

# **edit-on® NG**

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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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## **Article 10 - FINAL PROVISIONS**

(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/B6, 66115 Saarbruecken, Germany or e-mail to [info@realobjects.com](mailto:info@realobjects.com)

(7) Other. "edit-on" is a trademark and/or registered trademark of RealObjects in Germany and/or various jurisdictions.

(8) Survival. Articles 4, 6, 7, 8, 9 and 10 will survive any termination of this Agreement.

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