

End-User License Agreement For MESCIUS Documents Solutions Software

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The following terms have the respective meanings as used in this EULA:

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3. “Authorized User/Team Member” means You and Your employees and independent contractors (excluding any outsourcer, facilities management providers or application service provider.)
4. “Design-Time” means the time during which you create the application in the development environment.
5. “Developed Web Server Software” means those Developed Software products that reside logically or physically on at least one (1) Web Server and are operated (meaning the computer Software instruction set is carried out) by the Web Server’s central processing unit(s) (CPU).

6. "Developer Seat Basis" means that each Developer using or otherwise accessing the programmatic interface or the SOFTWARE must obtain the right to do so by purchasing a separate License.
7. "Developer" means a human being or any other automated device using the SOFTWARE in accordance with the terms and conditions of this EULA.
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10. "Network Server Basis" means that you may perform a single install of the SOFTWARE for use in the development and deployment of a Web-based Application and/or Report Definition files on a single Network Server.
11. "Network Server" means a computer with one or more computer central processing units (CPU's) that operates for the purpose of serving other computers logically or physically connected to it, including, but not limited to, other computers connected to it on an internal network, intranet or the Internet.
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17. "Run-Time" means a time when You interact with the application the same way a user would. You can view code, but you cannot change it.
18. "Serial Key" means a set of unique characters associated with the activation of the SOFTWARE.
19. "Site" means the single physical location that corresponds to a single physical mailing address of the server, where Your developed software resides.
20. "SOFTWARE" shall include, to the extent provided by MESCIUS, (1) any data, image or executable files, databases, data engines, computer software, or similar items customarily used or distributed with computer software products; (2) any revisions, updates and/or upgrades thereto; (3) anything in any form whatsoever intended to be used with or in conjunction therewith; and 4) any associated media, documentation (including physical, electronic and online) and printed materials (the "Documentation").
21. "Source Code" shall mean computer Software code or programs in human readable format, such as a printed listing of a program written in a high-level computer language. The term "Source Code" includes, but is not limited to, documents and materials in support of the development of the SOFTWARE, such as flow charts, pseudo code and program notes.

22. "Team" shall mean the development group comprised of five (5) or less developers that are licensed to use the SOFTWARE pursuant to the terms of this EULA.
23. "UPDATE" means a revision to the SOFTWARE or improvement to the functionality of the SOFTWARE, and may contain new features or enhancement.
24. "UPGRADE" means a subsequent version of the SOFTWARE that MESCIUS designates as a new release and makes commercially available.
25. "Web Server" means a type of Network Server that serves other computers which, are specifically connected to it through either an intranet or the Internet.

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License to Develop. You are licensed to install the SOFTWARE onto one (1) Network Server (as defined), and use the SOFTWARE to create and deploy Web-based Applications and/or Report Definition files on one (1) Network Server. You are licensed to either: (a) copy the SOFTWARE solely for backup or archival purposes; or (b) install the SOFTWARE on a single Network Server, provided you keep the original solely for backup or archival purposes.

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