

# Product Usage Guideline

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## Table of Contents

<b>Introduction</b> .....	<b>3</b>
<b>Change History</b> .....	<b>4</b>
<b>Product Licensing</b> .....	<b>5</b>
Applicable Metric .....	5
System Metering .....	5
Change of Metric.....	5
Types of Licenses.....	6
Product Activation .....	6
Licenses for Partners (NFR) .....	6
Operations for Third Parties .....	6
Operations by Third Parties (Outsourcing).....	7
Usage of Older Versions .....	7
Usage of Advance Versions .....	7
Additional and Discontinued Functionality.....	7
Load Balancing and High Availability .....	7
Trial Systems.....	7
Documentation .....	8
<b>Product Maintenance</b> .....	<b>9</b>
General Regulation.....	9
Special Regulation for Long-Term Maintenance .....	10
Special regulation for extended maintenance .....	11
Special Regulation for Third-Party Software .....	12
Maintenance Status.....	12
Compatibility.....	13
Discontinuation.....	13
<b>Additional Services</b> .....	<b>15</b>
License Intelligence Service .....	15
Package Cloud.....	15
<b>Copyright</b> .....	<b>17</b>

## **Introduction**

This document has been prepared to help you understand the price list and the use rights, as described in the General Terms & Conditions. It also contains additional information on how to use our software in compliance with our licensing terms as well as explanations on the product maintenance and additional services.

## Change History

Date	Explanation	Chapter
01.11.2020	Added list of third-party software	<a href="#">Special Regulation for Third-Party Software</a>
	Documentation on the maintenance status of product versions outsourced (online help).	<a href="#">Maintenance Status</a>
01.09.2020	Advanced Agent and Linux-based Pre-Boot (EPE 4.x) as well as UUX-console for UEM were discontinued	<a href="#">Discontinuation</a>
01.08.2020	Inclusion of LIS Premium in the explanations	<a href="#">License Intelligence Service</a>
01.09.2019	Information about System Metering added.	<a href="#">System Metering</a>
01.03.2019	Revised statement of maintenance rules for improved comprehensibility	<a href="#">General Regulation</a> <a href="#">Special Regulation for Long-Term Maintenance</a> <a href="#">Special regulation for extended maintenance</a>
31.07.2018	Explanations on terms for changing metric	<a href="#">System Metering</a>
01.07.2017	Updated description according to price list	<a href="#">Applicable Metric</a>
30.04.2017	Power Management has been removed from this document	<a href="#">Maintenance Status</a>
01.01.2017	Change of metric for Oracle Database Compliance from „Server“ to „Database Instance“	<a href="#">Product Licensing</a>
31.10.2016	Rule about compatibility among product versions added	<a href="#">Compatibility</a>
30.09.2016	Change of regulation regarding Long-term Maintenance when using different products	<a href="#">Special Regulation for Long-Term Maintenance</a>
14.04.2016	Status of Maintenance for Service Store and Empirum	<a href="#">Maintenance Status</a>
01.02.2016	Improved explanations of general product maintenance	<a href="#">General Regulation</a>
	Special terms for long term maintenance have been added	<a href="#">Special Regulation for Long-Term Maintenance</a>
	Special terms for extended maintenance have been added	<a href="#">Special regulation for extended maintenance</a>

## Product Licensing

### Applicable Metric

As a rule, software products must be licensed based on a standardized license metric. It is not possible to mix license metrics "per Device" and "per User", except for products that cannot be licensed with those metrics.

#### Example 1:

- › Matrix42 Service Catalog is licensed, based on a "per user" metric
- › Matrix42 License Management must also be licensed "per user"

The number of required licenses can be calculated, based on the respective license metric of the licensed product. The respective basic product determines the number of licenses required for corresponding additional products.

#### Example 2:

- › Matrix42 Client Management (Empirum) has been licensed for 1,000 devices
- › Matrix42 Patch Management must also be licensed for 1,000 devices.

#### Example 3:

- › Matrix42 Compliance has been licensed for 1,100 devices (900 clients + 200 servers)
- › 60 Oracle databases are installed on 10 physical and 50 virtual machines, which run on 20 physical hosts.
- › Number of relevant database instances: 60
- › Matrix42 Oracle Database Compliance must be licensed for 60 database instances.

