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MARCH HARE CVS SUITE 2009, STANDARD EDITION AND TRIAL EDITION

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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. Product Identification Number. We will provide you a product identification number with the software. That number will allow you to use the Standard, or Trial edition of the software. You may have the option to upgrade the software by acquiring a new product identification number. That new number will allow you to use an upgrade edition in place of the first edition.

c. License Model. The software is licensed based on either

- the number of instances of server software that you run and the number of users that access instances of server software (Standard Edition); or
- the number of instances of server software that you run (Trial Edition).

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. 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.

2. USE RIGHTS.

a. Assigning the License to the Server.

- 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 assign other software licenses to the same server, but you may not assign the same license to more than one server.
- 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 instance of the server software in one physical or virtual operating system environment on the licensed server. If you have the Trial Edition, you may use the software only to demonstrate and evaluate it.

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.

- CVS SUITE Proxy
- CVS SUITE High Performance Server Service
- CVS SUITE Configuration Wizard
- CVS SUITE Studio
- CVS SUITE SCCI
- CVS SUITE Release Manager

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 March Hare Software Programs. The software contains other March Hare Software programs. These license terms apply to your use of those programs.

3. ADDITIONAL LICENSING REQUIREMENTS AND/OR USE RIGHTS.

a. Client Access Licenses (CALs) – (Standard Edition Only).

- i. You must acquire and assign the appropriate CAL to each user that accesses your instances of the server software directly or indirectly.**
 - You do not need CALs for up to two users to access your instances of the server software only to administer those instances.
 - You do not need a CAL to access bug tracking functionality to create bugs, or view and update bugs you opened.
 - Your CALs permit access to your instances of earlier versions, but not later versions, of the server software.
- ii. Types of CALs.** Each CAL permits one user, using any device, to access instances of the server software on your licensed servers.
- iii. Reassignment of CALs.** You may
 - permanently reassign your CAL from one user to another; or
 - temporarily reassign your AL to a temporary worker while the user is absent.

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. March Hare Software may provide additional functionality for the software. Other license terms and fees may apply.

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5. TIME SENSITIVE SOFTWARE – TRIAL EDITION ONLY. Stop the software running thirty days after you install it. You will not receive any other notice that you should stop the software running. You may not be able to access data used with the software when it stops running.

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MARCH HARE CVSNT CLIENT and CVSAPI 2.8

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