**FORERUNNER SOFTWARE LICENSE TERMS**

**FORERUNNER SOFTWARE MOBILIZER FOR SQL SERVER REPORTING SERVICES**

These license terms are an agreement between Forerunner and you. Please read them. They apply to the software named above, which includes the media on which you received it, if any. The terms also apply to any Forerunner Software

 updates,

 supplements,

 Internet-based services, and

 support services

for this software, unless other terms accompany those items. If so, those terms apply.

**BY USING THE SOFTWARE, YOU ACCEPT THESE TERMS. IF YOU DO NOT ACCEPT THEM, DO NOT USE THE SOFTWARE. INSTEAD, RETURN IT FOR A REFUND OR CREDIT**

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**IF YOU COMPLY WITH THESE LICENSE TERMS, YOU HAVE THE RIGHTS BELOW FOR EACH SOFTWARE LICENSE YOU ACQUIRE.**

**1. OVERVIEW.**

**1.1 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.

**1.2 License Model.** The software is licensed based on

 the number of processor cores the instances of server software that you run, and

**1.3 Licensing Terminology.**

 **Instance.** You create an “instance” of the software by executing the software’s setup or install procedure. You also create an instance of the software by duplicating an existing instance. References to the “software” in this agreement include “instances” of the software.

 **Run an Instance.** You “run an instance” of the 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 (“OSE”).** An “operating system environment” or “OSE” is

(i) 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

(ii) instances of applications, if any, configured to run on the operating system instance or part identified above.

A physical hardware system can have either or both of the following:

 one physical operating system environment;

 one or more virtual operating system environments.

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 or to provide hardware virtualization services (e.g., 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.

 **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.

 **Physical Core.** A physical core is a core in a physical processor. A physical processor consists of one or more physical cores.

 **Hardware Thread.** A hardware thread is either a physical core or a hyper-thread in a physical processor.

 **Virtual Core.** A virtual core is the unit of processing power in a virtual (or otherwise emulated) hardware system. A virtual core is the virtual representation of one or more hardware threads. Virtual OSEs use one or more virtual cores.

 **Assigning a License.** To assign a license means simply to designate that license to one server, device or user.

**2. USE RIGHTS.**

**2.1 Assigning the License to the Server.**

a) 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.

b) 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.

**2.2 Running Instances of the Server Software**. Once you have assigned the license to the server, you may run any number of instances of the server software on the licensed server at a time.

**2.3 Creating and Storing Instances on Your Servers or Storage Media.** You have the additional rights listed below for each software license you acquire.

**(a)** You may create any number of instances of the server software and additional software.

**(b)** You may store instances of the server software and additional software on any of your servers or storage media.

**(c)** 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).

**3. ADDITIONAL LICENSING REQUIREMENTS AND/OR USE RIGHTS.**

**3.1 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.

**3.2 Maximum Instances.** The software or your hardware may limit the number of instances of the server software that can run in physical or virtual operating system environments on the server.

**4. PRODUCT KEYS.** The software requires a key to install or access it. You are responsible for use of the keys assigned to you. You may not share the keys with third parties. You may not use keys assigned to third parties.

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**12. ENTIRE AGREEMENT.** 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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**13.1 United States.** If you acquired the software in the United States, Washington state law governs the interpretation of this agreement and applies to claims for breach of it, regardless of conflict of laws principles. The laws of the state where you live govern all other claims, including claims under state consumer protection laws, unfair competition laws, and in tort.

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 Forerunner Software knew or should have known about the possibility of the damages.

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**LIMITED WARRANTY**

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**F. WARRANTY PROCEDURES.** You need proof of purchase for warranty service.

**1. United States and Canada.** For warranty service or information about how to obtain a refund for software acquired in the United States and Canada, contact Forerunner Software at

 (800) XXX-XXX;

 visit www.Forerunnersw.com

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