The license metric defines the scope of permitted usage of all licensed products and product modules. The functionality of the technical software included in the licensed products may be used for licensed devices or users only.

### System Metering

Our Software Asset & Service Management product supports you in auditing your Matrix42 software licenses. The software has a function that requests information about the licensing of the Matrix42 software at regular intervals and transmits the number of licenses used (by devices and users) to us. Personal data is not collected. The data transmitted with each process can be viewed on the server in the "metering" directory. Further details can be found in the product documentation.

### Change of Metric

A change of the metric for an acquired license stock is basically possible on request but requires the consent of Matrix42.

The calculation of the maintenance fees (UPS) applicable from the change is based on the price list for the new metric. In addition, it may occur that there are not enough licenses in the stock after the change, which means that they must be purchased.

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The following rules apply:

Change	Inventory Situation	Quantity of new license stock
<b>Device → User</b>	Device Count > User Count	User Count
<b>Device → User</b>	Device Count < User Count	Device Count
<b>Device → User</b>	Device Count = User Count	User Count
<b>User → Device</b>	Device Count > User Count	User Count
<b>User → Device</b>	Device Count < User Count	Device Count
<b>User → Device</b>	Device Count = User Count	Device Count

## Types of Licenses

Licenses for the Matrix42 products can either be purchased or leased. Leased licenses can be provided for the temporary usage of software to be operated on-premise or based on the "software as a service" (SaaS) model. Some selected products are only available as SaaS offerings. Please refer to the valid price list to find out which products are SaaS-only.

## Product Activation

Some products and online services are protected by technical measures, and a license key must be activated to be able to use these products or services. Please ensure that the keys you have been assigned are kept in a safe place and are treated as confidential. It is your responsibility to use the assigned keys and activate the products properly. You must not disclose these keys to any third parties, even after your contract with Matrix42 has been terminated or has expired.

## Licenses for Partners (NFR)

As a registered partner, you will receive licenses for internal training purposes upon request. These licenses are not suitable for resale ("*Not for Resale*", NFR).

You are not permitted to use these licenses for productive environments within your own company or make them available to third parties as temporary trials for evaluation purposes ("*proof of concept*"). Trials for third parties always require a trial license, which you can request separately for each case through the Matrix42 sales organization.

## Operations for Third Parties

Service providers that want to run Matrix42 software for their customers can conclude a separate agreement upon explicit request to cover this specific kind of usage.

In any case, they are not entitled to cede the software to any third parties for evaluation purposes or operate the software for third parties or have it operated by third parties for evaluation purposes.

## Operations by Third Parties (Outsourcing)

You are entitled to install and use permitted copies of the software on servers and other devices that are administrated and controlled by a third party. We explicitly refer to No. 8 of "Matrix42 AG's Terms of Use for Software".

Irrespective of the physical location and the ownership of hardware on which the software is used, the company that uses the software is responsible for all obligations arising out of the license terms and conditions.

## Usage of Older Versions

For any permitted copy or instance, you are entitled to create a copy or instance of an older version, instead of the licensed version, and store, install, execute or access this older version accordingly ("downgrade" permission).

You may use different versions of components only as defined in the product-specific compatibility matrix, which can be found in the respective release notes of your version in use.

If you use an older version, Matrix42 is not obliged to supply security updates or provide support for the product or service beyond the end of the respective standard support. Please read the explanations on "standard support" below.

## Usage of Advance Versions

Specific advance versions (e.g., beta versions), are subject to their respective specific terms & conditions, which are supplied with these versions. In general, advance versions may only be used on test systems.

## Additional and Discontinued Functionality

Subject to additional terms & conditions that are supplied with the respective update or add-on, you are entitled to use add-ons (such as free functionality packages) with the licensed software.

In case of software updates, Matrix42 is entitled to modify or discontinue previously available program functionality with prior notification.

## Load Balancing and High Availability

You are entitled to distribute the program components of an instance to multiple virtual or physical computer systems or run them in a cluster for load balancing and high availability purposes.

## Trial Systems

You are entitled to run any number of instances of the licensed products for testing and training purposes, if information gained and functionality executed with these instances is not used in productive environments.

## Documentation

Any person who has authorized access to the operated software is entitled to copy and use the documentation for internal use.



## Product Maintenance

### General Regulation

Product maintenance refers to the technical maintenance and bug fixing through the software manufacturer's maintenance work; this also includes the provision of hotfixes for critical problems.

