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Software License Agreement

IMPORTANT NOTICE

READ THE TERMS AND CONDITIONS OF YOUR LICENSE AGREEMENT

CAREFULLY BEFORE COPYING, INSTALLING, OR USING THE PROGRAM(S)

OR DOCUMENTATION.

THE LICENSE AGREEMENT TOGETHER WITH ANY APPLICABLE ADDENDUM

REPRESENTS THE ENTIRE AGREEMENT BETWEEN YOU (THE "LICENSEE")

AND STRUCTIQE TECHNOLOGIES PVT LTD CONCERNING THE PROGRAM(S) AND

DOCUMENTATION.

BY COPYING, INSTALLING, OR USING THE PROGRAMS AND

DOCUMENTATION, YOU ACCEPT THE TERMS OF THIS AGREEMENT.

IF YOU ARE NOT WILLING TO DO SO, DO NOT COPY, INSTALL,

OR USE THE PROGRAMS AND DOCUMENTATION.

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Software License Agreement

Installation and Use Addendum (if applicable)

Software License Agreement

1. DEFINITIONS.

1.1. "Licensee" means you, whether an individual or an entity, to whom

structIQe Technologies Pvt Ltd grants the License, and who is responsible for complying

with the contractual obligations of the License, and ensuring that anyone

permitted access to the Programs also complies with such obligations.

1.2. "Affiliate" means a legal entity which is controlled by, or controls,

or is under common control with Licensee. Control means (i) beneficial

ownership of at least fifty percent (50%) of the voting securities of a

corporation or other business organization with voting securities, or

(ii) a fifty percent (50%) or greater interest in the profits and

capital of a partnership or other business organization without voting

securities.

1.3. "Computer" means a single physical hardware system containing a maximum

of four (4) Processors. Each hardware partition, or blade in a blade

server, is considered to be a separate Computer, and a hardware system

with more than four (4) Processors is considered to be more than one

Computer.

1.4. "Documentation" means the user guides, if any, accompanying delivery of

a Program, as may be updated from time to time. Documentation may be

delivered in any medium or language.

1.5. "Internal Operations" means the use of a Program by employees,

consultants, student interns, and software administration contractors

of Licensee or an Affiliate on behalf of the Licensee or Affiliate.

1.6. "Licensed User" means an individual authorized by the Licensee to use

the Programs for Licensee's Internal Operations, to the extent

permitted by the License Option acquired.

1.7. "License Option" means the specific rights, restrictions, and

obligations under which Licensee may install and use a Program pursuant

to this Agreement, including those related to the permitted Activation

Type associated with the License Option acquired, as described in the

applicable Installation and Use Addendum, and including restrictions

associated with the License being an "Annual License," "Term License,"

or "Perpetual License" as described under Article 9.

1.8. "Licensor" means the person who, or entity which, grants a license to

StructIQe Technologies Pvt Ltd to redistribute that person's or entity's intellectual

property.

1.9. "Processor" means a single integrated circuit on the motherboard of a

Computer that contains one or more cores which are used for

interpreting software instructions and processing data contained in

software programs.

1.10. "Program" means the software licensed hereunder, including

Documentation, enhancements and error corrections. Each product

licensed here under is a separate Program.

1.11. "Third Party" means any person or legal entity that is not StructIQe Technologies Pvt Ltd,

the Licensee, or an Affiliate.

2. ACCEPTANCE AND REFUNDS. If Licensee does not accept the terms and

conditions of this License and any applicable Addendum, or if Licensee

terminates this License, for any reason, within thirty (30) days of Program

delivery (the "Acceptance Period"), then Licensee shall immediately return

the Programs licensed hereunder to StructIQe Technologies Pvt Ltd or the authorized distributor

from whom Licensee acquired the Programs and, if returned within the

Acceptance Period, shall receive a full refund. By retaining a Program

throughout the Acceptance Period, Licensee accepts the applicable rights,

and agrees to be bound by the applicable obligations and restrictions, of

this Agreement including the License Option acquired with respect to that

Program.

3. LICENSE GRANT. The StructIQe Technologies Pvt Ltd Programs are licensed, not sold.

StructIQe Technologies Pvt Ltd hereby grants to Licensee, subject to the terms of this

Agreement, a nonexclusive license (the "License") to:

3.1. install and use the Programs solely on Computers controlled by

Licensee, in accordance with the License Option acquired and associated

permitted Activation Type provisions contained in the relevant

Installation and Use Addendum, and solely for Internal Operations;

3.2. provide access to online Documentation on Licensee's intranet, provided

it is not accessible over the open Internet;

3.3. print portions of the online Documentation for reasonable use by Licensed

Users; and

3.4. use the Programs as expressly set forth in the Deployment Addendum.

