



Software License Schedule (SLS)

PART 3 – GoSignMeUp Software License Schedule (SLS)

The Software and Programs listed below are licensed under the following terms and conditions in addition to those of the Master Software License Agreement (MSLA) Terms and Conditions.

Authorizations for use: The following is the current list of GoSignMeUp software products. The products are licensed and packaged separately and must be specifically listed and included in your Software License Entitlement (SLE) Order Letter. Depending on the product, the SLE will specify either hosted by GoSignMeUp under an annual “software as a service” model or Licensed on client’s server, or personal Computer. In either case, clients may not copy and use Programs on additional computers without paying additional license fees.

Program Name: GoSignMeUp Online Course Registration Software. Base product, plus any add on modules will be listed in your Software License Entitlement (SLE).



1. Program-unique Terms

"Client" means any personal computer, minicomputer, mainframe, workstation, or other computer device that interacts with a Server Program; provided, however, that for the purposes of this agreement, "Client" will not be construed to mean a computer server running the Server Program.

"Computing Environment" means either (a) a single physical computer, computer partition, or blade computer or (b) two or more physical computers, computer partitions, or blade computers that are linked by a network and that operate together on the same workloads as if they were a single physical computer.

"CPU" means a functional unit in a physical hardware system that interprets and executes instructions and contains one or more processing cores. For the purposes of this agreement, (a) a physical math co-processor chip or any physical processor chip having a primary function to off-load processing from the primary central processors is a CPU and (b) the definition of CPU does not include virtual or emulated processors operating in a physical or virtual hardware system or processor chips having a primary function to support video or sound.

"Enterprise" means any legal entity that at all times (a) You own or have under Your common control by a factor of fifty percent (50%) or more and (b) that is the legal entity that is authorized to execute and administer this agreement on behalf of the Enterprise. For the purposes of any Enterprise License granted under this agreement, "Enterprise" will exclude (i) any new entity acquired by virtue of merger or acquisition after the effective date of this agreement, and (ii) any entity that, at any time during the term of this agreement, is sold, "spun off", liquidated, or that otherwise ceases to satisfy the elements of the definition of Enterprise set forth above.

"License" means each license granted under this agreement by GoSignMeUp to You, to use the Program as listed on a Software License Entitlement.

"Server" means a computer system that executes requested procedures, commands or applications to one or more user and/or client devices over a network. Where "blade" or "virtual server" technology is employed, each "blade" or "virtual server" counts as a discrete Server.

"Server Program" means a single copy (or partial copy) of a Program residing on a single physical computer server within a System. For clarity, a virtual computer server environment within a physical server is considered a separate computer server, and is counted as a second server for license purposes.

"System" means a discrete group of Your internal computer systems as designated by a unique GoSignMeUp issued system identification number.



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"User" and "Registrant" are synonymous to mean an individual authorized or permitted by You to use or access the Program, regardless whether the individual is actively using the Program at any given time or has ever used the Program. If a Client is programmed to use or access the Program in an automatic manner, then each discrete Client is also counted as an individual User.

2. General Charge Terms.

Your use of the Program may not exceed the level and type defined by the number of use authorizations You have acquired, as indicated in Your SLE. If Your use of the Program exceeds the level indicated in Your SLE, You must notify Your GoSignMeUp sales representative or GoSignMeUp Business Partner and purchase an appropriate number of licenses. The Program is available for licensing in accordance with one or more of the following levels of License Types:

- A. Named User (aka, Registrant).** If You are licensed on a Named User or Registrant User basis, the following will apply: Each Named User License acquired by You and shown on Your SLE entitles a single designated User to access the Program with no maximum limit on the duration of access or on the number of discrete accesses. The total number of Named Users registered in and able to log in to use the licensed Programs may not exceed the number evidenced by the SLE. This total number may include employees, contractors, agents, customers, students or any other person(s) you allow to register and maintain access to use the licensed programs.
- B. CPU.** If You are licensed on a CPU basis, the following will apply: Each CPU that is attached or otherwise available to run the Program will require one (1) CPU license (each a "CPU License"). The total number of CPUs that are attached or otherwise available to run the Program may not exceed the number authorized by the applicable SLE. For single processing core CPUs, the processing core and the CPU will collectively count as one (1) CPU. For multi-core CPUs, each processing core in a CPU that is in addition to the first processing core of that CPU will itself count as an additional CPU.
- C. Server License.** If You are licensed on a Server License basis, the following will apply: For each Server License You are granted, You may install the licensed Programs on one (1) Server. A license, as evidenced on the SLE, must be obtained for each Server on which the Program or a component of the Program is run and for each Server managed by the Program. The total number of Servers on which the licensed Programs are installed may not exceed the number evidenced by the SLE. Under this license type all servers with Program installed components or data used by program installed components must be licensed. This includes the application server, database server, web server, etc.

3. Additional Charge Information.

If You elect to use a concentrator or multiplexer technology to provide Users with access to the Program (whether hardware or software; e.g., web/IP server, gateway, etc.), then all Clients with the ability to access the Program via that technology will be counted individually for licensing purposes. GoSignMeUp's most current version of its User Guidelines will be used to determine the type of license necessary for these Users.

Special Note Regarding Software License Entitlement. For the purposes of this agreement, if GoSignMeUp does not provide You with a separate SLE, then the SLE will be the final GoSignMeUp approved version of the order form issued to You by GoSignMeUp or its reseller (provided that such order form specifies the name of the Program and the usage level acquired).

