OpenText

OpenText

Available to purchase until 31/07/2026

The Agreement covers numerous OpenText products: Exceed, Host Explorer, Exceed 3D, NFS Solo, NFS Server, Exceed onDemand, BI Query and Connectivity Secure Shell software, with pricing frozen since 2006. New for 2021 are a number of new generation OpenText products. Open Text is the leader in Enterprise Information Management (EIM).

Key Facts

Benefits

- Frozen pricing since 1 August 2006 on core products
- Up to 95% savings off commercial charges
- The software may be used off-site (if used for educational purposes)
- Agreement now includes new generation OpenText products

Important Dates

Agreement Start: 1 August 2021

Agreement End: 31 July 2026

Subsequent invoice date: 1 May

Licence Type

Site licence for the main products and various user licences for some products.

Commitment Period

Sites are bound by the Terms and Conditions of the Agreement, including payments, until the end of their chosen commitment period, either 31 July 2024 or 31 July 2026. There is an annual opportunity to opt out of the commitment period by giving notice by 30 April and paying a penalty fee. Details are provided on the Terms and Conditions tab.

Eligible Institutions

Higher and Further Education and Research Councils in the United Kingdom, and to Universities and Colleges of Further Education in the Republic of Ireland.

Other organisations aligned with Jisc's charitable objectives of supporting education, research bodies and the public sector may ask to participate in the Agreement. Chest will liaise with the Supplier about any such requests.

Background Information

This is the fifth five-year Chest Agreement for OpenText products (previously Hummingbird). Universities and colleges have consistently benefited from site licences, not available to commercial customers, and significantly discounted pricing.

Product Information

Supplier Details

Owner: Open Text UK Limited, registered in England and Wales (company number 03148093), whose registered office is 420 Thames Valley Park Drive, Reading, Berkshire, RG6 1PT

Product Description

The following descriptions are adapted from Open Text product literature. Further details can be found at **OpenText's Website**.

Exceed - is a market and technology leading PC X server that empowers Windows users with cost-effective access to X Window applications on UNIX and Linux hosts with unparalleled performance and strong security.

Host Explorer - is a single, unified solution that offers both desktop-based software and a web-to-host based terminal emulation environment, both providing the same interface, the same features, the same power and the same administrative options.

Exceed 3D - empowers users with the experience of high-end OpenGL-based X applications, such as CAD/CAM design, manufacturing, medical, or seismic analysis applications, from Windows desktops. It is an add-on solution to Exceed.

NFS Solo - allow Windows users to access UNIX file and printer resources using the UNIX-native NFS protocol. They offer unparalleled performance, security and convenience, without modifying mission-critical host systems.

NFS Server - turns Windows PCs into enterprise-class NFS servers, allowing NFS-enabled devices to seamlessly access Windows file resources.

Exceed on Demand - is the next generation X11 window server solution that gives users high speed, reliable and security access over any network connection.

Connectivity Secure Shell - helps organizations achieve security compliance by providing Secure Shell (SSH) capabilities as an add-on product. It can seamlessly encrypts network traffic generated by applications in compliance with industry regulations, such as FIPS 140-2.

BI Query - is a powerful query and reporting application that helps users ask questions about database information and visualize the answers for more effective decision-making. BI/Query utilizes data models-graphical representations of underlying database structures - and a powerful reporting environment to access and analyze data sources quickly and easily. With BI Query, users can easily create ad hoc queries with qualifications and prompts. Meaningful, eye-catching reports can be created containing data from multiple sources, charts, tables, and crosstabs.

Team Developer is an agile software development tool that helps increase productivity to build software projects or solutions quickly and deliver solutions faster than the competition. A complete low-code software development solution, Gupta Team Developer (TD) includes everything needed for powerful desktop software development and deployment. Developers enjoy a comprehensive integrated development environment (IDE) with well guided development, powerful debugging and support for many target build types, including Win32/Win64 and .NET.

