

## SOFTWARE LICENSE AGREEMENT

### DROLLINGER TECHNOLOGIES LLC SOFTWARE LICENSE TERMS

### DROLLINGER TECHNOLOGIES LLC AGENDAX V6 STANDARD AND TRIAL

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- updates,
- supplements, and
- support services

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**If you comply with these license terms, you have the rights below for each software license you acquire.**

#### 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 number of Microsoft Exchange Calendars (mailboxes) scanned with the AgendaX Update Service and published with the AgendaX web application.

##### C. Edition Specific Rights.

If you have acquired the Trial edition, you have limited trial use rights as further explained in Section 2. If you have acquired the Standard edition, you have use rights as further explained in Section 3.

##### D. License Terms for Use with Virtual Server and other similar technologies.

- **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.
- **Assigning a License.** To assign a license means simply to designate that license to one device or user.

**E. Product Key.**

The software may require a Product Key. That number will allow you to use the software you licensed. You may have the option to upgrade the software by acquiring a license and a new Product Key.

**2. TRIAL USE RIGHTS AND LIMITATIONS.**

If you obtained the Trial edition of the software, you may install and use any number of copies of the software on your devices. You may use the Trial edition of the software, or the Standard edition of the software without entering the accompanying Product Key, only to demonstrate and internally evaluate it. **THE SOFTWARE IS LICENSED "AS-IS." YOU BEAR THE RISK OF USING IT. THE LICENSOR GIVES NO EXPRESS WARRANTIES, GUARANTEES OR CONDITIONS. YOU MAY HAVE ADDITIONAL CONSUMER RIGHTS UNDER YOUR LOCAL LAWS WHICH THIS AGREEMENT CANNOT CHANGE. TO THE EXTENT PERMITTED UNDER YOUR LOCAL LAWS, THE LICENSOR EXCLUDES THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.** Sections 1.B. (License Model), 3. (Use Rights), 4.A. (Multiplexing), 6 (Backup Copy), 7 (Documentation), and the limited warranty below are not applicable. Because the software is provided "as is," DROLLINGER TECHNOLOGIES may not provide support services for it. The term of this license is 30 days from your initial installation of the software.

**3. USE RIGHTS.**

**A. Assigning the License to the Server(s).**

- i. Before you run any instance of the server software under a software license, you must assign that license to one or several of your servers. Those servers are the licensed servers for that particular license. You may assign other software licenses to the same servers, and you may assign the same license to more than one server or instance, provided that the total number of mailbox calendars scanned with the AgendaX Update Service(s) and the total number of calendars published with the AgendaX web application(s) of all servers and instances added together does not exceed at any given time the total number of AgendaX licenses purchased.
- 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. Running Instances of the Server Software.**

You may run, at any one time, one or several instance(s) of the server software in one or several physical or virtual operating system environment(s) on the licensed server(s), provided that the total number of mailbox calendars scanned with the AgendaX Update Service(s) and the total number of calendars published with the AgendaX web application(s) of all servers and instances added together does not exceed at any given time the total number of AgendaX licenses purchased.

**C. Running Instances of the Additional Software.**

You may run or otherwise use any number of instances of additional software listed below in physical or virtual operating system environments on any number of devices. You may use additional software only with the server software directly, or indirectly through other additional software.

**D. Creating and Storing Instances on your Servers or Storage Media.**

You have the additional rights below for each software license you acquire.

- You may create any number of instances of the server software and additional software.
- You may store instances of the server software and additional software on any of your servers or storage media.
- You may create and store instances of the server software and additional software solely to exercise your right to run instances of the server software under any of your software licenses as described (e.g., you may not distribute instances to third parties).

**E. Included DROLLINGER TECHNOLOGIES LLC Programs.**

The software contains other DROLLINGER TECHNOLOGIES programs. These license terms apply to your use of those programs.

**4. ADDITIONAL LICENSING REQUIREMENTS AND/OR USE RIGHTS.**

**A. Multiplexing.**

Hardware or software you use to

- Pool connections,
- Reroute information, and
- 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.

**B. Additional Functionality.**

DROLLINGER TECHNOLOGIES may provide additional functionality for the software. Other license terms and fees may apply.