4. LICENSE RESTRICTIONS. The License is subject to the express restrictions

set forth below. Licensee shall not, and shall not permit any Affiliate or

any Third Party to:

4.1. modify, or create any derivative work of, a Program or any part of the

licensed Programs, except as expressly permitted in Article 7. Notwithstanding

anything to the contrary contained herein, any such permitted modifications

must be consistent with all other terms of this Agreement;

4.2. adapt, translate, copy, or convert all or any part of a Program in

order to create software, a principal purpose of which is to perform

the same or similar functions as Programs licensed by StructIQe Technologies Pvt Ltd or to

replace any component of the Programs;

4.3. rent, lease, or loan the Programs; use the Programs for supporting

Third Parties' use of the Programs, time share the Programs, or provide

service bureau or similar service use;

4.4. disassemble, decompile, reverse engineer a Program, or any portion

thereof, or attempt to gain access to its method of operation or source

code;

4.5. sell, license, sublicense, provide access, publish, display, distribute,

disseminate, assign, or otherwise transfer (whether by sale, exchange,

lease, gift, or otherwise) to a Third Party the Programs, any copy or

portion thereof, or any License or other rights thereto, in whole or in

part, without StructIQe Technologies Pvt Ltd prior written consent, except as expressly

permitted in the Deployment Addendum;

4.6. alter, remove, or obscure any copyright, trade secret, patent,

trademark, logo, proprietary and/or other legal notices on or in copies

of the Programs;

4.7. use StructIQe Technologies Pvt Ltd name, trade names, logos, or other trademarks of

StructIQe Technologies Pvt Ltd or any of its Affiliates or Licensors in any advertising,

promotional literature or any other material, whether in written,

electronic, or other form, distributed to any Third Party, except in

the form provided by StructIQe Technologies Pvt Ltd, and then solely for purposes of

identifying StructIQe Technologies Pvt Ltd Programs;

4.8. provide access (directly or indirectly) to the Programs via a web or

network Application, except as permitted in Article 8 of the Deployment

Addendum;

4.9. copy, make available for copy, or otherwise reproduce the Programs, in

whole or in part, except either (a) as may be required for their

installation for the purpose of executing the Program in accordance

with the License Option and associated permitted Activation Type, (b)

as expressly permitted in the Deployment Addendum, or (c) to make a

reasonable number of copies solely for back-up purposes provided that

any such permitted copies shall reproduce all copyright, trade secret,

patent, logo, proprietary and/or other legal notices contained in the

original copy obtained from StructIQe Technologies Pvt Ltd;

4.10. access or use Programs that Licensee is not currently licensed to

access or to use;

4.11. disclose the activation key and/or license file to a Third Party or

allow them to be used except as provided herein;

4.12. republish the Documentation, except as expressly permitted in

Article 3;

4.13. create a server for code generation or deployment Applications;

4.14. make any use of the License on behalf of or for the benefit of a Third

Party in any manner that would constitute a violation of this License if

such use were directly made by the Third Party; and/or

4.15. acquire the License if a principal purpose of the acquisition is to

transfer or assign the License to a Third Party.

5. ADDITIONAL FEES. The fees for the License are determined based upon the

country where all Licensed User(s) are principally located. Additional

fees may apply to a transfer of the License, or the principal location of

any Licensed User, to another country.

6. RETENTION OF RIGHT, TITLE AND INTEREST BY STRUCTIQE TECHNOLOGIES PVT LTD

AND ITS LICENSORS. The Programs shall at all times remain the property

of StructIQe Technologies Pvt Ltd and/or StructIQe Technologies Pvt Ltd' Licensors and Licensee shall

have no right, title, or interest therein, except as expressly set forth in this

Agreement. Licensee shall take appropriate action by instruction, agreement,

or otherwise with any persons permitted access to the Programs, so as to

enable Licensee to satisfy its obligations under the terms of this Agreement.

7. LICENSES FOR THIRD PARTY SOFTWARE AND PRODUCTS. StructIQe Technologies

Pvt Ltd has been granted licenses to distribute certain Third Party

software as part of a Program licensed under a separate license agreement.