SQLBase is a fully relational, high performance, embedded database that allows organizations to manage data closer to the customer, where capturing and organizing information is critical. SQLBase provides a self-recovering, highly automated embedded database architecture that enables users from corporate IT to ISVs to deploy SQLBase embedded in software solutions having automated deployment and configuration and automated maintenance. With its small footprint and low TCO, SQLBase is the embedded database of choice for ISVs and organizations around the world.

Exceed TurboX provides secure, fast remote access to help keep critical tasks across many numerous industries operating. Exceed TurboX allows users to access graphically demanding software solutions, where responsiveness and session resilience are key, with nothing more than a laptop and a browser.

Overseas Campuses

The majority of the above products have the following in the license model schedule "The Software may not be distributed outside of the country in which the license was obtained"

The two exceptions to this are :

- Team Developer, which is licensed per human being
- Exceed TurboX (ETX), which is installed centrally and end users do not install a client on their systems, they access application from a standard browser, ETX can be installed in the UK and used by students and staff overseas.

Useful Resources

Accessing High Performance Computing and Graphical Applications remotely

Click here to find out how OpenText™ Exceed™ can be used by participating organisations to enable student and faculty to access high performance computing and graphical applications (EDA, CAD/CAM, CAE, GIS, Medical, etc) remotely from Microsoft Windows using a standard web browser.

Service and Support

Trials

Request Evaluation copies of OpenText products

Product Documentation

Documentation may be downloaded from **OpenText's website**.

Training and Training Materials

Any training provided will be by negotiation between the Licensed Site and OpenText or their appointed agent. This may attract an additional charge. Any charges will be invoiced by OpenText or their appointed agent and will be billable to and payable by the Licensed Site concerned.

Technical Support

Support will be provided by OpenText via a single contact or his/her deputy at each Site.

Sign in at the **OpenText Support Website**

Or contact John Mapp or Marcus Cowley - 0118 984 8050 - **connsupport.uk@opentext.com**

Supplier Web Address

www.opentext.com

System releases, new versions and functionality

OpenText or their appointed agent agrees to provide to the Institutions under this Agreement new Versions and new System Releases for all items for which they are licensed, when commercially available, as defined by the current OpenText Platform Availability List, throughout the period of the Agreement.

Platforms

For connectivity products please refer to data sheets on the **OpenText website**

Method of delivery of product

The software may be downloaded from **OpenText's website**.

Terms and Conditions

The Chest Order, together with the Licence Terms and Conditions, and any exceptions listed below, create a legally binding contract between your institution, organisation or company and the Licensor. Therefore please read the terms and conditions carefully and only submit a Chest Order if its terms and conditions are acceptable to your institution, organisation or company and you have the authority to make the financial commitment shown.

Licence Type

This Site licence is subject to the terms and conditions for the **Standard Chest Licence for Software** with exceptions listed at the bottom of the page.

Payment terms

On receipt of a completed Order plus an Institution Purchase Order sites will be invoiced for the Agreement year in which the licence is issued.

For each subsequent year, Sites will be invoiced three months in advance of the anniversary date on 1 May to cover the period from 1 August to 31 July.

Pro-rata pricing is not available to Sites who become licensed part-way through a licence year.

Payment Terms

On receipt of a completed Order, Institutions will be invoiced for the Agreement year in which the Licence is signed.

In subsequent years, Institutions will be invoiced three months in advance of the anniversary date of the Agreement, on 1 July.

There is monthly, pro-rata charging for Institutions which become licensed partway through a licence year. This does not apply for Institutions renewing their licences at the delayed start of the Agreement in 2021. The Chest fee will not be pro-rated in any circumstances.

Chest is an Enterprise of Jisc. All Purchase orders must be made out to Jisc, 4 Portwall Lane, Bristol, BS1 6NB to cover all charges plus VAT.

All terms contained in a PO are expressly rejected and do not form part of the Licence or vary the Licence terms in any way.

Payments are due within thirty days of invoice date; recipients of late payments are entitled to interest in accordance with *UK statutory provisions*.