As a rule, Matrix42 provides product maintenance for an available version only until the next version is available, with a minimum maintenance of 18 months. Please also refer to Matrix42 AG's General Terms & Conditions under [www.matrix42.com](http://www.matrix42.com).

Example: A product version is released in March 2016.

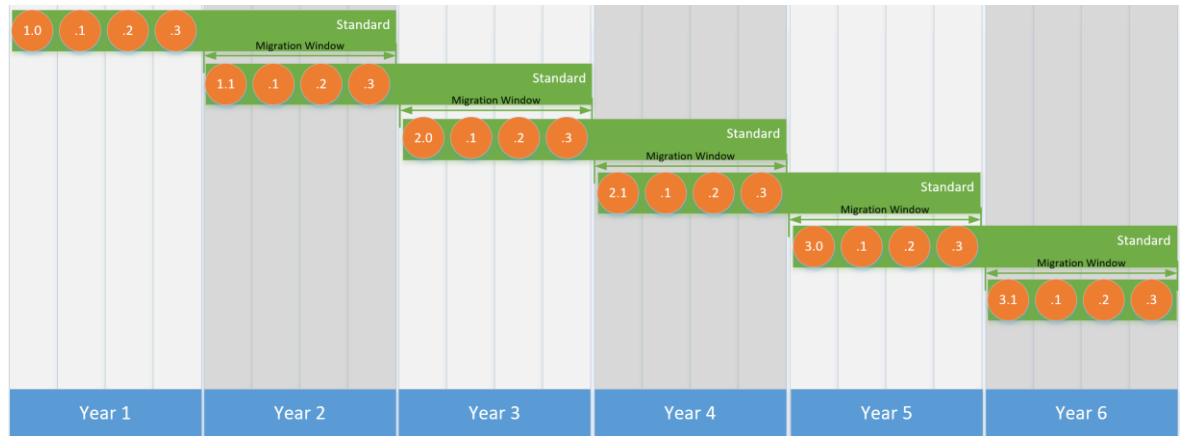
- Case 1: The next version will be released in March 2017  
→ product maintenance expires in September 2017 (when the respective version is 18 months old)
- Case 2: The next version is not released before December 2017  
→ product maintenance expires in December 2017 (when the next version is available)

Bugs are fixed with the respective next update for the affected product version or the subsequent product version accordingly. For critical problems, Matrix42 supplies customers a hotfix for the latest update of the product version deployed, if supported. For older versions, hotfixes are not supplied.

Examples:

- A product version is released in March 2016  
→ Hotfixes for critical problems are available for this product version
- In June 2016, an update (Update 1) of this product version is released  
→ Hotfixes are only available for this update
- In September 2016, an update (Update 2) of this product version is released  
→ Hotfixes are only available for this update

To maintain the maintainability of the version they are using, customers must install available updates and migrate to the current version. After delivery of the last update for a product version, a period of twelve months is usually available to migrate to the current product version:



*Illustration 1: Simplified product-independent schema for standard product maintenance across multiple versions. Green bars represent the maintenance periods. The effective periods always depend on the actual availability of the product versions. The circles in orange indicate the continuously available updates for a product version.*

