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- the c-tree Plus® V7.11 ("c-tree Plus"); and
- the c-tree® Server Software Development Kit ("Server SDK") included within c-tree Plus; and
- the ("Custom Server") and ("Bound Server") executables created using the Server SDK; and
- the development editions of the c-tree Server ("Development Servers"); and
- the development editions of the FairCom® ODBC and Crystal Reports™ Drivers ("Development Drivers");

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Definitions:
The following definitions are used throughout this Agreement and should be used in context with the section in which they are specifically referenced:

1. "Application" shall mean any derivative work created by Licensee using the Software and distributed in a binary executable form according to the terms and conditions herein.

2. "Application Development System" shall mean any computer software that is marketed as a development tool to software developers, or is distributed in the form of an API that either directly or indirectly utilizes the c-tree Plus API.

3. "API" shall mean Application Programmer Interface.

4. "c-tree Server Technology" shall refer to production editions of the Bound Servers, Custom Servers and c-tree Servers that are licensed for commercial or production use.

5. "General Purpose" specifically refers to the ability for Application users to create and/or modify the record schema configurations of any underlying c-tree Plus file at run-time, or to modify the virtual schema representation of data at run-time, even when the virtual modification does not involve a change to the underlying c-tree Plus file's schema definition.

6. "Programmer" shall mean any one who is linking with a c-tree Plus library or who is writing software that instigates, either directly or indirectly, any c-tree Plus functionality. A direct reference to the c-tree Plus API instigates c-tree Plus functionality when the software author codes specific c-tree Plus API function calls into an application. An indirect reference that instigates c-tree plus functionality is when the software author codes any form of logic that instigates any c-tree functionality through a custom interface. Indirect calls are typically seen when a Licensee authors a software layer on top of c-tree Plus, providing a custom API.

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   b) use the Software to develop an Application or an Application module that acts as, is a part of, or is an add-on to an operating system; a file system; a computer language compiler or interpreter; a generic communications utility; nor to
   c) use the Software to develop an Application or an Application module that provides any "General Purpose" database or file handling capabilities, or General Purpose interfaces, for example, ODBC, OLE DB, or JDBC interfaces; nor to
   d) use c-tree Plus, including the stand-alone single-user configuration, in any application that acts as a server that: 1) is not specifically dependent upon the c-tree Server Technology; and 2) uses c-tree Plus with or underneath a multi-threaded and/or multi-user layer supporting multiple users or processes; nor to
   e) use c-tree Plus, including any stand-alone model, in any application that uses an inter-process or network communication layer for the purpose of acting as a server and is not specifically dependent upon the c-tree Server Technology.

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17. Access. Licensee agrees and authorizes FairCom, or its authorized representative, access to any location where the Software is being used to verify that the Licensee’s use of the Software complies with all of the terms, conditions and limitations in this Agreement.

18. Severability. Should a court of competent jurisdiction judge any provision of this Agreement invalid, void or unenforceable, such judgment shall not affect the validity of any other section, term, condition or limitation set forth herein.

19. Waiver. No failure to exercise, and no delay in exercising, on the part of either party, any privilege, any power or right herein will operate as a waiver thereof, nor will any single or partial exercise of any right or power herein preclude further exercise of any right herein.

20. Entire Agreement. This Agreement and any applicable amendments constitute the entire understanding between the parties with respect to the subject matter hereof and supersede any and all prior or contemporaneous oral or written agreements, understandings, representations or communications between the parties.

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