

Cyberbit Cloud Range License Metrics

The license metrics detailed below apply to the Licenses for the Cyberbit Cloud Range granted under the Cyberbit Terms of Use Agreement (the “Agreement”) and contain additional terms, conditions and/or limitations that govern the Use of the Services and the Product, in addition to those contained in the Agreement.

All capitalized terms not defined herein shall have the meanings ascribed to them in the Agreement.

1. License Metrics based on Named Users: If Customer Purchased a License with a limitation on the number of Named Users, then the following License Metrics shall apply:
 - 1.1. The number of Users which a Customer may enable to Use the Services on Customer’s behalf is limited to the number of named users Purchased by the Customer in the Purchase Order (“Named User”). A Named User refers to a specific individual Using the Services, and not to any User who is using the Services. Therefore, the total number of Named Users Using the Services, is the total number of individuals which were, are or will be Using the Services. It is Customer’s responsibility and liability to ensure that the number of Named Users does not exceed the number Purchased in the Purchase Order and that only one individual is counted as a Named User. Each Named User shall be subject to all of terms and conditions of the Agreement which apply to a User.
 - 1.2. After Customer designates its Users, it will not be able to change them other than in case of manpower turnover, and up to a total of 20% of the Users. In any event, the total number of Named Users shall not exceed the number ordered in the Purchase Order.
 - 1.3. Each Exercise may be Used by a Named User only up to three times.
2. License Metrics based on Training Days: If Customer Purchased the Services with a limitation on the number of Training Days, then the following License Metrics shall apply:
 - 2.1. The number of Training Days which a Customer may Use (or may enable its Users to Use) is limited to the number of Training Days Purchased by the Customer in the Purchase Order.
 - 2.2. A Training Day shall include a maximum of 9 hours (from 9:00 AM to 18:00 PM – local time). A Training Day in which less than 9 hours are utilized, shall count as an entire Training Day.
 - 2.3. Only one Session may be conducted simultaneously during a Training Day, provided however, that the number of Labs which may be conducted simultaneously is equal to the number of Users. A “Lab” is a type of Exercise intended to teach a specific single topic in an individual training and is designated as “Lab” in the Product. If Customer orders more than one Session concurrently – then each such Session shall be counted as a separate Training Day.
 - 2.4. The number of Users Using the Services simultaneously shall be limited to the number detailed in Cyberbit’s quote / proposal / Purchase Order and if no such number is specified, then the number of Users shall be limited to 10.
 - 2.5. Exercises should be reserved at least 48 hours in advance using Cyberbit’s Catalog. Cancellations on a free of charge basis, can be made up to 48 hours prior to the beginning of the scheduled Session.
3. Other. If other specific License Metrics are detailed in the Purchase Order, then those specific License Metrics shall apply to the License.