

PDFreactor® Library

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"Cluster" means any cohesive grouping or aggregation of Computing Instances, irrespective of type, architecture, or purpose, organized to function as a unified system. These groupings may include physical machines, Virtual Machines (VMs), Containers, or a combination thereof, interconnected using diverse networking technologies. Clusters are typically managed and orchestrated by software solutions such as container orchestration platforms (e.g. Kubernetes), containerization technologies (e.g. Docker Swarm), traditional clustering software for high availability and fault tolerance, cloud computing platforms, and distributed computing frameworks.

The defining characteristic of a cluster is its capability to pool computing resources to efficiently execute distributed computing tasks, support high availability, scalability, fault tolerance, and manage the deployment and operation of applications and services across distributed environments. Any configuration of computing resources that functions as a unified entity to support the execution of applications within a distributed environment is considered a Cluster under this Agreement.

This Agreement also covers the concepts of cluster hierarchy and parent cluster. A cluster hierarchy refers to the organizational structure where clusters are nested within larger clusters, potentially across multiple levels. A parent cluster is a higher-level cluster that includes one or more subordinate clusters (child clusters) under its management or control. Usage of the Software within the parent cluster or any other cluster hierarchy requires separate licensing.

"**Computing Instance**" means a virtual or physical computing environment, such as a Node, Virtual Machine (VM), Container, Pod, or physical server, that is provisioned to run the Software.

"**Container**" means a lightweight, standalone, and executable software package that includes all the necessary components to run an application, such as the code, runtime, system tools, libraries, and settings.

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"**Java Virtual Machine (JVM)**" means a software-based platform that enables the execution of Java programs by translating Java bytecode into machine code suitable for the host system. The JVM acts as an intermediary between Java applications and the underlying operating system, providing a runtime environment that includes necessary resources such as memory management, garbage collection, and platform-independent execution of Java code.

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"**Node**" means a single, identifiable computing device or environment, such as a physical server, Virtual Machine (VM), Container, workstation or other computational unit.

"**Pod**" means the smallest deployable unit in a Kubernetes environment running on a machine, consisting of one or more Containers that share storage, network resources, and a specification for how to run the Containers.

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"Support Level" means a tiered classification of technical assistance and services that are provided under the scope of support and maintenance according to Article 4 of this Agreement.

"Virtual machine" means a software Container that runs its own operating system and applications like a physical machine.

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(2) Headings. Headings under this Agreement are intended only for convenience and shall not affect the interpretation of this Agreement.

(3) Waiver. The waiver or failure of either party to exercise any right provided for herein will not be deemed a waiver of any further right hereunder. The rights and remedies of the parties set forth in this Agreement are in addition to any rights or remedies the parties may otherwise have at law or equity.

(4) Severability. If any provision of this Agreement is held to be invalid, illegal or unenforceable by a court of competent jurisdiction, such provision will be deemed restated, in accordance with applicable law, to reflect as nearly as possible the original intentions of the parties, and the remainder of the Agreement will remain in full force and effect.

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(6) Contact Information. If you have any questions about this Agreement, or if you want to contact RealObjects for any reason, please direct all correspondence to: RealObjects GmbH, Altenkesseler Str. 17/B6, 66115 Saarbrücken, Germany or e-mail to info@realobjects.com

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(8) Survival. Articles 6, 7, 8, 9, 10 and 11 will survive any termination of this Agreement.

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