These licenses require StructIQe Technologies Pvt Ltd to distribute the software to Licensee

subject to specific terms and conditions, which may be different from or

additional to those contained herein. Should such Third Party software be

provided under the Lesser General Public License, Licensee may make

modifications of the work identified in Section 6 of the Lesser General Public

License for Licensee's own use and reverse engineering for debugging such

modifications. Licensee agrees that acceptance of this Agreement also

confirms Licensee's acceptance of any applicable Third Party software licenses.

8. SOFTWARE MAINTENANCE SERVICE. During any paid Software Maintenance

Service term, if applicable, StructIQe Technologies Pvt Ltd shall provide Software Maintenance

Service for the licensed Programs which consists of: delivering subsequent

releases of the Programs, if any, that are not charged for separately;

exerting reasonable efforts to both (a) provide, within a reasonable time,

workarounds for any material programming errors in the current release of

the Programs that are directly attributable to StructIQe Technologies Pvt Ltd, and (b) correct

such errors in the next available release, provided Licensee provides

StructIQe Technologies Pvt Ltd with sufficient information to identify the errors. During this

same paid Software Maintenance Service term, Licensee shall also be

entitled to receive technical support for the current release. Technical

support means assistance by telephone, web, and e-mail with the

installation and/or use of the then-current release of the licensed

Programs, including all available bug fixes and patches, and their

interaction with supported hardware and operating systems ("Platforms").

StructIQe Technologies Pvt Ltd reserves the option to discontinue, in whole or in part, and at

any time, offering Software Maintenance Service and/or technical support

for any Program or Platform.

9. LICENSE DURATION ("TERM"). This Agreement shall continue until the earlier

of (a) termination by StructIQe Technologies Pvt Ltd or Licensee as provided below, or (b) such

time as there are no Programs being licensed to Licensee hereunder.

9.1. For Annual Licenses: Licensee understands and agrees that each Annual

License and associated Software Maintenance Service will expire

automatically and the Programs will stop operating promptly after its

corresponding one (1) year period, unless Licensee renews its License

by remitting the then-current annual License fee.

9.2. For Term Licenses: Licensee understands and agrees that each Term

License and associated Software Maintenance Service will expire

automatically and the Programs will stop operating promptly after the

corresponding period of the term licensed, unless Licensee renews its

License by remitting the then-current term License fee.

9.3. For Perpetual Licenses: Licensee shall have the right to use the

Programs indefinitely, subject to the termination provisions in this

Agreement. Licensee understands and agrees that the Software

Maintenance Service for each Perpetual License will terminate

automatically upon expiration of the initial Software Maintenance

Service term included with the acquisition of the License. Thereafter,

the Software Maintenance Service term may be renewed for any Program,

at the then-current price, and for the then-applicable term, as long as

StructIQe Technologies Pvt Ltd offers such Software Maintenance Service for such

Program.

10. TERMINATION. StructIQe Technologies Pvt Ltd may terminate this Agreement and all

Licenses granted hereunder by written notice to Licensee if Licensee breaches

any material term of this License, including failure to pay any License fees

due, and Licensee has not cured such breach within sixty (60) days of

written notification. StructIQe Technologies Pvt Ltd may immediately terminate upon notice

this Agreement and all Licenses granted hereunder should Licensee breach

the terms and conditions of Articles 3, 4, and/or 11. If Licensee or any

of its Affiliates commences or participates in any legal proceeding

against StructIQe Technologies Pvt Ltd or any of StructIQe Technologies Pvt Ltd' Affiliates challenging or

asserting any intellectual property rights in or against any of the Programs

licensed hereunder, then StructIQe Technologies Pvt Ltd may, without waiving any other legal

rights or remedies available to it, immediately terminate this License.

The foregoing sentence only applies to (a) a Licensee who has as its

principal business the holding of patents and who does not engage, either

directly or through an Affiliate, in any material active business of

making products that embody the patents or (b) a Licensee who engages,

either directly or through an Affiliate, in a principal business of

licensing or making available commercial off the shelf ("COTS") software

to Third Parties. Licensee may terminate this License at any time, for any

reason. Licensee shall not be entitled to any refund if this License is

terminated, except for License fees paid for any Programs for which the

Acceptance Period has not expired at the time of termination. Upon

termination, Licensee shall promptly return all but archival copies of the

Programs in Licensee's possession or control, or promptly provide written

certification of their destruction.

