

# VersaReports Universal Report Server License Terms

---

These license terms are an agreement between VersaReports, LLC (or based on where you live, one of its affiliates) 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 VersaReports

- 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 OR PURCHASE THE SOFTWARE.**

---

**If you comply with these license terms you have the rights below for each software license you acquire or each server you appropriately license, as further explained in section 2.**

## 1. OVERVIEW.

### a. **Software.** The software includes

- product software; and
- additional software that may only be used with the product software directly, or indirectly through other additional software.

### b. **License Model.** The software is licensed based on the number of physical and virtual processors used by operating system environments in which you run instances of the server software (see section 2– Terms Specific to the Per Processor License Model).

### c. **Licensing Terminology.**

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

**Run an Instance.** You “run an instance” of 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.** An “operating system environment” is
  - 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
  - instances of applications, if any, configured to run on the operating system instance or parts identified above.

There are two types of operating system environments, physical and virtual. 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 (e.g. VMware ESX Server or similar technologies) or to provide hardware virtualization services (e.g. Microsoft 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. A physical hardware system can have either or both of the following:

- one physical operating system environment
- one or more virtual operating system environments.
- **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 and Virtual Processors.** A physical processor is a processor in a physical hardware system. Physical operating system environments use physical processors. A virtual processor is a processor in a virtual (or otherwise emulated) hardware system. Virtual operating system environments use virtual processors. A virtual processor is considered to have the same number of threads and cores as each physical processor on the underlying physical hardware system.
- **Assigning a License.** To assign a license means simply to designate that license to one server.

## 2. LICENSE TERMS.

- a. **Licensing.** Universal Report Server is licensed on a per-server model with two editions: Standard Edition for servers with one or two physical processors, and Enterprise Edition for servers with more than two physical processors. Before you purchase a license for Universal Report Server, you must determine the Edition required for a particular server to be licensed.

Once you receive and authenticate the license key, you may not reassign the license key to another server without contacting VersaReports, LLC for an updated license key. At that time, the new server hardware becomes the server to which the license is assigned.

If you plan to install Universal Report Server in a virtual operating system environment, you are only permitted to use a single license on a single virtual operating system environment. In other words, if you purchase one license, it may only run on a single virtual machine *or* physical machine, but not both and not multiple virtual or physical machines.

If you purchase Standard Edition, you may not run the software on a physical server with more than two physical processors, even if you use a virtual operating system environment to limit the number of allocated processors.

- b. **No Client Access Licenses (CALs) Required for Access.** You do not need CALs for the other devices to access your instances of the server software.
- c. **Trial Licenses.** VersaReports makes a time-limited or feature-limited version of Universal Report Server available for customer evaluation. Without the expressed written permission of VersaReports, you may not use this software beyond the time limits placed on the software, nor are you permitted to override any time or feature limitations of the trial software. At any time during or after the trial period, you may remove the time or feature limitations by only purchasing a valid license key from VersaReports or its authorized resellers or partners.
- d. **BETA Release License Terms.** From time to time, VersaReports may release a version of the Universal Report Server to obtain early customer feedback. These releases are marked with the word "BETA" in the title bar of

the setup program and are provided for EVALUATION PURPOSES ONLY. These releases do not include any warranty, expressed or implied and you are free to use that release until it expires, but you may do so only at your own risk. These releases may contain defects or other issues and we will provide timely support to assist you with these defects if you contact us via e-mail at support@versareports.com. Once this release expires, you must remove the software entirely from your server.

- e. **Resale.** This license governs the use of the product and resale under this agreement is not permitted. For reseller agreements, please contact VersaReports sales department.

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

- a. **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.

- b. **Multiplexing.** Hardware or software you use to

- pool connections,
- reroute information, and
- reduce the number of devices or users that directly access or use the software, or
- reduce the number of devices or users the software directly manages,

(sometimes referred to as “multiplexing” or “pooling”), does not reduce the number of licenses of any type that you need.

