</sup> Web Add-On	Multi-Server Platform Independence Web Add-On	Multi-Server Platform Independence Web Add-On

1. Not limited by the product or license type but may be limited by other hardware or software constraints.
2. Subject to InterSystems' prior approval, additional iKnow and DeepSee capabilities may be offered when Caché or Ensemble is the core technology used to develop and deploy a Partner's application. Such additional capabilities may only be used with the data maintained by such application. For DeepSee Analytics, these additional capabilities include the ability to create, modify and use dashboards, graphs, pivot tables, and other analytic components, but not the ability to create or modify data models.
3. Does not include Enterprise Cache Protocol (ECP).

With Ensemble User-based products, processing for non-user-based applications, such as messaging, is limited to a maximum of 25% of overall usage. If greater capacity is needed – for instance, for a messaging application with few users – then another Ensemble product should be licensed.

## Additional Functional Capabilities

**Advanced Security** is provided with all Ensemble products and it includes database/journal encryption, LDAP/Kerberos authentication, and SSL/TLS connections.

**DeepSee Analytics** provides embedded real time business intelligence capabilities. It is included with Ensemble Enterprise, C2 and C4 Licenses, but not available with other Ensemble products.

**iKnow**, InterSystems advanced technology for gaining insight from unstructured data, is included with Ensemble Enterprise, C2 and C4 Licenses, but is not available with other Ensemble products.

An Ensemble product that includes **Web Add-On** enables an unlimited number of unidentified users to run public Web applications that are built using Ensemble Web development technologies. (A "public Web application" is a browser-based application in which all information is freely accessible by any user without security or other user-based restrictions and for which users are not identified to either Ensemble or the application.) Web Add-On must be used in conjunction with an Ensemble product, which provides license capacity for all other users on the system. If a public Web application user becomes identified, as would typically occur before permitting access to non-public information, that user would then be counted as a Concurrent User for determining the License size. Web Add-On is included with

Ensemble Enterprise and offered as an extra-price option with all other Ensemble products.

**Backup Servers.** A License for an Ensemble product includes the ability to run another instance of the licensed Ensemble product on an alternate system, such as an unconnected spare computer or another server in a fail-over cluster, in the event that the primary server fails. This capability is subject to the following requirements: only one server at a time may run Ensemble in production mode; the alternate server does not maintain any Ensemble databases, although it may access those maintained on the primary server; and the instance of Ensemble on the alternate server shall be the same platform and meet the same license restrictions as the instance on the primary server.

To use InterSystems database mirroring technology, an Ensemble multi-server product is required for the primary server. As long as the secondary server employs asynchronous mirroring only for backup / failover purposes, a separate License for an Ensemble product is not required. If such secondary server is used for additional functions, such as reporting, then an additional multi-server License for an Ensemble product is required.

## Types of Licenses

Ensemble products are licensed as either a Paid-up license or on a subscription basis (both are referred to as “Licenses”).

A “**Subscription License**” does not have a specified term and includes the right to use the software and to receive InterSystems Software Updates and Technical Assistance.

A “**Paid-up License**” has a term of 30 years. Software Updates and Technical Assistance must be purchased separately.

A License may be granted to an End User for internal use; when granted through a Partner, such internal use shall be limited to that Partner’s application. A License may be granted to a Partner for that Partner to operate its application or solution.

## License Size

**Concurrent Users.** For Ensemble User-based products, the size of a License is based on the number of Concurrent Users. Such a License enables one or more systems to be accessed by some number of Concurrent Users at any point in time. A License must be large enough to accommodate the maximum number of users that access Ensemble *at one time*. Non-user-based applications, such as message processing, are not limited by the number of Concurrent Users. However, processing for non-user-based applications is limited to a maximum of 25% of overall usage. If greater capacity is needed then another Ensemble product should be licensed.

When counting Concurrent Users, each person connecting from a single device counts as one user. A person connecting from multiple devices simultaneously counts as multiple users. A user can have multiple (up to twelve) concurrent connections or processes. In addition to people, each device (other than standard computer peripherals) counts as one user. For instance, each medical device, scientific instrument, piece of factory equipment, or interface that uses Ensemble counts as a user. People or devices count as users whether they connect to Ensemble directly or indirectly. If connection pooling or other hardware or software is used to multiplex access to Ensemble, each person still counts as an individual user.

