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(b) **Deployment Software.** Deployment Software is licensed on a per-Processor basis. Each Deployment License permits Customer to deploy the Software on a single Processor through which an unrestricted number of Users may use the Deployment Software. (Although Deployment Software does not include Development Software tools or applicable documentation, Customer may use Deployment Software for Customer's application development and testing purposes.)

(c) **Standard Edition.** Each Customer purchase of a Novell exteNd Director Enterprise edition license entitles Customer to a license of Novell exteNd Director Standard edition at no additional charge. The Standard edition of exteNd Director may be obtained pursuant to instructions shipped with the Enterprise edition, subject to acceptance of the terms of its separate license agreement. Standard edition software obtained pursuant to the foregoing is not upgradable.

2. **FEES AND PAYMENT.** License fees are due and payable within thirty (30) days after Customer's receipt of the invoice. Customer shall pay all applicable shipping charges, and sales, use, value added, personal property, consumption or similar taxes, tariffs or governmental charges, other than Novell's net income and corporate franchise taxes.

3. **SUPPORT SERVICES.** Customer may purchase technical support, update assurance and/or training services in support of the Software ("Support Services") in accordance with then-current programs for such Support Services, current versions of which can be found at [www.novell.com](http://www.novell.com). Novell does not provide support in connection with any modification by Customer of the PMC or PAC components, or with any sample applications.

#### 4. CERTAIN RESTRICTIONS AND OTHER CONDITIONS.

- (a) Customer may not copy the Software except as expressly allowed under Sections 1(a) and 4(e) of this Agreement.
- (b) Customer may not modify, enhance, reverse engineer, decompile, disassemble, supplement, create derivative work from, adapt, translate or otherwise reduce the Software to human readable form, except (i) as specifically permitted in the Documentation or (ii) to the extent that such activity is expressly permitted by applicable law in order to achieve interoperability of the Software with other software, in which case Customer shall inform Novell accordingly in writing and Novell shall then decide to either perform the work necessary to achieve such interoperability and charge Customer its then-standard rates for such work, or permit Customer to reverse engineer parts of the Software, but only to the extent necessary to achieve such interoperability.
- (c) Customer may not host, rent, lease or lend the Software nor allow use of the Software for service bureau, timesharing or any other form of shared use.
- (d) Except as otherwise expressly permitted in this Agreement, Customer may not cause or permit the disclosure, copying, renting, licensing, sublicensing, leasing, dissemination or other distribution of the Software or its Documentation by any means or in any form to any third party (including, without limitation, any form of distributor or reseller), without a signed agreement granting such right(s).
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- (m) PMC and PAC components, as well as sample applications, provided with the Software, may solely be used with Novell exteNd software products.
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#### 8. GENERAL TERMS.

Term. This Agreement becomes effective on the date Customer legally acquires the Software and will automatically terminate if Customer breaches any of its terms. Upon termination of this Agreement, Customer must destroy the original and all copies of the Software or return them to Novell and delete the Software from Customer's systems. Sections 2, 5, 6, 7 and 8 shall survive termination of this Agreement.

Law and Jurisdiction. This Agreement is governed by the laws of the State of Utah, U.S. Any action at law relating to this Agreement may only be brought before the courts of competent jurisdiction of the State of Utah. If, however, Customer's country of principal residence is a member state of the European Union or the European Free Trade Association, this Agreement is governed by the laws of that country, and any action at law may only be brought before a court of competent jurisdiction of that country.

Entire Agreement. This Agreement sets forth the entire understanding and agreement between Customer and Novell and may be amended only in a writing signed by both parties. NO VENDOR, DISTRIBUTOR, DEALER, RETAILER, RESELLER, SALES PERSON, OR EMPLOYEE IS AUTHORIZED TO MODIFY THIS AGREEMENT OR TO MAKE ANY REPRESENTATION OR PROMISE THAT IS DIFFERENT FROM, OR IN ADDITION TO, THE TERMS OF THIS AGREEMENT.

Waiver. No waiver of any right under this Agreement will be effective unless in writing, signed by a duly authorized representative of the party to be bound. No waiver of any past or present right arising from any breach or failure to perform will be deemed to be a waiver of any future right arising under this Agreement.

Severability. If any provision in this Agreement is invalid or unenforceable, that provision will be construed, limited, modified or, if necessary, severed, to the extent necessary, to eliminate its invalidity or unenforceability, and the other provisions of this Agreement will remain unaffected.

Other. The application of the United Nations Convention of Contracts for the International Sale of Goods is expressly excluded. Novell is a registered trademark of Novell, Inc. in the United States and other countries.