

## Oxygen Content Fusion Enterprise Terms of Use

### Oxygen Content Fusion Enterprise License Agreement

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c) "Software" means the Oxygen Content Fusion Enterprise, composed of a server part operating as a service application and a client HTML5/JavaScript part deployed to a web browser, where the client part is not installed on the end-user machine but is in use by the end-user machine while the browser is connected to the server part.

d) "License Manager" means a software tool supplied by Syncro to you as part of the Software that can be installed on a centralized system designed to store the unique key-code issued to You by Syncro ("License Key") in order to activate and use the Software. The License Manager requires an activation procedure, a process by which an activated License Key is generated for a particular License Key and a host system,

e) "Content Fusion Server" is defined as a computer system (either physical or virtual) configured with the intention of multiple people accessing it that has the Software loaded into the server's RAM and is used to deploy Software features to end-users directly from a web or mobile browser. A group of independent computer systems, which outwards appear as a single web server and work jointly to balance the workload for server applications is considered a single Content Fusion Server, if all such systems are connected to the same License Manager.

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a) Floating Browsers - the total number of concurrent web or mobile browsers that you expect to connect to the Software does not exceed, at any one time, the number of concurrent browsers authorized by Syncro.

b) Floating Browsers Subscription - during the period of time the subscription is active, the total number of concurrent web or mobile browsers that you expect to connect to the Software does not exceed, at any one time, the number of concurrent browsers authorized by Syncro.

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These additional licenses are only available as subscriptions for Software that is covered by a valid Support and Maintenance Pack and must be renewed together with the Support and Maintenance Pack.

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3.1. Subject to payment of the applicable fees for Maintenance Pack under this Agreement Syncro shall provide maintenance and support services in accordance with its standard maintenance and

support terms for such services. Syncro technical support policies are posted on Oxygen XML's website ([www.oxygenxml.com](http://www.oxygenxml.com)) and Syncro reserves the right to amend and modify its technical support policies from time to time, in its sole discretion.

3.2. At any time prior to the expiration of your Maintenance Pack and fourteen (14) days after, you may purchase a renewal of your Maintenance Pack. This additional Maintenance Pack will extend the availability of your current Maintenance Pack for a period of time beginning with the date when your Maintenance Pack expires. If you do not purchase any additional Maintenance Pack, you will lose the right to technical support and Software updates and upgrades as of the date your current Maintenance Pack expires. However, you will not lose the right to use the Software or the technical support, updates and upgrades provided free by Syncro.

3.3. For customers that purchase or already own multiple licenses, a Maintenance Pack must be purchased for each license.

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15.2. If any provision hereof shall be held illegal, invalid or unenforceable, in whole or in part, such provision shall be modified to the minimum extent necessary to make it legal, valid and enforceable, and the legality, validity and enforceability of all other provisions of this Agreement shall not be affected.

15.3. This Agreement will be governed by and construed in accordance with the laws of England and Wales. In the event of any disputes arising out of the interpretation or performance of this Agreement, the parties shall endeavor to settle the matter out of court prior to any court action. If no agreement can be reached to settle a dispute concerning the interpretation or performance of this Agreement, the competent courts of England and Wales shall have exclusive jurisdiction. Service of process upon either party shall be valid if served by registered or certified mail, return receipt requested and to the most current address provided by such party. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Agreement.

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