

# ***Pull Reports™ END USER LICENSE AGREEMENT***

Version 1.0.1

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**e) Report Instance:** A single data service URL served by the Software Product and represented by a unique <report> element within an XML Catalog File. More information about the <report> element and the definition of a Report Instance is detailed in the Software Product Documentation.

**f) The Software Product:** The Pull Reports™ Java Archive (JAR) file.

**g) The Software Product Documentation:** Technical and usage documentation for the Software Product at <https://www.pullreports.com/docs/latest>.

**h) XML Catalog File:** A computer file containing the XML definition of one catalog of reports to be served by the Software Product. The structure of an XML Catalog File is detailed in the Software Product Documentation.

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The restriction on alteration includes the removal of the Software Citation.

## 4. Terms of Use

**a) Deployment within a Production Environment:** This Agreement entitles you to install and use the Software Product in a Production Environment (1a). In the case in which more than one instance of the Software Product is deployed, each instance MUST have identical configuration relative to database content and XML Catalog File configuration. This means that each Software Product instance must respond identically to all identical HTTP requests served by the Software Product.

A deployment in which two or more instances of the Software Product are operational at the same time allows for redundant Software Product deployment to support high performance and high availability requirements. It does NOT allow you to serve more than the maximum number of unique Report Instances granted by this license.

An example, VALID Production Deployment is two or more application servers which each serve an identical WAR file into which the Software Product is installed AND each Software Product has identical XML Catalog file configuration AND each Software Product connects to database(s) with identical content relative to the Software Product's operation.

An example, INVALID Production Deployment is two or more application servers which each serve an WAR file into which the Software Product is installed, but at least one Software Product installation is not-identical to the other Software Product installations in regard to XML Catalog file configuration or database content.

**b) Deployment within a non-Production Environment:** There is no restriction on the number of instances of the Software Product which may be deployed within a non-Production Environment. However, each instance of the Software Product must NOT serve more than the maximum number of unique Report Instances granted by this license.

**c) Maximum number of Report Instances:** You must not exceed the maximum number of Report Instances granted by this license when deploying the Software Product within ONE Production Environment. This number is set at time of purchase.

**d) Term:** This license is effective for a limited period of time, and use of the Software Product outside the term of this license is forbidden. The Term represents the period of time starting with the day the license is granted up to and including the License End Date.

**e) Backup and Copy:** You may copy the Software Product as is reasonable and necessary for backup and recovery purposes.

## 5. Technical Support and Maintenance

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**b) Technical Support:** Technical support is provided exclusively via the Software Product Documentation.

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## **8. Governing Law, Jurisdiction, and Venue**

This Agreement shall be governed and construed in accordance with the laws of the State of Colorado, without regard to Colorado's conflict or choice of law provisions, and any action arising out of this Agreement shall rest exclusively in the Larimer County (Colorado) District Court.

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