

## 1. OnPremise Definitions

- 1.1. **Computer:** means a virtual or physical device that accepts information in digital or similar form and manipulates it for a specific result based on a sequence of instructions, consistent with the configuration recommendations in the Documentation, including without limitation desktop computers, laptops, tablets, mobile devices, telecommunication devices, Internet-connected devices, and hardware products capable of operating a wide variety of productivity, entertainment, or other software applications.
- 1.2. **Development Software:** means OnPremise Software licensed for use in a non-production technical environment solely for internal development and testing.
- 1.3. **Disaster Recovery Environment:** means Customer's technical environment designed solely to allow Customer to respond to an interruption in service due to an event beyond Customer's control that creates an inability on Customer's part to provide critical business functions for a material period of time.
- 1.4. **Evaluation Software:** means OnPremise Software licensed for internal evaluation purposes in a non-production environment.
- 1.5. **Internal Network:** means a private, proprietary network resource accessible only by employees and authorized individual contractors (i.e., temporary employees) of Customer. Internal Network does not include portions of the Internet or any other network community open to the public, such as membership or subscription driven groups, associations, and similar organizations.

## 2. OnPremise Software License and Restrictions.

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3. Update Requirements. If the OnPremise Software is an upgrade or update to a previous version of the OnPremise Software, Customer must possess a valid license to such previous version in order to use such upgrade or update. All upgrades and updates are provided to Customer subject to the terms of this Agreement on a license exchange basis. Customer agrees that by using an upgrade or update Customer voluntarily terminates Customer's right to use any previous version of the OnPremise Software. As an exception, Customer may maintain installations of previous versions of the OnPremise Software on Customer's Computers for a reasonable period of time (but not exceeding one hundred eighty (180) days) after Customer obtains the upgrade or update to assist Customer in the transition to the upgrade or update, provided that Customer's right to such simultaneous installations does not constitute an increase in the number of copies, licensed amounts or scope of use granted to Customer hereunder.

## 4. OnPremise Software Limited Warranty; Remedies

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