## 5. SCOPE OF LICENSE.

The software is licensed, not sold. This agreement only gives you some rights to use the software. DROLLINGER TECHNOLOGIES reserves all other rights. Unless applicable law gives you more rights despite this limitation, you may use the software only as expressly permitted in this agreement. In doing so, you must comply with any technical limitations in the software that only allow you to use it in certain ways. You may not

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- use the software in any way that is against the law; or
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Rights to access the software on any device do not give you any right to implement DROLLINGER TECHNOLOGIES patents or other DROLLINGER TECHNOLOGIES intellectual property in software or devices that access that device.

## 6. BACKUP COPY.

You may make one backup copy of the software media. You may use it only to create instances of the software.

## 7. DOCUMENTATION.

Any person that has valid access to your computer or internal network may copy and use the documentation for your internal, reference purposes.

## 8. NOT FOR RESALE SOFTWARE.

You may not sell software marked as "NFR" or "Not for Resale."

## 9. SUPPORT SERVICES.

DROLLINGER TECHNOLOGIES provides support services for the software as described at [www.agendax.net/support](http://www.agendax.net/support).

## 10. UPGRADE OR CONVERSION.

To upgrade or convert software, you must first be licensed for the software that is eligible for the upgrade or conversion. Upon upgrade or conversion, this agreement takes the place of the agreement for the software you upgraded or converted from. After you upgrade or convert, you may no longer use the earlier version of the software you upgraded or converted from.

## 11. ENTIRE AGREEMENT.

This agreement (including the warranty below), and the terms for supplements, updates, Internet-based services and support services that you use, are the entire agreement for the software and support services.

## 12. APPLICABLE LAW.

Swiss law governs the interpretation of this agreement and applies to claims for breach of it, regardless of conflict of laws principles, including claims under consumer protection laws, unfair competition laws, and in tort. Court of jurisdiction is Fribourg, Switzerland.

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This agreement describes certain legal rights. You may have other rights under the laws of your state or country. You may also have rights with respect to the party from whom you acquired the software. This agreement does not change your rights under the laws of your state or country if the laws of your state or country do not permit it to do so.

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It also applies even if

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## LIMITED WARRANTY

### A. LIMITED WARRANTY.

If you follow the instructions, the software will perform substantially as described in the DROLLINGER TECHNOLOGIES materials that you receive in or with the software.

### B. TERM OF WARRANTY; WARRANTY RECIPIENT; LENGTH OF ANY IMPLIED WARRANTIES.

**The limited warranty covers the software for one year after acquired by the first user. If you receive supplements, updates, or replacement software during that year, they will be covered for the remainder of the warranty or 30 days, whichever is longer.** If the first user transfers the software, the remainder of the warranty will apply to the recipient.

**To the extent permitted by law, any implied warranties, guarantees or conditions last only during the term of the limited warranty.** Some states do not allow limitations on how long an implied warranty lasts, so these limitations may not apply to you. They also might not apply to you because some countries may not allow limitations on how long an implied warranty, guarantee or condition lasts.

### C. EXCLUSIONS FROM WARRANTY.

This warranty does not cover problems caused by your acts (or failures to act), the acts of others, or events beyond DROLLINGER TECHNOLOGIES's reasonable control.

### D. REMEDY FOR BREACH OF WARRANTY.

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### E. CONSUMER RIGHTS NOT AFFECTED. You may have additional consumer rights under your local laws, which this agreement cannot change.

### F. WARRANTY PROCEDURES.

You need proof of purchase for warranty service.

For warranty service or information about how to obtain a refund for software acquired

- through a reseller: contact the Reseller that originally sold you the software;
- from DROLLINGER TECHNOLOGIES: contact DROLLINGER TECHNOLOGIES LLC directly at Buchenweg 30, 3185 Schmitten FR, Switzerland, or by email: sales@agendax.net

### G. NO OTHER WARRANTIES.

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### H. LIMITATION ON AND EXCLUSION OF DAMAGES FOR BREACH OF WARRANTY. The Limitation on and Exclusion of Damages clause above applies to breaches of this limited warranty.

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