## Special Regulation for Long-Term Maintenance

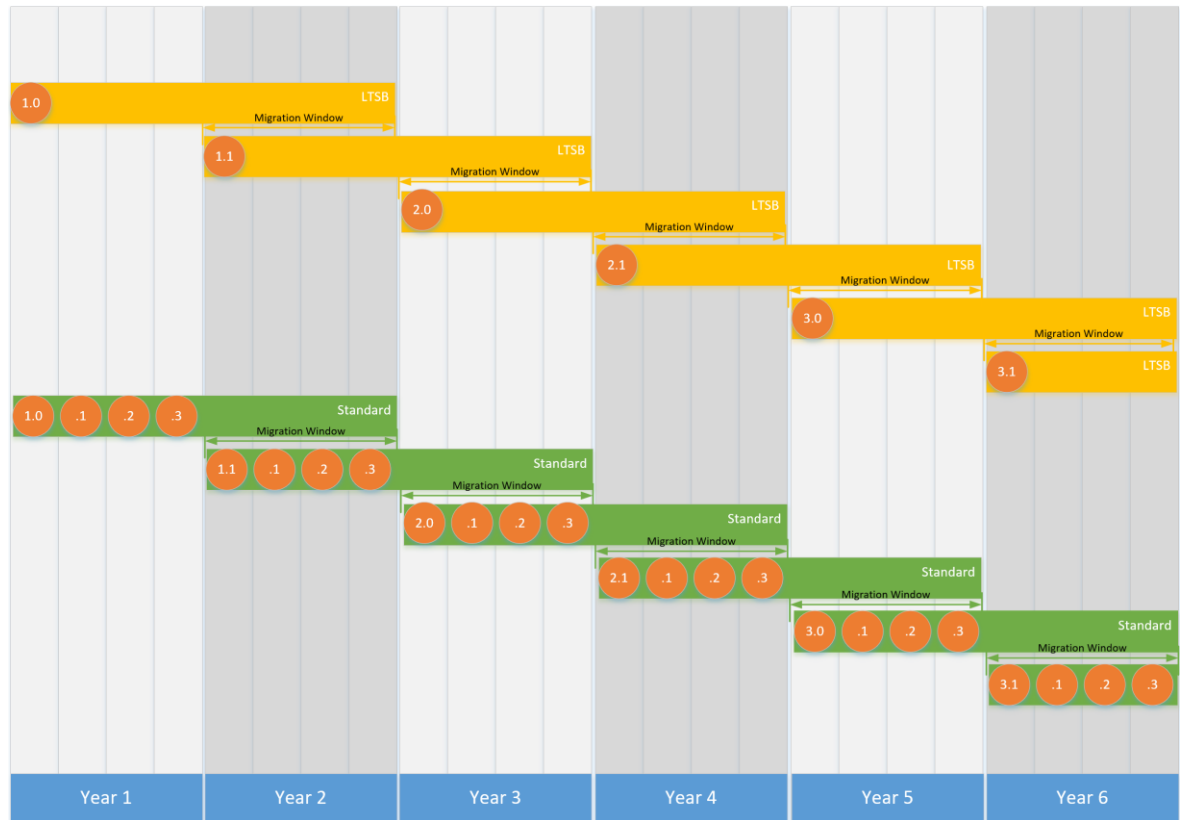
Customers with an active “Premium Support” agreement with Matrix42 can contact the Matrix42 helpdesk to apply for the special regulation for long-term maintenance in writing. This special regulation may be terminated at any time in writing. It automatically ends when the underlying “Premium Support” agreement ends.

Long-term maintenance is only available for product versions with the “LTSB” (Long Term Service Branch) label or rating. Bugs of an LTSB version are fixed with the subsequent LTSB version. For critical problems, Matrix42 supplies customers a hotfix for the deployed and supported LTSB version.

Customers that are using more than one product platform do not need to run a LTSB-version for each of them. It is allowed to operate a LTSB-version together with other versions that fall under standard maintenance.

Matrix42 provides long-term maintenance for an LTSB product version, starting with its availability and until a subsequent LTSB version is available, but at least for a period of 24 months. Should the provision of the following product version for long-term maintenance be delayed, the maintenance period will be extended accordingly.

To ensure the continued maintainability of the respective version in use, customers must migrate to the subsequent product version before the maintenance period expires. Normally, the available migration window for the switch to a new version with long-term maintenance is twelve months:



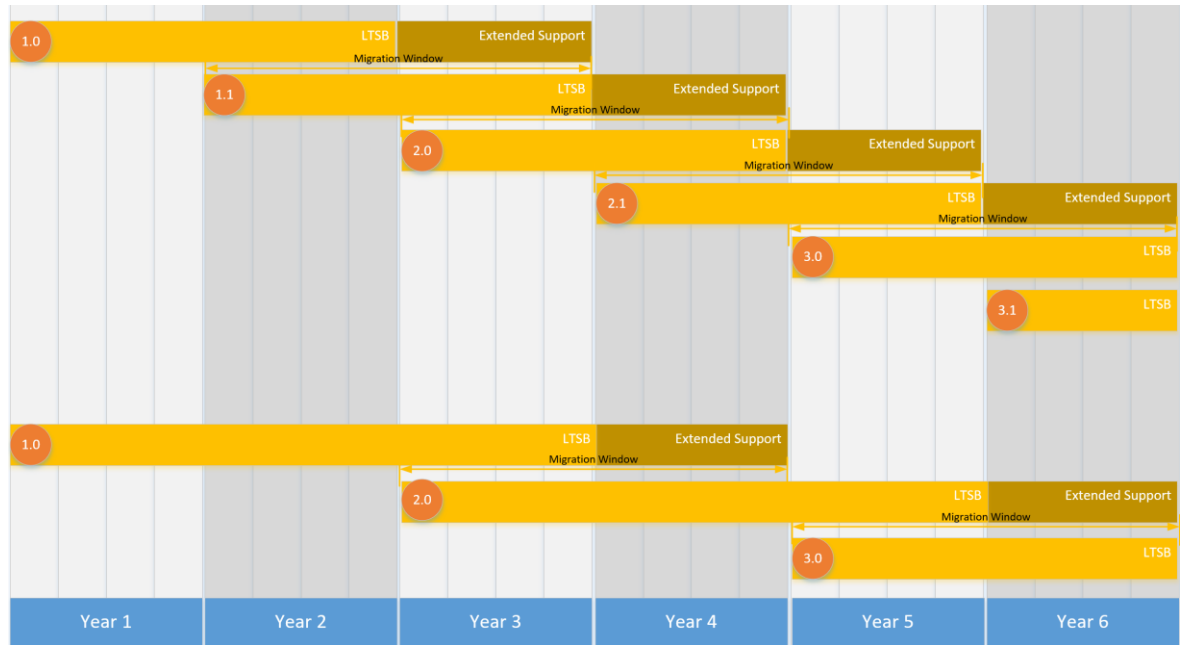
*Illustration 2: Simplified product-independent scheme for long-term maintenance over different product versions in comparison with standard maintenance. Green bars represent the maintenance periods in standard maintenance, yellow bars represent the maintenance periods in long-term maintenance. The effective periods always depend on the actual availability of the product versions. The orange circles indicate the continuously available updates for a product version.*

## Special regulation for extended maintenance

Customers who have an active long-term maintenance agreement with Matrix42 may apply in writing for Extended Maintenance. The extended maintenance period is 12 months in any case and cannot be extended.

Extended Maintenance is only offered for product versions that are marked with the predicate "LTSB" (Long Term Service Branch).

To maintain the maintainability of the version they are using, customers must migrate to the next product version before the maintenance period ends. In the case of extended maintenance, the migration period available is 24 months:



*Illustration 3: Simplified product-independent scheme for extended maintenance across different LTSB product versions. In the upper area a representation of annual LTSB versions, below exemplary for larger periods. Yellow bars represent the maintenance periods. The effective periods always depend on the actual availability of the product versions.*

## Special Regulation for Third-Party Software

Software that has been produced by other companies than Matrix42 is subject to the maintenance conditions of the respective companies, if and to the extent to which Matrix42 has informed the customer accordingly when the contract was concluded.

Avira Management	Avira
DLP	Clearswift
EgoSecure Antivirus	Bitdefender
FortiEDR	Fortinet
Patch Management	Ivanti
Package Robot	TAP.DE, Mr. Thümmeler, Mr. Theo Gottwald (DelphinSoftware)
Remote Control	Fastviewer

## Maintenance Status

Please refer to the product documentation at [this link](#) for the current maintenance status of specific product versions.

## Compatibility

Regarding compatibility between different product platforms the rule applies, that all versions under active maintenance are compatible among each other. In case of exceptions to this rule, they will be advised in corresponding release notes.

## Discontinuation

### **UEM Console 1912**

The UEM Console function will be discontinued with the 1912 version as of July 2020.

The new components of the Matrix42 Secure Unified Endpoint Management (SUEM) product, UUX for SUEM, UUX for UEM and UUX for EDP, are based on the Matrix42 Digital Workspace Platform and must be evaluated separately on the maintenance side.

### **Advanced Agent**

As of Empirum version 20.0, the Advanced Agent is only supported in the version delivered with version 19.0.x. The support ends with the end of maintenance of version 19.0.x. There will be no further development.

Use the much improved UEM Agent as a replacement for the Advanced Agent.

### **Linux-based Pre-Boot (EPE 4.x)**

Starting with Empirum version 20.0, EPE 4.x is only supported for the installation of Linux-based operating systems. All Windows operating system installations are supported by the newer, Windows PE based, WinPE pre-boot variant.