Termination Clauses

Sites commit to a three-year or five-year licence period but have the opportunity to opt out after each year provided three months' notice in writing (**by 30 April**) is provided to Chest. Cancellation will take effect from 31 July in the same year. There is a cancellation charge of 10% of the combined total fees which would have been levied during the licence years thereby cancelled. Jisc will invoice the site for the relevant cancellation charge subsequent to receiving notification and will add its own Chest Fee of £150.

At the end of the Licence period for the software sites are required to delete all Open Text products from their systems. An exception to this is limited-user Exceed 3D licences, which are perpetual at the end of agreement but without updates or support.

It is the intention of Chest and Open Text to renew this five-year Agreement. If the Agreement is renewed or extended then new conditions may apply. If the Agreement is not renewed then any extension is a matter between sites and Open Text.

Location and Use Permissions

The Open Text software licensed under this Agreement may be used by any Authorised User of the Site for Educational Purposes, which includes the administration and management of the Site's educational and research operations, whether or not they are located on the Site's premises. These permissions are described in the Standard Chest Agreement Terms and Conditions for Software.

Copying of the Software is allowed in accordance with the Terms and Conditions for the Standard Chest Licence for Software.

Access via Citrix or terminal server is allowed.

Personal Licences

Personal licences are not available under this Agreement.

Exceptions to the Terms and Conditions

Open Text Agreement 2021 agreed amendments

Term 1 (Definitions) …

1.1(a)(i) and 1.1(a)(ii) are amended by having the words "other than as provided for in the Export section below" added at the end of the existing text.

1.1(a)(iii) is deleted.

An additional Definition is inserted: ""License Model" means the applicable License Model shown for each Software product in the Exhibit to this Licence Agreement, with each such License Model defined in the document found at **https://www.opentext.com/file_source/OpenText/en_US/PDF/opentext-legal-license-model-schedule-en.pdf**."

Term 2 (Licence Grant) …

Term 2.1 is amended and now reads: "In consideration of the Fee and subject to the terms and conditions of this Licence Agreement, the Licensor grants the Licensee a non-exclusive and non-transferable right to use the Software and to allow Authorised Users to use the Software for the term as set out on the Order. The Licences to the Software are granted subject to the restrictions, limitations and conditions of the Order and the applicable License Model."

Term 4 (Licensee Responsibilities) …

Term 4.1 – an additional Term is inserted: "(The Licensee will) ensure that all Authorised Users, whether for "Home Use" or not, agree to the terms and conditions in the annex to this Licence Agreement and/or such other terms and conditions that the Licensor may require."

Term 4.1(d) is amended and now reads: "(The Licensee will) not more than once a year, reasonably co-operate with any request from the Licensor to demonstrate compliance with the terms and conditions of this Licence Agreement. As part of this cooperation, during the term of this Licence Agreement and for 24 months after, Licensee will maintain electronic and other records sufficient for Licensor to confirm that Licensee has complied with this Licence Agreement. Licensee will promptly and accurately complete and return (no more than 30 days) any self-audit questionnaires, along with a certification by an authorized representative of Licensee confirming that Licensee's responses to the questionnaire accurately and fully reflect Licensee's usage of the Software. Furthermore, Licensor may once per year audit Licensee's records and computer systems (including servers, databases, and all other applicable software and hardware) to ensure Licensee has complied with this Licence Agreement. Licensee shall cooperate with Licensor's audit team and promptly and accurately respond to, database queries, location information, system reports, and other reports requested by Licensor and provide a certification by an authorized representative of Licensee confirming that information provided by Licensee accurately reflects Licensee's usage of the Software. Audits will be conducted during regular business hours and will not interfere unreasonably with Licensee's business. Licensor will provide Licensee prior notice of each audit. Such audit shall be scheduled as soon as reasonably possible but in no event more than 7 days subsequent to the notice. Licensee will allow Licensor to make copies of relevant Licensee records. Licensor will comply with all applicable data protection regulations."

Term 4.1 – an additional Term is inserted: "(The Licensee will) put in place controls so that only Authorised Users have the right to access the Software.