4. General Terms, Conditions, and Restrictions.

Notwithstanding any other terms of this agreement, including but not limited to the MSLA, the following will apply to all the Programs listed herein:

- A. Non-Transferable.** All Licenses are non-transferable and must be used solely for Your own internal use on Your Systems and in full compliance with all terms, conditions, and restrictions of this agreement and all applicable laws and regulations. Software programs or components other than the Program may be contained on the media on which the Program is delivered to You. Use of such other



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software programs or components is prohibited unless You acquire additional, appropriate licenses from GoSignMeUp.

- B. Special Terms Regarding Non-Production Licenses. If You acquire a license for non-production use of a Program (also indicated by the notation "Non-Prod" with respect to a Program in the SLE), then You are not permitted to use that Program for production use (including but not limited to processing of production data or for transferring data to any production business system) and Your use of that Program must be strictly limited to development, testing or quality assurance activities directly associated with implementation and maintenance of the Programs. Further, You may only use that Program for one of the following uses at any given time and for no other purposes:
 - a. For disaster recovery by replacing the function of the Program on a delayed basis when the Program has become temporarily unavailable due to a disaster or other serious problem;
 - b. For high availability by automatically or quickly replacing the function of the Program when it has become temporarily unavailable due to a disaster other serious problem; or
 - c. For development by conducting development, testing or quality assurance activities directly associated with implementation and maintenance of the Programs.
- C. Special Terms Regarding Legacy Programs. If You already own licenses for Programs or versions of Programs that are no longer made generally available for sale by GoSignMeUp ("Legacy Programs") and You and GoSignMeUp execute an express written agreement concerning follow-on purchases of licenses for those Legacy Programs, the terms of that express written agreement will govern Your use of those Programs.
- D. Verification. GoSignMeUp reserves the right to verify Your compliance with this agreement by monitoring remotely, via outbound email of system metrics generated by GoSignMeUp's system monitoring utility, during on-site service calls, or upon reasonable notice to You during standard business hours. This compliance activity will determine usage for each Program including named access as measured by GoSignMeUp's monitoring utility. If, as a result of this compliance activity, it is determined that Your usage has exceeded Your number of use authorizations lawfully acquired under this agreement, then You agree to purchase such additional Licenses as are necessary to bring Your use of the Programs into compliance with Your obligations. These rights and remedies are in addition to any and all other remedies that GoSignMeUp may have for breach of this License. You agree to comply with all relevant laws, and to obtain all consents necessary to allow GoSignMeUp to exercise its rights under this Section.
- E. U.S. Government Restricted Rights. The Software and Documentation are "Commercial Items," as that term is defined at 48 C.F.R. §2.101 (October 1995), consisting of "Commercial Computer Software" and "Commercial Computer Software Documentation," as those terms are used in 48 C.F.R. §12.212 (September 1995) or 48 C.F.R. §227.7202-1 through 7202-4 (June 1995) as applicable. Consistent with 48 C.F.R. §12.212 or 48 C.F.R. §§227.7202-1 through 7202-4, as applicable, the Commercial Computer Software and Commercial Computer Software Documentation are being licensed to U.S. Government end users (a) only as Commercial Items, and (b) with only those rights as are granted to all other end users pursuant to the terms and conditions of the applicable software license agreement. Contractor/manufacturer is: GoSignMeUp Corporation, 22672 Lambert Street Suite #609 Lake Forest, CA 92630 USA. Unpublished-rights reserved under the copyright laws of the United States.
- F. Restriction on Assignment. You may not assign, transfer, delegate, nor outsource to a third party, any of Your License rights or obligations, in whole or in part, without the express written permission of GoSignMeUp. You may not use the Program or any component thereof to provide a service bureau application or commercial hosting services to third parties unless agreed to in writing by GoSignMeUp. Contact Your GoSignMeUp Representative or GoSignMeUp Business Partner if You have any questions.
- G. Restriction on Reverse Engineering. Except to the extent the following restrictions are prohibited by applicable law, You may not, nor may You allow others to:



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- a. Modify, adapt, translate, reverse engineer, decompile or disassemble the Programs or any component thereof (including documentation obtained in conjunction with the Programs),
 - b. Use the Programs or any component thereof to or modify, adapt, translate, reverse engineer, decompile or disassemble other products of GoSignMeUp, or
 - c. Create derivative works based on the Programs (including documentation obtained in conjunction with the Program).
- H. Components. The Program consists of components including but not limited to components provided by GoSignMeUp suppliers (the "Component Providers"). You may only use the components in conjunction with Your authorized use of the Program; no component of the Program may be used by You separate from the Program as a whole. Ownership of the components provided by Component Providers is retained by the respective Component Provider or its licensors and constitutes the confidential and proprietary information of the respective Component Provider or its licensors. Certain components may be intended for use only with certain third party products. All such components may only be used by You in connection with such duly licensed third party products.

EACH COMPONENT PROVIDER DISCLAIMS ALL EXPRESS AND IMPLIED WARRANTIES INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. EXCEPT FOR THE LIMITED WARRANTY PROVIDED BY GoSignMeUp AND SET FORTH ABOVE THE PROGRAM INCLUDING ALL COMPONENTS IS PROVIDED "AS IS".