

# Pervasive Software Inc. Pervasive PSQL™ v11 Server Edition License Agreement

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**1.3** “Communications Network” means a data communication system, which allows a number of independent devices to communicate with each other, including its internal bridges and the workstations physically attached to it.

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**1.5** “Client Software” means the software provided pursuant to a separate Pervasive license agreement that operates on a Terminal and allows the Terminal to be incorporated into a Communications Network and access the Server Software through the Communications Network.

**1.6** “Terminal” means a single computing system that runs the Client Software, including but not limited to a virtual (or otherwise emulated) device.

**1.7** “Server Software” or “Software” means the software You have received from Pervasive with this Agreement that operates on a Network Server which is incorporated into a Communications Network, including all Updates.

**1.8** “Trial Software” means any Server Software downloaded or otherwise received from Pervasive for a limited time period for the purposes set forth in Section 2.3 below.

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**11.4 Audit.** You are responsible for ensuring that the number of Concurrent Users accessing the Software does not exceed the User Count, and You will maintain sufficient records, logs and other materials ("Records") sufficient to document that Your use of the Software is in accordance with the terms of this Agreement for a minimum of five years after You cease to use the Software. Pervasive has the right to audit such Records upon reasonable notice.

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**11.9** Results of benchmark tests or other performance tests run on the Software may not be disclosed to any third party without Pervasive's prior written consent.

**11.10** English is the controlling language of this Agreement.

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