

# edit-on® Pro / VersioTrack®

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Licensed Site (= geographical location = single physical site, not website) means:

- i. in the case of a (K to 12/13) school any one or more buildings that are a part of a single postal address and serviced by one principal, administrator or similar administrative officer and shall include any one or more computer workstations located within those buildings;
- ii. in the case of a post-secondary institution any one or more departments of that post-secondary institution which shall be in any one or more buildings that are a part of a single address and serviced by one principal, administrator or similar and shall include any one or more computer workstations located within those departments;
- iii. in the case of a business or entity other than a school, the normal place of business, at one licensed address, including any one or more computer workstations located within the licensed address.

**(3) CPU License Use:** Use the Software and the Documentation in an Intranet/Extranet, or over Internet installation with non-anonymous or anonymous users. The use is limited to the number of CPU licenses bought with/for the Software. One CPU license is required for each CPU of the server(s) running your application/system which embeds edit-on Pro. It does not matter how edit-on Pro is technically separated from your application/system. Regardless of where or how edit-on Pro is loaded, all CPUs that serve the application/system which embeds edit-on Pro have to be licensed. The CPU License is valid for 1 (one) CPU, and licenses for additional CPUs can be bought in license packs with 1 (one) CPU license each. A CPU license includes access for an unlimited number of users to connect from either inside the corporate local area network (LAN), wide area network (WAN), or outside the firewall.

**Processor.** One CPU license is required for each CPU of the server(s) running your application/system which embeds edit-on Pro.

**Active/Passive.** The only permissible exception to the above requirements for a CPU license is a purely passive server in an active/passive fail-over cluster. If the Software is used in a clustered environment, the Licensee may use the Software on a temporary basis on a server that is employed only for fail-over support (the "passive server") so long as the number of CPUs on the passive server does not exceed the number of CPUs on the Licensee's primary active server. In this configuration, the passive server does not require a CPU license. Active/active configurations require licensing both servers as usual.

**Multiplexing using Middleware and Multi-Tiered Architecture.** Multiplexing is the use of hardware and/or software to reduce the number of devices that directly access or use the Software on a particular server. An example of multiplexing is a server application that calls a process on one server, which in turn pulls data from the Software on another server. The client computer has a direct connection to the server running the process, but it also has an indirect connection to the other server because it is ultimately retrieving and using the Software data through the server running the process. Use of such multiplexing, pooling, or related hardware and/or software does not reduce the number of CPU licenses required for the Software. Regardless of how many tiers of hardware or software exist between the server(s) and the client devices that ultimately use its data, services, or functionality, a CPU license is required for each distinct input to the multiplexing, pooling, or related software or the hardware front end.

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RealObjects will provide to you free technical support for a period of 30 (thirty) days from the date of purchasing a license of the Software. This free technical support does not include the right to upgrade to new major versions of the Software, which might get available during this period.

In addition to the free technical support described above and in accordance with the terms of the 1-Year Support and Maintenance Pack, which you can purchase optionally, RealObjects will provide support and maintenance services (hereinafter also "**the Support Services**") for the Software as defined below.

(a) If you have not purchased the 1-Year Support & Maintenance Pack RealObjects, at it's sole discretion and on a case by case basis, may decide to offer maintenance releases to you as a courtesy, but these maintenance releases may not include any new features in excess of the Software's feature set at the time of your purchase. Support Services are provided via a web-based support form only, and there is no guaranteed response time.

(b) If you have purchased the 1-Year Support & Maintenance Pack, you will receive all maintenance releases and updates and major upgrades of the Software for a period of 1 (one) year from the date of purchasing the 1-Year Support & Maintenance Pack. Such maintenance releases, updates and upgrades may or may not include additional features. Maintenance releases and updates cover the minor releases within the same major version of the Software. In addition, RealObjects will provide priority Technical Support to you for the 1 (one) year period. Priority Technical Support is provided via a web-based support form only, and RealObjects will make commercially reasonable efforts to respond via e-mail to all requests within forty-eight (48) hours during RealObjects' business hours (Mo - Fr, 09:00 - 18:00 CET, German holidays excluded).

Licensee acknowledges and agrees that the Support Services only cover issues or questions resulting directly out of the operation of the Software and RealObjects will not provide Licensee with generic consultation, assistance, or advice relating to any third-party software.

Updating the Software may require the updating of software not covered by this Agreement before installation. Updates of the operating system and application software not specifically covered by this Agreement are Licensee's responsibility and will not be provided by RealObjects under this Agreement.

RealObjects shall be under no obligation to provide the above Support Services if, in RealObjects' reasonable opinion, the Software has failed due to the following conditions: (i) alterations, modifications or attempts by Licensee to change the Software without RealObjects' written approval; (ii) causes external to the Software, such as natural disasters, the failure or fluctuation of electrical power, or computer equipment failure; or (iii) Licensee's failure to maintain the Software at RealObjects' specified release level.

It will be Licensee's responsibility to: (i) comply with all RealObjects operating and troubleshooting procedures and then notify RealObjects immediately of the Software malfunction and provide RealObjects with complete information thereof; (ii) establish and maintain backup systems and procedures necessary to reconstruct lost or altered files, data or programs.

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## **Article 9 – VERSIOTRACK ADD-ON**

For the edit-on Pro Enterprise Site License and the edit-on Pro CPU License (both licensing models are described in Article 2 of this Agreement) you may optionally purchase a VersioTrack Enterprise Site License or VersioTrack CPU License. The terms and conditions of this Agreement also apply for your VersioTrack license. You are not allowed to use VersioTrack separately from edit-on Pro in any form.

## **Article 10 - GENERAL**

**(1) Entire Agreement.** This Agreement is not intended to create, and does not create, any partnership, joint venture, agency, fiduciary, employment, or other relationship between the parties, beyond the relationship of independent parties to a commercial contract. Neither party is, nor will either party hold itself out to be, vested with any authority to bind the other party contractually, or to act on behalf of the other party as a broker, agent, or otherwise.

**(2) Headings.** Headings under this Agreement are intended only for convenience and shall affect the interpretation of this Agreement.

**(3) Waiver.** The waiver or failure of either party to exercise any right provided for herein will not be deemed a waiver of any further right hereunder. The rights and remedies of the parties set forth in this Agreement are in addition to any rights or remedies the parties may otherwise have at law or equity.

**(4) Severability.** If any provision of this Agreement is held to be invalid, illegal or unenforceable by a court of competent jurisdiction, such provision will be deemed restated, in accordance with applicable law, to reflect as nearly as possible the original intentions of the parties, and the remainder of the Agreement will remain in full force and effect.

**(5) Governing Law and Jurisdiction.** This Agreement and the parties' respective performance hereunder will be governed by German laws and regulations and, as far as these are implemented into German law, by international treaties. RealObjects and Licensee hereby agree on behalf of themselves, and any person claiming by or through them, that the sole jurisdiction and venue for any litigation arising from or relating to this Agreement will be an appropriate court located in Germany, and Licensee specifically waives any objection that such jurisdiction and venue constitute an inconvenient forum.

**(6) Contact Information.** If you have any questions about this Agreement, or if you want to contact RealObjects for any reason, please direct all correspondence to: RealObjects GmbH, Altenkesseler Str. 17/B4, 66115 Saarbrücken, Germany or e-mail to [info@realobjects.com](mailto:info@realobjects.com).

**(7) Other.** "edit-on" and "VersioTrack" are trademarks and/or registered trademarks of RealObjects in Germany and/or various jurisdictions.

**(8) Survival.** Articles 2, 5, 6, 7, 8, 9 and 10 will survive any termination of this Agreement.

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