

GemTalk Systems License Agreement

For GemStone/S

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"Key File" means a form of computer code contained in the Software which enables the operation of the Software, yet limits the capacity and operation of the Software Products to values contained therein.

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- (v) use the Software for more than one production database (this does not limit use for development, testing, or disaster recovery); or
- (vi) create, develop, license, install, use, or deploy any software or services to circumvent, enable, modify, or provide access, permissions, or rights which violate the technical restrictions in the Software.

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4. **TERM AND TERMINATION**

Unless earlier terminated in accordance with this Agreement, GemTalk may terminate this Agreement immediately upon notice if You fail to comply with any term of this Agreement. In the event of termination, You must remove and destroy all copies of the Software, including all backup copies, from the server and all computers and terminals You own, possess or control and on which the Software is installed. The provisions regarding title, exclusion of warranty, and limitation of liability will survive termination or expiration of this Agreement.

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6. GENERAL

6.1 Entire Agreement. This Agreement sets forth GemTalk's entire liability and your exclusive remedy with respect to the Software and supersedes the terms of any communications or advertising with respect to the Software. You acknowledge that this Agreement is a complete statement of the agreement between you and GemTalk with respect to the Software, and that there are no other prior or contemporaneous understandings, promises, representations, or descriptions with respect to the Software.

6.2 Headings. Headings under this Agreement are intended only for convenience and shall not affect the interpretation of this Agreement.

6.3 Waiver and Modification. No failure of either party to exercise or enforce any of its rights under this Agreement will act as a waiver of those rights. This Agreement may only be modified, or any rights under it waived, by a written document executed by the party against which it is asserted.

6.4 Severability. If any provision of this Agreement is found illegal or unenforceable, it will be enforced to the maximum extent permissible, and the legality and enforceability of the other provisions of this Agreement will not be affected.

6.5 Governing Law. This Agreement will be governed by Oregon law and the United States of America, without regard to its choice of law principles. The United Nations Convention for the International Sale of Goods shall not apply.

6.6 Government Restrictions. You may not export or re-export the Software except in compliance with the United States Export Administration Act and the related rules and regulations and similar non-U.S. government restrictions, if applicable. The Software and accompanying documentation are deemed to be "commercial computer software" and "commercial computer software documentation," respectively, pursuant to DFAR Section 227.7202 and FAR Section 12.212(b), as applicable. Any use, modification, reproduction, release, performing, displaying, or disclosing of the Software by the U.S. Government shall be governed solely by the terms of this Agreement.

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6.8 Contact Information. If you have any questions about this Agreement, or if you want to contact GemTalk for any reason, please direct all correspondence to: GemTalk Systems, LLC, 15220 NW Greenbrier Parkway, Suite 240, Beaverton, OR 97006, United States of America or email info@gemtalksystems.com.

7. SOFTWARE-SPECIFIC TERMS AND CONDITIONS

In addition to the above sections, the Software is subject to the following terms and conditions. In the event of any conflict between the Software-specific terms and conditions and sections 1-6 of this Agreement, the Software-specific terms and conditions shall control.

Subject to the terms of this Agreement, GemTalk grants you a limited, non-transferable, non-exclusive license to add code to those elements of the Software made available to you in source code form.