- c. **Report Designers.** The software does not include licenses or code for any report designers and you are responsible for acquiring the correct number and type of licenses for the report designer products you wish to use with VersaReports Universal Report Server. You are encouraged to seek the counsel of your report designer vendor or their resellers for assistance.
- d. **Microsoft Products.** This software must run on a Microsoft Windows Server operating system and uses Microsoft SQL Server for its database storage. You are responsible for acquiring the correct number and type of licenses for these products and your environment and you are encouraged to seek the counsel of Microsoft or its resellers for assistance.
- e. **No Separation of Product Software.** You may not separate the product 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.
- f. **Fail-over Server.** This software is licensed on a per-server basis. You may not load this software on another passive server for fail-over purposes without purchasing a second Universal Report Server license from VersaReports or its authorized resellers.

- 4. **PRODUCT KEYS.** The software requires a key to access it beyond the trial period. You are responsible for the use of keys assigned to you. You should not share the keys with third parties. You may not use keys assigned to third parties. After receiving the keys, you are required to run a licensing tool to lock the key to your hardware. Once a key is locked to your hardware, any significant hardware change may require that you contact VersaReports, LLC to obtain a replacement license key, which shall be provided at no charge, provided that your current license key is valid. BETA releases do not include product keys and may be time-limited.

- 5. **INTERNET-BASED SERVICES.** VersaReports may provide Internet-based services with the software. It may change or cancel them at any time.

- 6. **SCOPE OF LICENSE.** The software is licensed, not sold. This agreement only gives you some rights to use the software. VersaReports reserves all other rights. Unless applicable law gives you more rights despite this limitation,

you may use the software only as expressly permitted in this agreement. In doing so, you must comply with any technical limitations in the software that only allow you to use it in certain ways. You may not

- reverse engineer, decompile or disassemble the software, except and only to the extent that applicable law expressly permits, despite this limitation;
- publish software keys for others to copy;
- rent, lease or lend the software; or
- use the software for commercial software hosting services.

Rights to access the software on any device do not give you any right to implement VersaReports patents or other VersaReports intellectual property in software or devices that access that device.

- 7. SOURCE CODE.** Universal Report Server is shipped with several source code files, including files for integrating third-party report designers and files for integrated Universal Report Server in your portal and security infrastructure. These files are provided in a human-readable form and they fall outside of any "reverse engineering" limitation as specified in Section 6, above. You may make changes to these files, but any changes you make to these files places them outside the normal software warranty. Any support provided by VersaReports for these files is subject to your in-force support contract and the published VersaReports rules for support.
- 7. DOCUMENTATION.** Any person that has valid access to your computer or internal network may copy and use the documentation for your internal, reference purposes.
- 8. NOT FOR RESALE SOFTWARE.** You may not sell software marked as "NFR" or "Not for Resale."
- 9. TRANSFER TO A THIRD PARTY.** The first user of the software may transfer it with this agreement directly to a third party. Before the transfer, that party must agree that this agreement applies to the transfer and use of the software. The transfer must include the software key and VersaReports, LLC must be notified so that the acquiring user can legally authorize the product. The first user may not retain any instances of the software or software key unless that user also retains another license for the software.
- 10. EXPORT RESTRICTIONS.** The software is subject to United States export laws and regulations. You must comply with all domestic and international export laws and regulations that apply to the software. These laws include restrictions on destinations, end users and end use.
- 11. SUPPORT SERVICES.** VersaReports provides support services for the software as described at [www.versareports.com/support](http://www.versareports.com/support). A support agreement may be required to obtain assistance or product upgrades, as described on the versareports.com web site.
- 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.
- 13. APPLICABLE LAW.**
  - a. United States.** If you acquired the software in the United States, Georgia 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.
  - b. Outside the United States.** If you acquired the software in any other country, the laws of that country apply.
- 14. LEGAL EFFECT.** This agreement describes certain legal rights. You may have other rights under the laws of your state or country. You may also have rights with respect to the party from whom you acquired the software. This

agreement does not change your rights under the laws of your state or country if the laws of your state or country do not permit it to do so.

**15. LIMITATION ON AND EXCLUSION OF DAMAGES. YOU CAN RECOVER FROM VERSAREPORTS AND ITS SUPPLIERS ONLY DIRECT DAMAGES UP TO THE AMOUNT YOU PAID FOR THE SOFTWARE. YOU CANNOT RECOVER ANY OTHER DAMAGES, INCLUDING CONSEQUENTIAL, LOST PROFITS, SPECIAL, INDIRECT OR INCIDENTAL DAMAGES.**

This limitation applies to

- anything related to the software, services, content (including code) on third party Internet sites, or third party programs; and
- claims for breach of contract, breach of warranty, guarantee or condition, strict liability, negligence, or other tort to the extent permitted by applicable law.