**Processor Cores.** For Ensemble processor-based products, the size of a License is based on the number of Processor Cores. In addition, each such License includes a certain number of Concurrent Users with each set of 4 cores. Additional Concurrent User capacity per core can be purchased for Enterprise but not for Elite.

For purposes of counting, all Processor Cores accessible to Ensemble within the licensed computer are counted, whether or not Ensemble uses those Processor Cores. Each Ensemble License includes capacity for a minimum of 8 cores. Additional capacity can be added in increments of 4 cores.

## License Configuration Options

Ensemble Licenses are available in the following configurations.

**Single-Server / Multi-Server Licenses.** Ensemble Licenses are available in single-server and multi-server versions. An Ensemble single-server License enables use of Ensemble on a single server. An Ensemble multi-server License enables use of Ensemble on multiple servers and provides: database mirroring, dynamic sharing of Concurrent User capacity across a set of servers using a single Ensemble License server and the ability to run multiple instances of Ensemble on one server (using the same cores). In addition, a multi-server License for Ensemble Enterprise, C2 and C4 (but not Ensemble Elite or C1) includes InterSystems Enterprise Cache Protocol (ECP) technology, which provides ultra-scalable distributed database capabilities.

**Platform-Independent / Platform-Specific Licenses.** Ensemble Licenses are available in either platform-specific or platform-independent versions. A “platform” is a family of computers that use the same operating system and have a software compatible CPU instruction set and architecture. A platform-specific License operates on a single platform. It can be transferred to another computer of the same platform, but not to a different platform. A platform-independent License, on the other hand, can operate in multiple (mixed) platform configurations and can be transferred to other platforms.

## Upgrades, Transfers and Trade-Ins.

**Upgrades.** A Paid-up License can be upgraded to a larger Processor Core or Concurrent User count (of the same License type) by paying the difference in License Fees between the two License sizes, based on the prices and policies at the time of the upgrade. A Paid-up License cannot be downgraded. Subscription Licenses can be upgraded to a larger size, downgraded to a smaller size or terminated upon 30 days' advance written notice to InterSystems. The Subscription Fee for the new

Subscription License size shall be due beginning on the effective date of such License size change.

**Transfers.** A Paid-up License can be transferred at no charge to another computer of the same platform. A platform-independent License can be transferred to a different, equally-priced platform at no charge if it is covered by Software Updates and the new computer is supported by the Ensemble License type.

**Trade-Ins.** Except for those cases listed above, a Paid-up License cannot be transferred to another computer. Instead, a credit towards the purchase of a new Paid-up License can be obtained by trading-in the old License. These credits are also provided for trade-ins from a License of one Ensemble product to another. There are no trade-in credits for Subscription Licenses.

For the most common types of trade-ins, the Trade-In Factor is 100%. For other types of trade-ins, there is a variable Trade-In Factor based on the age of the License.

<b>Trade-In Type</b>	<b>Factor</b>
Between Ensemble products (e.g. Elite to Enterprise or C1 to C2)	100%
From Single-Server to Multi-Server	100%
From Platform-Specific to a different Platform	Age-Based
From Platform-Specific to Platform-Independent	Age-Based

The trade-in credit is equal to the discounted current License Fee for the old License (or, if it is less, the discounted current License Fee for the new License) multiplied by the Trade-In Factor shown in the table above. If the Trade-In Factor is "Age-Based", then the percentage is based on the age of the License: 100% in year 1, 67% in years 2 and 3, and 33% thereafter. The trade-in credit cannot exceed the amount actually paid for the old License.

If the Trade-In Factor is less than 100%, then the License age is reset to new (for future trade-ins) at the time of the trade-in. If the Trade-In Factor is 100%, then the age of the License is not reset.

No trade-in credit is given for systems not covered by the Software Updates Program. Transfers and trade-ins are only permitted if the old and new computers are used by the same licensee. Only one-for-one trade-ins are permitted; multiple Licenses cannot be traded-in toward a single new License. InterSystems reserves the right to determine transfer and trade-in eligibility. InterSystems must be notified before any transfer or trade-in occurs, even if no charge applies.