11. EXPORT CONTROL. The Programs may be subject to governmental export

and import laws and regulations. Notwithstanding any other term of this

Agreement or Third Party agreement, Licensee's rights under this Agreement

may not be exercised by Licensee or any Third Party in violation of such laws

and regulations, nor may this Agreement be transferred to any party where

doing so would result in such a violation. The terms of any limitation on

the use, transfer or re-export of the Programs imposed by StructIQe Technologies Pvt Ltd

in any Destination Control Statement or other document for the purpose of export

control shall prevail over any term in this Agreement. It shall be

Licensee's responsibility to comply with the latest governmental

export and import regulations.

12. TAXES, DUTIES, CUSTOMS. Absent appropriate exemption certificates or

other conclusive proof of tax exempt status, Licensee shall pay all

applicable sales, use, excise, value-added, and other taxes, duties,

levies, assessments, and governmental charges payable in connection with

this Agreement or the Licenses granted hereunder, excluding taxes based on

or measured by StructIQe Technologies Pvt Ltd' income, for which StructIQe Technologies Pvt Ltd shall be

solely responsible.

13. ASSIGNMENT. Licensee may not assign or otherwise transfer this Agreement

and its rights and obligations hereunder, in whole or in part, by

operation of law or otherwise, without the written consent of StructIQe Technologies Pvt Ltd.

Licensee agrees that StructIQe Technologies Pvt Ltd may withhold such consent if it

determines, in its sole discretion, that a principal purpose of the acquisition

of this License was to assign the License to a Third Party. In the case of any

permitted assignment or transfer of or under this Agreement, this Agreement

or the relevant provisions shall be binding upon, and inure to the benefit

of, the successors, executors, heirs, representatives, administrators and

assigns of the parties hereto. StructIQe Technologies Pvt Ltd may charge Licensee an

administrative fee for any permitted assignment.

14. LIMITATION OF LIABILITY. The Programs should not be relied on as the sole

basis to solve a problem or implement a design whose incorrect solution or

implementation could result in injury to person or property. If a Program

is employed in such a manner, it is at the Licensee's own risk and

StructIQe Technologies Pvt Ltd and its Licensors explicitly disclaim all liability for such

misuse to the extent allowed by law. StructIQe Technologies Pvt Ltd’s and StructIQe Technologies Pvt Ltd’s

Licensors' liability for death or personal injury resulting from negligence or for

any other matter in relation to which liability by law cannot be excluded

or limited shall not be excluded or limited. Except as aforesaid, (a) any

other liability of StructIQe Technologies Pvt Ltd and its Licensors (whether in relation to

breach of contract, negligence or otherwise) shall not in total exceed the

amount paid to StructIQe Technologies Pvt Ltd under this Agreement in the twelve month

period preceding the claim in question, for the Program with respect to which

the liability in question arises; and (b) StructIQe Technologies Pvt Ltd and its Licensors shall

have no liability for any indirect or consequential loss (whether

foreseeable or otherwise and including loss of profits, loss of business,

loss of opportunity, and loss of use of any computer hardware or

software).

15. LIMITED WARRANTY/LIMITATION OF REMEDIES. StructIQe Technologies Pvt Ltd

warrants that StructIQe Technologies Pvt Ltd, on its own behalf or through its Licensors, has

the right to grant the License rights hereunder. StructIQe Technologies Pvt Ltd warrants that

the physical media provided shall be free from defects in material and

workmanship for a period of ninety (90) days from delivery, or it will be

replaced by StructIQe Technologies Pvt Ltd at no cost to Licensee. StructIQe Technologies Pvt Ltd further

warrants, for a period of one (1) year from delivery or for the term of the

License, whichever is less, that each copy of each Program will conform in all

material respects to the description of such Program's operation in the

Documentation. In the event that a Program does not operate as warranted,

Licensee's exclusive remedy and StructIQe Technologies Pvt Ltd’s sole liability under this

warranty shall be the correction or workaround by StructIQe Technologies Pvt Ltd of major

defects within a reasonable time. Should such correction or workaround be

impractical, StructIQe Technologies Pvt Ltd may, at its option, terminate the relevant License

and refund the initial License fee paid to StructIQe Technologies Pvt Ltd for such Program.

All requests for warranty assistance should be directed to StructIQe Technologies Pvt Ltd

regional office.

