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1. OVERVIEW.

- 1.1. **Software.** The software includes server software, and additional software that may only be used with the server software directly, or indirectly through other additional software.
- 1.2. **License Model.** The software is licensed based on the number of virtual cores in the server.
- 1.3. **Licensing Terminology.**
 - **Instance.** You create an "instance" of the software by executing the software's setup or install procedure. You also create an instance of the software by duplicating an existing instance. References to the "software" in this agreement include "instances" of the software.
 - **Operating System Environment (OSE).** An "operating system environment" or "OSE" is: (i) 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 (ii) instances of applications, if any, configured to run on the operating system instance or parts identified above. A virtual operating system environment is configured to run on a virtual (or otherwise emulated) hardware system.
 - **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.
 - **Hardware Thread.** A hardware thread is either a physical core or a hyper-thread in a physical processor.
 - **Virtual Core.** A virtual core is the unit of processing power in a virtual (or otherwise emulated) hardware system. A virtual core is the virtual representation of one or more hardware threads. Virtual OSEs use one or more virtual cores.

2. USE RIGHTS.

- 2.1. **Licensing a Server.** Aspect will determine the required number of software licenses and assign those licenses to the server on which the software and the Aspect Product are installed.
- 2.2. **Determining the Number of Licenses Required.** Your license is based on the virtual OSEs within the server

in which you run the server software. For each virtual OSE in which you run the server software, you need a number licenses equal to the number of virtual cores in the virtual OSE, subject to a minimum requirement of four licenses per virtual OSE. In addition, if any of these virtual cores is at any time mapped to more than one hardware thread, you need a license for each additional hardware thread mapped to that virtual core. Those licenses count toward the minimum requirement of four licenses per virtual OSE.

2.3. Running Instances of the Server Software. For each virtual OSE which has been assigned the required number of licenses as provided in section 2.2, you have the right to run any number of instances of the software in that virtual OSE.

3. ADDITIONAL LICENSING REQUIREMENTS AND/OR USE RIGHTS.

3.1. Runtime-Restricted Use Software. For selected Aspect Product Solutions, the software is “Runtime-Restricted Use” software; as such, it may only be used to run the Aspect Product Solution solely as part of the Aspect Product Solution. The software may not be used either (i) to develop any new software applications, (ii) in conjunction with any software applications, databases or tables other than those contained in the Aspect Product Solution, and/or (iii) as a standalone software application. The foregoing provision, however, does not prohibit you from using a tool to run queries or reports from existing tables.

3.2. Maximum Instances. The software or your hardware may limit the number of instances of the server software that can run in virtual OSEs on the server.

3.3. Multiplexing. Hardware or software you use to pool connections, reroute information, or reduce the number of devices or users that directly access or use the software (sometimes referred to as “multiplexing” or “pooling”), does not reduce the number of licenses of any type that you need.

3.4. No Separation of Server Software. You may not separate the server software for use in more than one OSE under a single license, unless expressly permitted. This applies even if the OSEs are on the same physical hardware system.

3.5. Included Microsoft Programs. The software includes other Microsoft programs listed at <http://go.microsoft.com/fwlink/?LinkID=231864>, which are licensed under the terms and conditions associated with them. You may only use these programs in conjunction with the software licensed here. If you do not accept the license terms associated with a program, you may not use that program.

4. BENCHMARK TESTING. You must obtain Microsoft's prior written approval to disclose to a third party the results of any benchmark test of the software. However, this does not apply to the Microsoft .NET Framework (see below).

5. .NET FRAMEWORK SOFTWARE. The software contains Microsoft .NET Framework software. This software is part of Windows and the license terms for Windows apply to your use of the .NET Framework software.

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