**Requirements for Partners.** A Partner can upgrade or trade-in a License granted to an End User, provided that (a) Product Support is provided for such License at the time of the upgrade or trade-in and (b) the Partner sold the original License to the

End User. Any such upgraded or replacement License shall carry the same restrictions as the original License.

## Product Support

InterSystems offers two types of Product Support: Software Updates and Technical Assistance.

The **Software Updates** program provides free updates to new software versions. In addition, when switching computers, the Software Updates program provides free transfers in some cases and trade-in credits in other cases.

The **Technical Assistance** program provides assistance via telephone, fax, or email for problem resolution during normal business hours; emergency assistance 24 hours/day, 7 days/week; and problem updates via email.

**Requirements.** Participation in the Software Updates program is a prerequisite for Technical Assistance. Product Support are only available for current releases of each product. On-site software installation is not included in Product Support or License Fees. First year Software Updates and Technical Assistance coverage is required for all new Paid-up Licenses. Software Updates coverage must continue for Platform-Independent Licenses in order to maintain their platform independence. If an Ensemble License is covered by Software Updates or Technical Assistance, then all systems running that Ensemble product that are actively used by the End User must be covered. Software Updates and Technical Assistance charges commence seven days after shipment and 30 days' advance notice is required to terminate coverage.

**Reinstatement of Product Support.** To initiate Software Updates and Technical Assistance coverage for a Paid-up License that is not currently covered, a reinstatement fee of two times the missed fees (at list price using the pricing in effect at the time of the reinstatement) is charged.

The limited warranty accompanying each License does not include Software Updates or Technical Assistance coverage.

## Information Sharing

Information that is subject to privacy or security laws or regulations or to other confidentiality obligations, including, but not limited to, any personal, sensitive, or confidential information, must only be transmitted to or shared with InterSystems in accordance with (i) applicable laws, regulations and confidentiality obligations and (ii) the [InterSystems Information Sharing Terms](#), which is available on the [InterSystems CyberSecurity](#) website. These terms and conditions ensure the appropriate protections for and the necessary safeguards surrounding the transmission and sharing of personal, sensitive and confidential information. The failure of the Partner or End User, as the case may be, to abide by these terms and conditions will not obligate InterSystems with regard to any confidentiality or security requirements under contract or, to the extent permitted, law and Partner or End User, as the case may be, agrees to indemnify InterSystems with regard to any claims arising out of such failure.

## U.S. Federal Government Use

*[This clause applies to any use of the Licensed Software by any U.S. federal*

*government entity, agency or department].*

The Licensed Software is commercial computer software and commercial computer software documentation as those terms are defined in the Federal Acquisition Regulation (FAR) and the Defense Federal Acquisition Regulation Supplement (DFARS). The Licensed Software is for the United States federal government's end use subject to the terms and conditions of the License Agreement, which is a customary commercial license provided in accordance with FAR [48 C.F.R.] 12.211 (Technical Data) and FAR [48 C.F.R.] 12.212 (Software) and, for End Users that are Department of Defense Government Entities, DFARS [48 C.F.R.] 252.227-7015 (Technical Data – Commercial Items), DFARS [48 C.F.R.] 227.7202-1 (Commercial Computer Software or Commercial Computer Software Documentation Shall be Acquired under the Licenses Customarily Provided to the Public), DFARS [48 C.F.R.] 227.7202-3 (Rights in Commercial Computer Software or Computer Software Documentation), and DFARS [48 C.F.R.] 227.7202-4 (Contract Clause Governing the Government's Rights in Commercial Computer Software or Commercial Computer Software Documentation). The License Agreement is in lieu of, and supersedes, any other provisions or terms and conditions addressing the United States federal government's rights in the Licensed Software.

## **Renewals**

Unless provided otherwise in the License Agreement, Product Support and Subscription Licenses are automatically renewed each year on the anniversary of the Effective Date of the original License unless InterSystems receives notice from the Partner or the End User, as the case may be, of non-renewal no later than 30 calendar days prior to the anniversary of the Effective Date or InterSystems provides notice to the Partner or the End User, as the case may be, of non-renewal no later than 120 calendar days prior to the anniversary of the Effective Date.