Term 4.2 is amended and now reads: "The Licensee shall not be liable for breach of this Licence Agreement by any Authorised User who is a student if the Licensee has diligently observed its obligations under clause 4.1 and did not cause the breach or knowingly assist or condone the breach after becoming aware of its occurrence and took reasonable steps to end such continued breach after becoming aware of its occurrence. The Licensee shall be liable for breach of this Licence Agreement by any other Authorised User."

An additional Term 4.3 is inserted: "The Licensee shall provide assistance as requested by the Licensor in investigating or bringing an action against any user of the Software connected with the Licensee."

Term 5 (Licensor Responsibilities) …

Term 5.1(d) is amended and now reads: "the Software will perform in all material respects as set out in the documentation provided or

published and referred to by the Licensor for 60 days from the date of first delivery;"

Term 5.1(h) is amended and now reads: "unless shown otherwise in the Specification, it will make all updates and new versions available to the Licensee whenever it makes the same available to its other customers;"

Term 5.1(i) is amended and now reads: "it will provide or arrange for a service provider to provide on its behalf, the support services set out below via phone and email. Support services for major incidents must be available for at least two normal business hours on normal business days in the UK."

Term 5.4 is amended and now reads: "The Licensor will identify contacts for the support services and for other matters relating to this Licence Agreement as described in the support services description."

Term 7 (Intellectual Property Rights Indemnity) …

Term 7.1(b) is amended and now reads: "the Licensor's obligations under this clause 7 shall not apply to the extent that the infringement arises out of any use of the Software which is not compliant with this Licence Agreement or Licensee's failure to incorporate a Software update or upgrade that would have avoided the alleged infringement or the modification of the Software by any party other than Licensor;"

Term 8 (Liability) …

An additional Term (8.4) is inserted: "Licensee agrees that it shall only be entitled to claim for any breaches of Licensor's obligations under this Licence Agreement, against Licensor, and shall not be entitled to pursue a claim against Jisc Services Limited for any breaches of Licensor's obligations under this Licence Agreement. The parties agree that Jisc Software Limited may enforce this term of the Licence Agreement against Licensee as a third party, in accordance with the Contracts (Rights of Third Parties) Act 1999."

Term 10 (Dispute Resolution) is amended and now reads: "An executive of the Licensor and the head of the Licensee, or their nominees, will have thirty days to resolve any dispute before either party may resort to any other course of action."

An additional term 18 (Export) is added: "The Software, including documentation, is subject to U.S. export control laws, including the U.S. Export Administration Act and its associated regulations, and may be subject to export or import regulations in other countries. Licensee will comply strictly with all regulations and has the responsibility to obtain any licenses required to export, re-export, or import Software or documentation."

An additional Term 19 (Software Support and Maintenance) is added: "The support and maintenance services provided in respect of the Software are described in the then-current version of the software maintenance program handbook published at www.opentext.com/agreements. The support and maintenance services are governed by the terms of the software support terms and conditions for the UK published at www.opentext.com/agreements as of the date of this Licence Agreement."

Standard Chest Software Licence Annex: Home Use Undertakings is amended and now reads:

Standard Chest Software Licence Annex: Authorised User Undertakings

Subject to the Authorised User accepting the following provisions, the Licensor grants the Home User the right to Home Use of the Software.

1: Definitions

- "Authorised User" means Students (which means any person undertaking education or research for whom the Licensee is responsible) or Staff (which means any personnel used by the Licensee to instruct or direct Students, the Licensee's research staff and, unless stated otherwise on the Order, administrative and management personnel).
- "Home Use" means a Home User may install the Software on a single computer of their own, which shall only be used by the Home User and only for the purposes of their own education, learning, private study, personal development or academic research or in connection with teaching the Licensee's students.
- "Home User" means any student or staff for whom the Licensee is responsible.
- "Licensee" means the party who has licensed the Software from the Licensor.
- "Licensor" means the party who licenses the Software to Licensee.
- "Software" means the product shown on Jisc's Chest website.