### **Patch Management v3**

With the release of Empirum Version 17.0 Update 1 (17.0.1) an updated and greatly improved new patch management was introduced.

The previous product "Add-on Patch Management (Patch Management v3)" has been called "Patch Management (EOL)" since Empirum Version 17.0 Update 2 and is now in "End-of-Life" (EOL) status since Version 18.0.

Support for the old version of Patch Management (EOL) for Empirum v16.x, v17.x and v18.x ended on December 31, 2018. This means that as of January 1, 2019, the patch catalog will no longer be updated, and it will no longer be possible to install patches via "Patch Management (EOL)".

The migration to the new version of the "Add-On Patch Management" is possible by a simple script and reconfiguration. The script is located in the directory:

*\\Empirum DBUtil\Scripts\SQLServer\Custom\PM3\_to\_PM\_Migration.sql.*

The SQL script migrates PM3 patch/SP groups to PM patch/SP groups. At the same time, the migrated groups are cleaned from obsolete patches. After the migration, the groups can still be edited if necessary and then assigned.

### **Easy Recovery**

Easy Recovery is not supported anymore with Unified Endpoint Management 18.0.

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**Virtual Client Management**

Matrix42 Virtual Client Management has not been approved and released for Empirum v16.0 and will not provide support for later versions of Citrix XenDesktop/ XenApp 7.x.

**Power Management**

Development work on the add-on module "*Matrix42 Power Management*" has been stopped. The current version is subject to the standard support conditions until this support is discontinued (see chapter Product Maintenance on page 9).

**Patch Management v2**

Development work on the Matrix42 Patch Management feature (known as "Patch Management v2", as opposed to the "Patch Management v3" add-on) has been stopped. The current version is subject to the standard support conditions until this support is discontinued (see chapter on Product Maintenance page 9).

## Additional Services

### License Intelligence Service

The *Matrix42 License Intelligence Service* (LIS) provides Matrix42's customers application signatures for the automatic software detection of installed applications and catalog items from the software manufacturers' price lists to help them book acquired licenses within the *Matrix42 License Management* tool. The "Premium" service level also includes other services. For further details, please refer to the descriptions in Matrix42 Marketplace.

License Intelligence Service provides the following information:

- Compliance master data with predefined software publishers and their software products
- Compliance master data with predefined license models (metrics)
- Software recognition support
  - for installed software from listed publishers (Standard SLA; see below)
  - for all applications installed in customer system (Premium SLA)
- Catalog items from publisher's price lists (without price information)
  - for purchases of licenses and subscriptions from listed publishers (Standard SLA; see below)
  - for purchases of licenses and subscriptions from any publisher (Premium SLA)

The software manufacturers that are covered with Standard SLA are listed in [this online document](#).

Matrix42 decides at their own discretion on the scope and maturity of the supplied data. For the manufacturers listed, you are entitled to request the inclusion of data sets that are not included in the current scope of service yet. Matrix42 shall handle and work on these requests as soon as possible but does not guarantee any deadlines. Matrix42 reserves the right to modify the list of prioritized software manufacturers any time and as needed.

Matrix42 gathers these data to the best of their knowledge, but does not guarantee their currency, completeness and correctness. We expressly state that each software manufacturer has his own and varying contractual regulations, which cannot be accounted for with, respect to the supplied data.

Using these data does not release you from your responsibility of reviewing the impact of any calculations based upon these data and correct them manually, if necessary.

You may only use the LIS data for creating your license balance. Any other usage within your company, distribution of these data beyond your legal company boundaries and any usage for the purpose of any third party are not permitted.

### Package Cloud

Matrix42's Package Cloud provides preconfigured installation packages for the automated distribution of third-party software.

These installation packages only comprise the parameterization of an automated installation, but no software licenses. You are obliged to ensure compliance with the licensing terms & conditions of the respective copyright owners.

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You are entitled to use the installation packages provisioned via the Matrix42 Package Cloud within your legal company boundaries. When the respective contract has been terminated or has been expired, this right shall also apply.

Matrix42 shall decide at their own discretion on the choice, scope and maturity of the supplied installation packages.

You are not entitled to use the installation packages outside your company. Neither are you entitled to forward the installation packages to any third party (for remuneration or free of charge) or use them for any third party's purposes (service provider).



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