It also applies even if

- repair, replacement or a refund for the software does not fully compensate you for any losses; or
- VersaReports knew or should have known about the possibility of the damages.

Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you. They also may not apply to you because your country may not allow the exclusion or limitation of incidental, consequential or other damages.

\*\*\*\*\*

**LIMITED WARRANTY**

- A. LIMITED WARRANTY.** If you follow the instructions, the software will perform substantially as described in the VersaReports materials that you receive in or with the software.
- B. TERM OF WARRANTY; WARRANTY RECIPIENT; LENGTH OF ANY IMPLIED WARRANTIES.** THE LIMITED WARRANTY COVERS THE SOFTWARE FOR ONE YEAR AFTER ACQUIRED BY THE FIRST USER. IF YOU RECEIVE SUPPLEMENTS, UPDATES, OR REPLACEMENT SOFTWARE DURING THAT YEAR, THEY WILL BE COVERED FOR THE REMAINDER OF THE WARRANTY OR 30 DAYS, WHICHEVER IS LONGER. If the first user transfers the software, the remainder of the warranty will apply to the recipient.
- TO THE EXTENT PERMITTED BY LAW, ANY IMPLIED WARRANTIES, GUARANTEES OR CONDITIONS LAST ONLY DURING THE TERM OF THE LIMITED WARRANTY. Some states do not allow limitations on how long an implied warranty lasts, so these limitations may not apply to you. They also might not apply to you because some countries may not allow limitations on how long an implied warranty, guarantee or condition lasts.
- C. EXCLUSIONS FROM WARRANTY.** This warranty does not cover problems caused by your acts (or failures to act), the acts of others, or events beyond VersaReport's reasonable control.
- D. REMEDY FOR BREACH OF WARRANTY.** VERSAREPORTS WILL REPAIR OR REPLACE THE SOFTWARE AT NO CHARGE. IF VERSAREPORTS CANNOT REPAIR OR REPLACE IT, VERSAREPORTS WILL REFUND THE AMOUNT SHOWN ON YOUR RECEIPT FOR THE SOFTWARE. IT WILL ALSO REPAIR OR REPLACE SUPPLEMENTS, UPDATES AND REPLACEMENT SOFTWARE AT NO CHARGE. IF VERSAREPORTS CANNOT REPAIR OR REPLACE THEM, IT WILL REFUND THE AMOUNT YOU PAID FOR THEM, IF ANY. YOU MUST UNINSTALL THE SOFTWARE AND RETURN ANY MEDIA, SOFTWARE KEYS, AND OTHER ASSOCIATED MATERIALS TO VERSAREPORTS WITH PROOF OF PURCHASE TO OBTAIN A REFUND. THESE ARE YOUR ONLY REMEDIES FOR BREACH OF THE LIMITED WARRANTY.
- E. CONSUMER RIGHTS NOT AFFECTED.** YOU MAY HAVE ADDITIONAL CONSUMER RIGHTS UNDER YOUR LOCAL LAWS, WHICH THIS AGREEMENT CANNOT CHANGE.

- F. WARRANTY PROCEDURES.** You need proof of purchase for warranty service. For warranty service or information about how to obtain a refund for software acquired anywhere in the world, please contact VersaReports, LLC at support@versareports.com.
- G. NO OTHER WARRANTIES.** THE LIMITED WARRANTY IS THE ONLY DIRECT WARRANTY FROM VERSAREPORTS. VERSAREPORTS GIVES NO OTHER EXPRESS WARRANTIES, GUARANTEES OR CONDITIONS. WHERE ALLOWED BY YOUR LOCAL LAWS, VERSAREPORTS EXCLUDES IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. If your local laws give you any implied warranties, guarantees or conditions, despite this exclusion, your remedies are described in the Remedy for Breach of Warranty clause above, to the extent permitted by your local laws.
- H. LIMITATION ON AND EXCLUSION OF DAMAGES FOR BREACH OF WARRANTY.** THE LIMITATION ON AND EXCLUSION OF DAMAGES CLAUSE ABOVE APPLIES TO BREACHES OF THIS LIMITED WARRANTY.

THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM STATE TO STATE. YOU MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM COUNTRY TO COUNTRY.