2: Undertakings

The Authorised User agrees:

- to adhere to the terms and conditions of this Annex and/or such other terms and conditions that the Licensor may require;
- to use the Software for Home Use only;
- not to receive any payment, consideration or concession of any kind from Home Use nor to use the Software for any commercial purpose;

- not to sell, resell, sublicense, lease, rent, hire, loan or transfer the Software or make it available to any other person or party;

- not to remove, obscure or modify copyright notices, disclaimers, text or means of identification appearing in the Software;

- not to alter, adapt, modify, disassemble, decompile, reverse engineer or create any derivative works of the Software except to the extent necessary to make it readable on a computer screen, or as otherwise permitted by law;

- that the Software is made available "as is" without warranty, except for any statutory warranty that may not be excluded by law;

- that no support is available for Home Use from the Licensor;

- to co-operate as required by the Licensee and/or the Licensor, at any reasonable time and subject to reasonable notice, in order to demonstrate compliance with these undertakings;

- that it shall be liable for any misuse of the Software or breach of these undertakings, which could result in its use of the Software being terminated, or it being required to pay compensation to the Licensee or Licensor, or a fine or prison sentence being imposed on it;

- that these undertakings are given to the Licensee and Licensor, either or both of whom may enforce the same;

- once their status as an Authorised User terminates, or the Licensee so instructs, to no longer access the Software and delete it from their systems.

Exhibit: License Models for Software

The restrictions, limitations and conditions of each of the following License Models (as defined in the document found at https://www.opentext.com/file_source/OpenText/en_US/PDF/opentext-legal-license-model-schedule-en.pdf) shall apply to licenses of each of the following Software products.

Software product	Applicable License Model
Exceed Single License (Electronic)	Standard Connectivity
Host Explorer Single License (Electronic)	Standard Connectivity
Exceed 3D Single License (Electronic)	Standard Connectivity
NFS Solo Single License (Electronic)	Standard Connectivity
NFS Maestro Server	NFS Server
Exceed OnDemand **Server License (Electronic)**	Standard Connectivity
BI Query 32bit (English)	Standard Named User
Secure Shell Single License (Electronic)	Standard Connectivity
Team Developer Win 32/64	Standard Named User
SQLBase Windows Server	Standard Concurrent User
Exceed TurboX Premium	Exceed TurboX
Exceed Single License (Electronic)	Standard Connectivity
Host Explorer Single License (Electronic)	Standard Connectivity
NFS Solo Single License (Electronic)	Standard Connectivity
Exceed OnDemand **Server License (Electronic)**	Standard Connectivity

Products and Pricing

Prices are in GBP (£) and exclude VAT

Where a site purchased a three-year licence and wants to extend their licence for the final two years of the Agreement, they will pay the 'five-year licence' prices for those final two years but no refund will be given on payments already made.

Payment terms are shown on the terms and Conditions tab.

All prices shown are annual fees.

2021 Pricing

Please use the filters to help narrow down your product selection, number of users and desired term as appropriate. You can also filter for HE or FE.

Please note, Exceed 3D has a 'year one' price and then a 'subsequent years' price. So for example, were you to order Exceed 3D for 20 users, for 5 years, you would pay the year one price of £2000, followed by 4 annual payments of £300, the subsequent years price. If in doubt, please contact **help@chest.ac.uk**

Chest fees apply to all orders as follows:

- **An annual £300 fee for HE and Research Councils**
- **An annual £100 fee for FE**
- **A one-off fee of £150 for any additional orders placed mid-term requiring a separate invoice. This fee will also apply to any cancellation requests.**

The start date of all licences will automatically be 1 August 2021 for all renewing sites.

Please also note the additional product definitions in the 'Exceptions to the Terms and Conditions' section of the Terms and Conditions tab.

