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JMSL™ Numerical Library License (S) (May 2004)

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“**Client Deployment**” means each time You Deploy (as defined below) one or more Applications on a Computer (as defined below) or via a Server (as defined below) or Cluster (as defined below), as authorized pursuant to this Agreement.

“**Cluster**” means an integrated multiple processor-computing system involving one or more Server(s) and/or Computer(s) accessed and used by one (1) or more end users.

“**Computer**” means a primarily single (but not to exceed two (2)) processor, single computing device used by a single end user.

“**Copy**” means a physical copy, as on a CD, or loading the Software or an Application(s) into RAM or permanent memory of a Computer.

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“**Education**” license means a non-transferable license for faculty, staff, or full-time students at a degree-granting academic institution to develop and/or Deploy Application(s) for non-commercial, instructional or research purposes solely for use within the confines of such academic institution.

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“**Pack**” licenses permit the number of Client Deployments of Your Application(s) in the Pack on the authorized number of Computers.

“**Server Deployment**” means providing Internal access to an Application that is loaded and executed on a Server or Cluster.

“**Server**” means a primarily single computing device used and/or accessed remotely by User(s) via one or more Computers.

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“**SUSS**” means VNI’s annual Software Update Subscription Service, the terms of which are set forth in an Exhibit A attached hereto.

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EXHIBIT A

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