

PDFreactor® Web Service

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Article 2 - DEFINITIONS

"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.

"**Delivery Date**" means the date on which the production license key file for the Software is made available to you by RealObjects, unless otherwise agreed.

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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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"Subscription Period" means the duration from the Delivery Date to the Expiration Date, as specified in the license key file for the Software and the delivery notice, or as otherwise defined in the applicable order form or mutually agreed upon.

"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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The Support Level is defined by the Subscription tier you purchased.

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The PDFReactor® Web Service Subscription - Cluster grants you the right to deploy the Software for unlimited conversions on unlimited JVMs and unlimited Computing Instances within 1 (one) Cluster and for 1 (one) Named Application. You agree to confine the usage of the Software strictly within the Named Application, ensuring operation within the boundaries of the designated Cluster. Limited use (see Article 3.4) within a SaaS offering is allowed. The Cluster Subscription tier includes the Support Level Platinum.

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The PDFReactor® Web Service Perpetual License (herein "the Perpetual License") gives you the right to use the licensed version of the Software perpetually. The Perpetual License includes the Support Level Standard during the support and maintenance Subscription Period, which is included for the first year. The support and maintenance Subscription must be renewed periodically for continued support and maintenance. Renewals are optional and subject to availability.

The Perpetual License is subject to availability and is only applicable for upgrading an existing PDFReactor® license (version 11 or older) to PDFReactor® Web Service version 12 or newer, including a related subsequent extension.

The Perpetual License types concerned are:

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If you have an evaluation or demonstration license for the Software, you may download, install, and use the Software on your machine for evaluation or demonstration purposes only. You are not allowed to use the evaluation or demonstration license for commercial or production purposes. The evaluation and demonstration licenses might be time limited and may include other restrictions in terms of functionality.

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Active/Passive The only permissible exception to the requirements for the Subscription and the Perpetual License is a purely passive machine or server in an active/passive fail-over cluster. If the Software is used in a clustered environment, the licensee may use the Software on a temporary basis on a machine or server that is employed only for failover support, the "passive machine or server". In this configuration, the passive machine or server does not require a separate licensing. Active/active configurations require licensing of all Computing Instances or Clusters.

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Certain support and other services may only be available in certain Support Levels. For more information on the scope of the respective Support Level, please refer to the description of the Support Levels at www.pdfreactor.com, which is subject to change without prior notice.

Updates and maintenance releases cover the minor releases within the same major version of the Software. Upgrades to the next major version are also included in the maintenance. In addition, RealObjects will provide priority technical support to you for the duration of the Subscription Period. Priority technical support is provided via web-based support portal or e-mail only, and RealObjects will make commercially reasonable efforts to respond via e-mail to all requests within forty-eight (48) hours during RealObjects' business hours (Mo - Fr, 09:00 - 18:00 CET, German holidays excluded).

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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.

(5) Governing Law and Jurisdiction. This Agreement and the parties' respective performance hereunder will be governed by German laws and regulations and, as far as these are implemented into German law, by international treaties. RealObjects and licensee hereby agree on behalf of themselves, and any person claiming by or through them, that the sole jurisdiction and venue for any litigation arising from or relating to this Agreement will be an appropriate court located in Germany, and licensee specifically waives any objection that such jurisdiction and venue constitute an inconvenient forum.

(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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