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1.4 "Local Area Network" or "LAN" means privately accessible Communications Network for information distribution within Your company but does not include Your Intranet or the Internet.

1.5 "Client Software" means the software You have received from Pervasive with this Agreement, including all Updates, that operates on a computing Device and allows such Device to be incorporated into a Communications Network and access the Server Software through the Communications Network.

1.6 "Workstation/Workgroup Edition" means the Pervasive PSQL Workstation or Workgroup Edition software You have received from Pervasive with this Agreement, including all applicable Updates.

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11.2 Complete Understanding. This Agreement sets forth the entire understanding and agreement between You and Pervasive with respect to the subject matter hereof and may be amended only in writing signed by both parties. NO VENDOR, DISTRIBUTOR, DEALER, RETAILER, SALES PERSON OR OTHER PERSON IS AUTHORIZED TO MODIFY THIS AGREEMENT OR TO MAKE ANY WARRANTY, REPRESENTATION OR PROMISE WHICH IS DIFFERENT THAN, OR IN ADDITION TO, THIS AGREEMENT ABOUT THE SERVER SOFTWARE.

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11.9 Results of benchmark tests or other performance tests run on the Server Software may not be disclosed to any third party without Pervasive's prior written consent.

11.10 English is the controlling language of this Agreement.

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