



Synergy/DE™ License Reinstall Agreement

Licensee Information

The Licensee is the company (or individual) that owns the Synergy/DE license. This section is to be signed by an employee of the Licensee who is authorized to sign legal documents.

Licensee _____

Licensed company or individual

Supplier Name _____

Synergex or ISV

Operating System _____

System Code _____

Synergy/DE Version _____

Registration String _____

(Windows, Unix only)

This string must exactly match the registration string shown by the Synergy Configuration Program on Windows or by License Manager on Unix. The registration string will be used to generate your license configuration keys.

Unique Installation Name _____

(Licensee Name)

Previous Installation Name _____

Each Synergy/DE license held by your company must have a unique Licensee Name. On Windows and Unix, **the name you specify here must exactly match the Licensee Name you entered when you installed Synergy/DE.** This name is used to identify the license in Synergex's order/invoice system and (Windows, Unix) to generate your license configuration keys. View the Licensee Name with the Synergy Configuration Program on Windows or License Manager on Unix. The Previous Installation Name is the Licensee Name you specified for the previous installation for this license. (It may or may not be the same as the Unique Installation Name.)

Licensed Synergy/DE Products	Number of Users

Licensed Synergy/DE Products	Number of Users

Licensee is reinstalling the Synergy/DE products specified above for the Synergy/DE license that is identified by the Previous Installation Name specified above. A reinstallation is an installation of the same Synergy/DE products previously installed for a license, but with new Synergy/DE license configuration keys. A reinstallation does not give the Licensee a new license; rather it replaces the Licensee Name (optionally) and License configuration keys associated with a license. Licensee agrees to no longer use any Synergy/DE license configuration keys that were previously distributed for this license. Licensee represents and warrants that Licensee requested the reinstallation and that such reinstallation is necessary due to one or more of the following reasons: (Check all that apply.)

Hard drive reinstallation

Disk crash

Hardware replacement

Other (please explain) _____

If the reason is "Other," Licensee represents and warrants that the reason does not breach the Synergy/DE Product License Agreement Terms set forth on the following pages.

Licensee agrees to be bound by Synergex's Synergy/DE Product License Agreement terms as set forth on the following pages, which are incorporated herein by reference. Licensee acknowledges that 1) on the Windows and Unix operating systems, the Licensed Software will operate for a period of only fourteen (14) days unless the license configuration keys are installed; 2) on the OpenVMS operating system, the Licensed Software will not operate until the license PAKs are installed; 3) Synergex will only distribute the license configuration keys or license PAKs to Licensee after this License Agreement is signed and returned to the Supplier named above.

Employee of Licensee with authority to sign legal documents

Authorized signature of Synergex

Printed name

Printed name

Printed title

Printed title

Company (Licensee)

Date

Date

***Installers: Please complete the Installer Information section on the next page.**

Installer Information

This section is to be completed by the person installing the Synergy/DE products.

Contact Person _____ Phone No. _____

How would you like to obtain your Synergy/DE license configuration keys (Windows, Unix) or license PAKs (OpenVMS)?

- I will obtain them via Synergex's **Online Services**. (Windows, Unix only)
- Please **e-mail** them to me. E-mail address: _____
- Please **fax** them to me. Fax number: _____

TERMS AND CONDITIONS

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 - b. If the Application is deployed on the Internet or an intranet, Licensee acknowledges that each user of the Application will require dedicated access to the application, and therefore that Synergex's perpetual xfServerPlus licensing model shall be used, as described in Synergex's then-current Synergy/DE Pricing and Licensing Guide.
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 - d. Upon request from Synergex, Licensee shall promptly provide to Synergex full, clear, and accurate records of the number of users concurrently using the Application. If the number reported is more than the number of xfServerPlus users licensed, Licensee will license additional users such that the number of users licensed is equal to or more than the number reported. If the number reported is less than the number of xfServerPlus users licensed, the number of users licensed will not change.
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13. This Agreement shall remain in effect for a period of not more than twenty (20) years from the commencement date of this License Agreement, or until otherwise terminated as provided herein.
14. If Synergex is required to engage in any suit or proceedings, legal or otherwise, including arbitration, to enforce its rights under this Agreement, Synergex shall be entitled to recover from Licensee, in addition to any other sums due, the reasonable attorneys' fees, costs, and necessary disbursements involved in said suit or proceedings. In addition, Licensee shall pay Synergex its reasonable attorneys' fees and costs incurred in enforcing any judgment, order or decree issued by a court, arbitrator or other authority in such proceedings, or in collecting any monetary award made to Synergex in such proceedings.
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