16. DISCLAIMER OF WARRANTIES. Except for warranties expressly set forth in

Article 15 of this Agreement (or as implied by law where the law provides

that the particular terms implied cannot be excluded by contract), any and

all Programs, Documentation, and Software Maintenance Services are

delivered "as is" and StructIQe Technologies Pvt Ltd makes and the Licensee receives no

additional express or implied warranties. StructIQe Technologies Pvt Ltd and its Licensors

hereby expressly disclaim any and all other conditions, warranties, or

other terms of any kind or nature concerning the Programs, Documentation,

and Software Maintenance Services (including, without limitation, any with

regard to infringement, merchantability, quality, accuracy, or fitness for

a particular purpose or Licensee's purpose). StructIQe Technologies Pvt Ltd also expressly

disclaims any warranties that may be implied from usage of trade, course

of dealing, or course of performance. Except for the express warranties

stated in Article 15 of this Agreement, the Programs, Documentation, and

Software Maintenance Services are provided with all faults, and the entire

risk of satisfactory quality, performance, accuracy, and effort is with

Licensee. StructIQe Technologies Pvt Ltd does not warrant that the Programs and

Documentation will operate without interruption or be error free. Some

states and countries do not allow limitations on how long an implied

warranty lasts, so the above limitation may not apply to Licensee. The

warranty in Article 15 gives Licensee specific legal rights and Licensee may

also have other rights which vary from state to state and country to country.

Licensee accepts responsibility for its use of the Programs and the

results obtained therefrom.

17. GOVERNING LAW; JURISDICTION. This Agreement shall be interpreted,

enforced and construed and the rights of the parties hereunder governed in

all respects by the laws of the Indian Government.

18. COMPLIANCE WITH LICENSES. Licensee agrees to notify StructIQe Technologies Pvt Ltd

promptly upon discovery of any failure to comply with one or more Licenses

granted under this Agreement, or any failure to comply with any other material

term of this Agreement. Licensee agrees that, StructIQe Technologies Pvt Ltd or its

authorized representative shall, upon reasonable prior notice, have the

right to inspect Licensee's and Licensee's Affiliates' records, systems, and

facilities, during normal business hours, to verify that Licensee's and its Affiliates'

use of the Programs is in conformity with valid licenses. If a verification

discloses that Licensee's or any of its Affiliates' use is not in

conformity with a valid license, Licensee shall immediately take all

necessary steps to cure any past defaults, including paying any unpaid

license fees, to bring Licensee's or any of its Affiliates' use into

conformity.

19. LICENSE MANAGEMENT. The Programs contain technology for the

prevention of unlicensed use. The Programs require activation to exercise

your rights under this Agreement. You may also need to activate if you

redesignate the Programs on your License or modify your hardware. Activation

associates the use of the Programs with a specific Computer, and in some cases

the Licensed User. During activation, data about the Programs and the

Computer may be required to be transmitted to StructIQe Technologies Pvt Ltd.

This data includes the License information, Computer identification, and location.

Some License Options may require the StructIQe Technologies Pvt Ltd Account information

and the operating system user name for the Licensed User. A License file will be

provided to complete activation.

20. HEADINGS. The inclusion of headings is for convenience of reference only

and shall not affect the construction or interpretation of this Agreement.

21. ENTIRE AGREEMENT. This Agreement, and any applicable Addendum

thereto including any documents referenced therein are incorporated herein

by reference, and contain the entire understanding of the parties and may not

be modified or amended except by written instrument, executed by

authorized representatives of StructIQe Technologies Pvt Ltd and Licensee. In the event of

any conflict between this Agreement and any purchase order executed by

Licensee (whether executed before or after this Agreement), this Agreement

shall prevail.

StructIQe Technologies Pvt Ltd Software License Agreement - Installation and Use Addendum

This is an Addendum to StructIQe Technologies Pvt Ltd Software License Agreement (the

"Agreement"), and the terms and conditions of this Addendum are incorporated

therein. Each capitalized term used herein and not defined herein shall have

the meaning ascribed to it in the Agreement.

1. SCOPE. The Installation and Use provisions of this Addendum apply to each

Program licensed under the Agreement. The applicable provisions are

determined by the particular License Option that Licensee acquired,

including those related to the permitted Activation Type associated with

the License Option acquired.

2. DEFINITIONS.

2.1. Activation Type. One of the Standalone Named User, Designated

Computer, Network Named User, or Network Concurrent User Activation

Types available with respect to the License Option acquired.

2.2. License Manager. The Safenet license management software provided with

the Program(s).

2.3. Licensed User. An individual authorized by the Licensee to use the

Programs for Licensee's Internal Operations, to the extent permitted by

the License Option acquired.

2.4. License Option. The specific rights, restrictions, and obligations

under which Licensee may install and use a Program pursuant to the

Agreement, including those related to the permitted Activation Type

associated with the License Option acquired.

