

VIRTUALYSOFT SOFTWARE LICENSE TERMS

ERP VIRTUALYGEST .NET

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1. OVERVIEW.

a. Software. The software includes

- server software; and
- additional software that may only be used with the server software directly, or indirectly through other additional software.

b. License Model. The software is licensed based on the:

- **Server + Client Access License Model** - number of instances of server software that you run, the number of devices and users that access instances of server software, and the server functionality accessed.

c. Licensing Terminology.

- **Instance.** You create an "instance" of software by executing the software's setup or install procedure. You also create an instance of software by duplicating an existing instance. References to software in this agreement include "instances" of the software.
- **Run an Instance.** You "run an instance" of software by loading it into memory and executing one or more of its instructions. Once running, an instance is considered to be running (whether or not its instructions continue to execute) until it is removed from memory.
- **Operating System Environment.** An "operating system environment" is
 - all or part of an operating system instance, or all or part of a virtual (or otherwise emulated) operating system instance which enables separate machine identity (primary computer name or similar unique identifier) or separate administrative rights, and
 - instances of applications, if any, configured to run on the operating system instance or parts identified above.

There are two types of operating system environments, physical and virtual. A physical operating system environment is configured to run directly on a physical hardware system. The operating system instance used to run hardware virtualization software (e.g. Microsoft Virtual Server or similar technologies) or to provide hardware virtualization services (e.g. Microsoft virtualization technology or similar technologies) is considered part of the physical operating system environment. A virtual operating system environment is configured to run on a virtual (or otherwise emulated) hardware system. A physical hardware system can have either or both of the following:

- one physical operating system environment
- one or more virtual operating system environments.
- **Server.** A server is a physical hardware system capable of running server software. A hardware partition or blade is considered to be a separate physical hardware system.
- **Physical and Virtual Processors.** A physical processor is a processor in a physical hardware system. Physical operating system environments use physical processors. A virtual processor is a processor in a virtual (or otherwise emulated) hardware system. Virtual operating system environments use virtual processors. A virtual processor is considered to have the same number of threads and cores as each physical processor on the underlying physical hardware system.
- **Assigning a License.** To assign a license means simply to designate that license to one server, device or user.

2. TERMS SPECIFIC TO SERVER + CLIENT ACCESS LICENSE MODEL

a. Assigning the License to the Server.

- i. Before you run any instance of the server software under a software license, you must assign that license to one of your servers. That server is the licensed server for that particular license. You may not assign the same license to more than one server. A hardware partition or blade is considered to be a separate server.
- ii. You may reassign a software license, but not within 90 days of the last assignment. You may reassign a software license sooner if you retire the licensed server due to permanent hardware failure. If you reassign a license, the server to which you reassign the license becomes the new licensed server for that license.

b. Client Access Licenses.

- i. You must acquire and assign a license VirtuallyGEST .NET module to each user that accesses your instances of the server software directly or indirectly.

3. ADDITIONAL LICENSING REQUIREMENTS AND/OR USE RIGHTS.

a. Maximum Instances. The software or hardware may limit the number of instances of the server software that can run in physical or virtual operating system environments on the server.

b. Multiplexing. Hardware or software you use to

- pool connections,
- reroute information, or
- reduce the number of devices or users that directly access or use the software

(sometimes referred to as "multiplexing" or "pooling"), does not reduce the number of licenses of any type that you need.

c. No Separation of Server Software. You may not separate the server software for use in more than one operating system environment under a single license, unless expressly permitted. This

applies even if the operating system environments are on the same physical hardware system.

- d. Additional Functionality.** VirtualySoft may provide additional functionality for the software. Other license terms and fees may apply.
 - e. Included Microsoft Programs.** The software contains other Microsoft programs. In some cases, those programs and the license terms that apply to your use of them are addressed specifically in these license terms. For all other included Microsoft programs, the license terms with those programs govern your use.
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The following is only applicable for users who need to install the appropriate edition of Microsoft SQL Server Express.

MICROSOFT SOFTWARE LICENSE TERMS

MICROSOFT SQL SERVER 2008 R2 EXPRESS

MICROSOFT SQL SERVER 2008 R2 MANAGEMENT STUDIO EXPRESS

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