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1.2 **"Disaster Recovery Computer"** and/or **"Disaster Recovery Computers"** shall mean one or more computers which are used in a Disaster or Disaster recovery exercise/test to run Product(s).

1.3 **"Documentation"** means Licensor's documentation for the Product(s) and is Licensor's standard documentation provided to the User, the purpose of which is to explain the installation, use, and operation of the Product, in summary and complete forms.

1.4 **"Executable Code"** means the machine readable version of the Product.

1.5 **"Licensed Computer"** and **"Licensed Computer(s)"** shall mean one or more central processing units ("CPU") in a hardware device (including a Server) that accepts information in digital or similar form and manipulates it for a specific result based on a sequence of instructions.

1.6 **"Operating System"** means software that controls the execution of application programs; an Operating System may provide services such as resource allocation, scheduling, input/output control and data management.

1.7 **"Product"** means the Licensor's computer software programs identified in a Product Schedule. Delivery of the Product to LICENSEE shall be in Executable Code form. Product shall also include each and every Update Release, Maintenance Release and New Version available from Licensor during the term of each Maintenance and Support Period.

1.8 **"Server"** means a computer or device on a network that manages network resources. By way of example and not of limitation, a file server is a computer and storage device dedicated to storing files; a print server is a computer that manages one or more printers, a network server is a computer that manages network traffic; and a database server is a computer system that processes database queries. On multiprocessing operating systems, a single computer can execute several programs or several instances of a program at once. A server in this case could refer to the program that is managing resources rather than the entire computer.

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    b. For U.S. state and local government and/or higher education schools governed by state laws, contracts shall be governed by the laws of the state in which they are located without reference to conflict of laws principles.

    c. For the U.S. Government, contracts shall be governed by U.S. federal laws.

d. Contracts will not be governed by the United Nations Convention on Contracts for International Sale of Goods; this application is expressly excluded.

23. GENERAL PROVISIONS. If any part of the Agreement is found unenforceable, it will not affect the validity of the balance of the Agreement, which will remain valid and enforceable according to its terms. This Agreement may only be modified by a writing signed by an authorized officer of VIS. The English version of this agreement will be the version used when interpreting or construing this Agreement.