Product	No. of users	Term	HE / FE	Price per year
Exceed	Site	5 Years	HE	£1,950
Exceed	Site	3 Years	HE	£2,438
Host Explorer	Site	5 Years	HE	£1,250
Host Explorer	Site	3 Years	HE	£1,563
Exceed 3D Year 1	10 User	5 Years	HE	£1,100
Exceed 3D Subsequent years	10 User	5 Years	HE	£165
Exceed 3D Year 1	20 User	5 Years	HE	£2,000
Exceed 3D Subsequent years	20 User	5 Years	HE	£300
Exceed 3D Year 1	50 User	5 Years	HE	£4,000
Exceed 3D Subsequent years	50 User	5 Years	HE	£600
Exceed 3D Annual Fee	Site	5 Years	HE	£2,100
Exceed 3D Year 1	10 User	3 Years	HE	£1,100
Exceed 3D Subsequent years	10 User	3 Years	HE	£165
Exceed 3D Year 1	20 User	3 Years	HE	£2,000
Exceed 3D Subsequent years	20 User	3 Years	HE	£300

Product	No. of users	Term	HE / FE	Price per year
Exceed 3D Year 3	50 User	3 Years	HE	£4,000
Exceed 3D Subsequent years	50 User	3 Years	HE	£600
Exceed 3D Annual Fee	Site	3 Years	HE	£2,625
Exceed 3D Limited User Upgrade	20 User	5 Years	HE	£1,600
Exceed 3D Limited User Upgrade	20 User	3 Years	HE	£2,100
NFS Maestro Solo	Site	5 Years	HE	£563
NFS Maestro Solo	Site	3 Years	HE	£563
NFS Maestro Server	Site	5 Years	HE	£219
NFS Maestro Server	Site	3 Years	HE	£219
Exceed on Demand (Standalone)	Site	5 Years	HE	£1,950
Exceed on Demand (Standalone)	Site	3 Years	HE	£2,438
Exceed on Demand (with Exceed)	Site	5 Years	HE	£650
Exceed on Demand (with Exceed)	Site	3 Years	HE	£813
BI Query	10 user	5 Years	HE	£650
BI Query	10 user	3 Years	HE	£813
BI Query	20 user	5 Years	HE	£1,150
BI Query	20 user	3 Years	HE	£1,438
Connectivity Secure Shell	Site	5 Years	HE	£220
Connectivity Secure Shell	Site	3 Years	HE	£275
Team Developer	5 User	5 Years	HE	£7,040
Team Developer	5 User	3 Years	HE	£8,800
Team Developer	5 additional User	5 Years	HE	£7,040
Team Developer	5 additional User	3 Years	HE	£8,800
SQLBase	10 User	5 Years	HE	£1,357
SQLBase	10 User	3 Years	HE	£1,697
SQLBase	20 User	5 Years	HE	£2,072
SQLBase	20 User	3 Years	HE	£2,590
SQLBase	50 User	5 Years	HE	£4,447
SQLBase	50 User	3 Years	HE	£5,559
Exceed TurboX	10 User	5 Years	HE	£7,316
Exceed TurboX	20 User	5 Years	HE	£12,528

Product	No. of users	Term	HE / FE	Price per year
Exceed TurboX	50 User	5 Years	HE	£27,661
Exceed TurboX	50 additional User	5 Years	HE	£23,089
Exceed TurboX	10 User	3 Years	HE	£9,145
Exceed TurboX	20 User	3 Years	HE	£15,660
Exceed TurboX	50 User	3 Years	HE	£34,577
Exceed TurboX	50 additional User	3 Years	HE	£28,862
Exceed	10 user	5 Years	FE	£400
Exceed	20 user	5 Years	FE	£600
Exceed	10 user	3 Years	FE	£500
Exceed	20 user	3 Years	FE	£750
Host Explorer	50 user	5 Years	FE	£300
Host Explorer	50 user	3 Years	FE	£375
NFS Maestro Solo	10 user	5 Years	FE	£138
NFS Maestro Solo	20 user	5 Years	FE	£225
NFS Maestro Solo	10 user	3 Years	FE	£138
NFS Maestro Solo	20 user	3 Years	FE	£225
Exceed on Demand	10 user	5 Years	FE	£400
Exceed on Demand	20 user	5 Years	FE	£600
Exceed on Demand	10 user	3 Years	FE	£500
Exceed on Demand	20 user	3 Years	FE	£750

Please see above text for details of Chest fees and Cancellation fees. These will apply to all orders.