ver. January 4, 2023

## 1. DEFINITIONS

1.1 "Accessible Code" means source code contained within the Product that is licensed under an open-source license.

1.2 "ActiveState Runtime Installer License and Software" means content created entirely with the ActiveState Platform and the output format is an ActiveState Runtime Installer that can be uniquely identified by Organization ID, Active State Platform Project Name, and Installer Commit Identifier and are subject to the ActiveState Runtime Installer License Agreement and its Supplemental Terms.

1.3 "ActiveState Runtime Installer License Agreement and its Supplemental Terms" means the terms and conditions that govern any and all ActiveState Runtime Installer Licenses and Software.

1.4 "Enterprise Terms of Service Agreement or ETOS" means either the agreement at ETOS ("Weblink") or the signed ETOS between the parties, for the avoidance of doubt the signed ETOS will override the Weblink version.

1.5 "Maintenance and Support" means maintenance and support for the Product provided by ActiveState under separate terms.

1.6 "OEM Distribution" means any distribution or use of the Product by others outside Customer's organization.

1.7 "Person" means any individual, sole proprietorship, partnership, firm, entity, unincorporated association, unincorporated syndicate, unincorporated organization, trust, body corporate or governmental or regulatory authority, and where the context requires, any of the foregoing when they are acting as trustee, executor, administrator, or other legal representative.

1.8 "Redistribute" means any distribution or use of the Product by others inside or outside Customer's organization.

1.9 "User Data" means all information and data collected by the Product or otherwise transmitted by the Product to ActiveState, including any data, metadata, metrics, statistics, or other information relating to the performance, operations, resource, health, or other conditions of the Product, any component thereof (including third party components), and any related infrastructure, such as network host names, interpreter used, and system architecture, which includes filenames, full path, file size, and content hash.

1.10 "Wrapped Application" means a single-file executable in which all binary components are encapsulated in a single binary without exposing the base programming language as a scripting language within Customer's application program to end users.

## 2. LICENSE GRANT

2.1 Subject to the terms and conditions of this Agreement, ActiveState hereby grants to Customer a limited, worldwide, term, revocable, paid up, free-of-charge, non-exclusive, non-transferable, non-assignable, and non-sublicensable license to install and use the Product on any computing device, in accordance with the limitations and restrictions set forth in this Agreement and ETOS. The usage of the Product by the Customer shall be contingent upon Customer entering into the ETOS with ActiveState complete with the Concurrent Runtime Subscriptions specified in the Quote. Customer may not use the Product for OEM distribution unless OEM distribution rights have been granted in the ETOS.

2.2 Customer may copy the Product for archival purposes or as necessary to use the Product as authorized in this Section. Customer may also modify the Accessible Code to develop bug fixes, customizations, or additional features, for the sole purpose of using the Product as authorized by this Agreement.

2.3 If the Customer has been authorized to use the ActiveState Runtime Installer License and Software, such use will be governed by the ActiveState Runtime Installer License Agreement and its Supplemental Terms.

## 3. RESTRICTIONS

3.1 Except as expressly provided in this Agreement, Customer may not:

    i. transfer, assign, sublicense, resell, rent, reverse engineer, decompile, disassemble, create derivative works, merge the Product with other products, distribute or redistribute or copy the Product;

    ii. modify or translate the Product to discover the source code in the Product or create a functional equivalent in the Product;

    iii. remove or obscure any proprietary rights notices or labels on the Product;

    iv. Redistribute, without entering into a separate agreement with ActiveState

        a. the Product as a whole, whether as a Wrapped Application or on a standalone basis;

        b. parts of the Product to create a language distribution;

       c. the Product (other than the Accessible Code) with Customer's Wrapped Application;

    v. permit others to use or internally use the Product:

       a. on any operating systems other than Windows, OSX, and Linux;

       b. on computing devices used for file and/or application serving;

       c. on any computing devices used for business continuity and disaster recovery;

       d. to provide content or functionality through external-facing servers or internal-facing servers; or

       e. to run completed scripts or applications that are executed outside of a developer's environment (single workstation

3.2 Restrictions applicable to the use of the ActiveState Runtime Installer License and Software are governed by the ActiveState Runtime Installer License Agreement and its Supplemental Terms.

## 4. OPEN-SOURCE ACKNOWLEDGEMENT

4.1 The Product is comprised of open-source software, which is subject to the terms of the open-source software license(s) applicable to the open-source software included in the Product ("Open-Source Components"). For reference, Tcl/Tk open-source license terms can be found at https://www.tcl.tk/software/tcltk/license.html.

4.2 Customer acknowledges and understands that its solely responsible for distribution or deployment of Product instances containing any Open-Source Components. Nothing in this Agreement limits Customers rights or grants rights that supersede the terms of any applicable open-source software license.