

SOFTWARE LICENSE AGREEMENT

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DROLLINGER TECHNOLOGIES LLC AGENDAX V6.1 STANDARD AND TRIAL

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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 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.

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- 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.

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8. NOT FOR RESALE SOFTWARE.

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

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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.

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- from DROLLINGER TECHNOLOGIES: contact DROLLINGER TECHNOLOGIES LLC directly at Buchenweg 30, 3185 Schmitten FR, Switzerland, or by email: sales@agendax.net

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