2.5. Named User. A Licensed User designated and identified by Licensee as

the "Named User" for a License to a Program under either the

"Standalone Named User" or "Network Named User" Activation Type.

3. INSTALLATION AND USE. Specific rights, obligations, and restrictions apply

to each License Option. Licensee's right to install and use the Programs

is determined by the License Option acquired, including the permitted

Activation Type with respect to such License Option. By accepting the

terms and conditions of the Agreement, Licensee also accepts the License

Option acquired.

3.1. License Options.

3.1.1. Individual. Except as specifically set forth in Section 3.3

hereof, the Individual License Option permits one Activation Type,

either the Standalone Named User Activation Type or the Designated

Computer Activation Type.

3.1.2. Network Named User. Except as specifically set forth in Section

3.3 hereof, the Network Named User License Option permits only the

Network Named User Activation Type.

3.1.3. Concurrent. Except as specifically set forth in Section 3.3

hereof, the Concurrent License Option permits only the Network

Concurrent User Activation Type.

3.2. Activation Types.

3.2.1. Standalone Named User. Program use is restricted to the single,

designated Named User. Programs may be activated and used on one

or more individual Computers, provided the Programs are only

accessible to, and used by, the Named User for that License. The

physical locations of the Computers used by the Named User to run

the Programs are not limited; the Computers may be located at work,

home, or on a laptop. Licensee may only designate

one Licensed User access to or use of the Programs under each Named

User License. A Computer login of a Named User may not be shared

with any other individual. Licensee may redesignate the Named User

for a Program, whether temporarily or not, no more than four (4)

times in any twelve (12) month period. In the case

of Standalone Named User Licenses licensed as part of a group,

Licensee shall be responsible for, and shall assign an

administrator the task of, administering the Licenses and Programs,

including new versions of the Programs delivered during any paid

Software Maintenance Service term.

3.2.2. Designated Computer. The Programs may only be activated and used on

a single, designated Computer, provided the Programs are only

operated from that Computer's console by only one Licensed User at

any given time. Licensee may redesignate the Computer for a

Program to a different Computer, whether temporarily or not, no

more than four (4) times in any twelve (12) month period. In the

case of Designated Computer Licenses licensed as part of a group,

Licensee shall be responsible for, and shall assign an

administrator the task of, administering the Licenses and Programs,

including new versions of the Programs delivered during any paid

Software Maintenance Service term.

3.2.3. Network Named User. Programs must be activated on a single

Computer. Licensee must run the License Manager and edit the

Local License Options file to maintain a list of Named Users

authorized to use each Program. Licensee may re-edit the list of

Named Users in the Local License Options file and may redesignate

Named Users for a Program, whether temporarily or not, no more

than four (4) times in any twelve (12) month period, provided the

number of Named Users never exceeds the number licensed per

Program. Programs may be installed in a central location or on

individual Computers to accelerate startup times, as long as the

use on all Computers is controlled by the License Manager. A Computer

login of a Named User may not be shared with any other individual.

3.2.4. Network Concurrent User. Programs must be activated on a single

Computer. Licensee must run the License Manager and may have only

as many Licensed Users simultaneously using a Program at any given

time as the number of Concurrent keys acquired for that Program.

Subject to the foregoing, a Licensed User of the Concurrent

License Option may utilize the Programs on any number of Computers

served by a single License Manager provided that, before using a

Program on any Computer, the Licensed User checks out a separate

Concurrent key from the License Manager for that Computer.

Programs may be installed in a central location or on individual

Computers to accelerate startup times as long as the use on all

Computers is controlled by the License Manager. Licensees of the

Concurrent License Option are prohibited from providing Program

access to users located outside a single country unless Licensee

has contracted for global use.

4. REMOTE AND SHARED OPERATION

Subject also to the foregoing:

4.1. Remote Access to the Desktop: Using the Microsoft Remote Desktop

connection feature or similar technologies:

4.1.1. Named Users and Network Named Users may remotely access Programs

for which they are licensed.

4.1.2. Network Concurrent Users may remotely access Programs served by the

License Manager for the License under which they are operating.

4.1.3. The Licensee of a Designated Computer Activation Type may designate

one Licensed User to remotely access the Programs licensed on the

Designated Computer for operation on that Designated Computer.

4.2. Shared Access to the Desktop:

4.2.1. A Licensed User using Microsoft Remote Assistance technology,

NetMeeting conferencing software, or similar technologies may share

remotely the desktop view of a Program session with another

individual for assistive or demonstrative purposes only.