## **License Agreement**

Ensemble products and support are offered and made available pursuant to a License Agreement, which incorporate these terms by reference. The License Agreement contains additional terms and conditions applicable to the licensing, use and support of InterSystems products. The type, scope, size and limitations on each Ensemble License are specified in the License Agreement. Capitalized terms used herein and not otherwise defined have the meanings set forth in the License Agreement. Software is delivered with a license key that restricts the size and scope of the License. The license key may not be copied nor may the restrictions contained therein be circumvented in any way without the express written permission of InterSystems.

## **Pre-Release and User-Specific Software**

InterSystems may make field test or other pre-release versions of its software products available from time to time. In addition, InterSystems may develop user-specific software code during the course of providing Product Support or other services. All such pre-release and user-specific software is owned by InterSystems and shall be made available to be used by the End User on an "as is" basis. Standard warranty and indemnification provisions do not apply and Product Support are not provided for such software.

## **Open Source and Third-Party Software**

Open source software and any third-party software or content incorporated into or shipped with the Licensed Software shall be subject to the terms and conditions applicable to such software or content, which terms and conditions are either publicly available and/or provided by InterSystems at [www.InterSystems.com/ThirdPartyProducts](http://www.InterSystems.com/ThirdPartyProducts).

## **Runtime Services**

Certain InterSystems products are available with enhanced features and functionality that are provided through runtime services (Runtime Services) offered by one or more third-parties (a Third-Party Provider) and may include the sharing of some of Customer's data (Customer Data) with the Third-Party Provider. In some cases, the use of a Runtime Service will be an optional add-on feature. In others, access to a Runtime Service will be included with the Customer's License to use the underlying Licensed Software. While the software provided by InterSystems allowing the Customer to utilize a Runtime Service is part of the Licensed Software, the Runtime Service itself shall not be considered part of the Licensed Software. The details of a particular Runtime Service, the Third-Party Provider, any Customer Data shared with the Third-Party Provider, together with the terms and conditions for the use of such Runtime Service are set forth in a specification (Runtime Service Specification) attached to the Customer's License Profile. Where a Runtime Service includes artificial intelligence features, InterSystems' Guidelines for Responsible Use of Artificial Intelligence, available at [www.InterSystems.com/AI-Use-Guidelines](http://www.InterSystems.com/AI-Use-Guidelines), shall apply.

## **Regulatory Compliance**

The End User acknowledges that it is responsible for complying with all laws and regulations applicable to End User regardless of whether InterSystems assists, directs, or provides other services in connection with the implementation of InterSystems software. The End User further acknowledges that InterSystems accepts no responsibility for End User's failure to comply with any such law or regulation.

## **Additional Charges**

InterSystems shall not be responsible for any travel expenses, wire fees, sales taxes, value added taxes, import duties, or other government-imposed charges applicable to the License and Product Support. If the customer requests that InterSystems use a billing or other service, InterSystems will pass on all fees or other charges imposed by such billing service, together with a reasonable administrative charge. Shipping terms are FOB destination, unless otherwise noted on the invoice. The Partner or End User, as the case may be, shall pay shipping and handling charges as detailed on each invoice.

## **Payment Terms**

Payment is due within 30 days of the InterSystems invoice date. Subscription License fees and Product Support fees must be paid in advance of the corresponding coverage period and are non-refundable.

## **Changes**

Subject to the provisions of the License Agreement, InterSystems may update these terms from time to time upon posting such modified terms at the same URL, provided however that InterSystems shall endeavor to notify customers (which notice may be provided by email) of pricing changes at least (a) 30 days prior to the effective date of a change in Paid-up License fees and (b) 90 days prior to the effective date of a change

in the fees for Subscription Licenses and Product Support. You are encouraged to check this URL on a regular basis. Upon posting such update, these terms shall be considered amended and restated without further action by either Party.

Notwithstanding the foregoing, InterSystems shall not materially increase your responsibilities nor materially diminish its responsibilities hereunder without providing at least 30 days' prior notice to you. Any such notice shall be sent to the Compliance Contact specified in your Profile/Order or otherwise communicated to InterSystems. If no Compliance Contact is named, then notice shall be sent to the business contact person named in the Profile/Order.

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