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1. DEFINITIONS.

"Activation" – The process of connecting a Serial Number with a specific Instance.

"Concurrent Process" – A Processes that can execute with other identical copies of the same Process simultaneously within the same Instance.

"Core" – The representation to the Instance of a logical processor as determined by the operating system in use in the Instance.

"Derivative Work" – Any software programs, and copies thereof, which are developed by Licensee and which are based on or incorporate any part of the Software, including without limitation any revision, modification, translation (including compilation or recapitulation by computer), abridgment, condensation, expansion, or any other form in which Software may be recast, transformed or adapted, and that, if prepared without ActivePDF's authorization, would constitute a patent, copyright or trade secret infringement of the Software.

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"Emergency Recovery" – Execution of the Software for the purposes of replacing a Production Use license in the case of unrecoverable disaster.

"Evaluation License" – A license, as granted under this SLSA, which is time limited and, if not extended,

upon expiration is revoked.

"Instance" – A loaded operating system running either on a physical computer or within a virtual environment. Each virtual environment on a physical computer is deemed an instance.

"License File" – A separate file granting rights under this SLSA.

"Licensee" – The individual or, if an entity, the entity, accepting this agreement.

"Maintenance" – Entitlement to major releases, minor releases, maintenance releases, emergency fixes and license key changes, if any, to the Software and corresponding documentation.

"Named User" – A single individual as identified by their email address.

"Non-Production Use" – Execution of the Software for purposes outside of Production Use including, but not limited to development, testing, demonstration and Emergency Recovery.

"Ordering Document" – The document (sales order, invoice and/or other sale receipt) produced by ActivePDF (or duly authorized distributor) and that details the license(s) and/or service(s) purchased by the Licensee.

"Perpetual License" – A license, as granted under this SLSA, that extends into perpetuity.

"Process" – An object code representation of the Software loaded into an Instance's memory for execution.

"Production Maintenance And Support" – The combination of Production Support and Maintenance.

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"Reported Metering" – The use of the Software in conjunction with a Serial Number that does not require Activation and actual usage is electronically collected by and/or reported to ActivePDF on an ongoing basis.

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"Royalty Free Support" – The combination of Production Support, Developer Support and Maintenance.

"Runtime Key" – A specially generated sequence of characters, separate from any generated Serial Number, created for your use in a Derivative Work.

"SaaS Application" – A Derivative Work delivered over the Internet for which you charge customers to access or use. Other terms that may be used interchangeably with SaaS Application include, but are not limited to, Software as a Service, on-demand software, services as a software substitute, Infrastructure as a Service, Platform as a Service, Desktop as a Service, Backend as a Service, and Service Bureau.

"SaaS Use" – Execution of the Software within a SaaS Application.

"Separate Agreement" – Any other agreement entered into between ActivePDF and you that removes from, adds to or replaces this SLA.

"Serial Number" – A uniquely generated identifier that specifies your entitlements under this SLA.

"Site" – A single contiguous physical location controlled by a single organization (e.g. an office, building, complex or campus).

"Support Certificate" – A document provided to you indicating the Production Maintenance And Support, Royalty Free Support and/or Developer Support you are entitled to and the term during which the same is applicable.

"Version Build Number" – A number assigned to a version of the Software indicating the date on which the Software was compiled for release.

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b. Renewable Production Use License – If you purchased a Renewable Production Use License, you are entitled to Production Maintenance And Support; coverage of your entitlement starts and ends with the term as indicated on your Support Certificate.

c. Developer Program License – If you purchased a Developer Program License, you are entitled to Maintenance and Developer Support; coverage of your entitlement starts and ends with the term as indicated on your Support Certificate.

d. Royalty Free License – If you purchased a Royalty Free License, you are entitled to Royalty Free Support; coverage of your entitlement starts and ends with the term as indicated on your Support Certificate. Support for Software redistributed under the terms of the Royalty Free License does not survive beyond the term of your entitlement.

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b. Limited Installation Support includes email and/or support portal-based assistance for a single named support contact with issues relating specifically to the installation or licensing of a Production Use license and affecting a production environment. Response time is one business day (Monday – Friday, holidays excluded)

c. Developer Support includes email and/or support portal-based assistance for named individuals with issues relating to a Developer Program License and affecting Non-Production use, including diagnosing, reviewing and troubleshooting code. Access to beta programs and interim builds are also included. Response time is 4 business hours (Monday – Friday, 7AM-4PM Pacific Time, holidays excluded)

i. Named Developer Program License may designate one (1) named individual who is entitled to access support resources.

ii. Site Developer Program Licenses may designate up to five (5) named individuals who are entitled to access support resources.

d. Royalty Free Support includes email and/or support portal-based assistance for named individuals with issues relating to affecting a Royalty Free License in either Production Use and Non-Production Use, including diagnosing, reviewing and troubleshooting code. Access to beta programs and interim builds are also included. Response time is 4 business hours (Monday – Friday, 7AM-4PM Pacific Time, holidays excluded). You may designate the named individuals who are entitled to access support resource up to the number of Royalty Free Developers associated with your license, but not to exceed ten (10).

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a. ActivePDF shall make all best efforts to notify you, for Renewal purposes, 45 days prior to the expiration of Purchased Support, Royalty Free Support, Renewable Production Use License and/or Developer License.

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