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# Oxygen XML Editor SDK License Agreement

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## 1. DEFINITIONS

- a. "Syncro" means Syncro Soft S.R.L.
- b. "Oxygen" means the Oxygen XML suite (Editor, Author and Developer) software products for editing and authoring XML documents, that Syncro have developed as featured on <http://www.oxygenxml.com> website. Oxygen includes any new releases, upgrades, updates and on-line or electronic documentation.
- c. "Licensee" (or "You" or "you") means the individual who or entity that accepted and agreed to be bound by the terms and conditions of this Agreement. If you are entering into this Agreement on behalf of a company or other organization, you represent that you have the authority to bind your company or organization to this Agreement.
- d. An "Add-on" means a software program or a custom configuration framework that works within Oxygen (it cannot operate on its own). Oxygen supports Add-ons to enable third-party developers to create specific abilities which extend Oxygen features. Examples of such Add-ons are: plug-ins, new frameworks for XML document types, customization of an Oxygen framework for a default document type (DITA, DocBook, TEI, etc.) or extensions to access Oxygen XML Eclipse plug-in features from your own Eclipse plug-in.
- e. "Software" means the Oxygen XML Software Development Kit (SDK) which enables you to develop Add-ons or Applications. The Software is comprised of libraries, source code, APIs, sample code and online or electronic documentation.
- f. "Web Author Component" is a subset of Software composed of a server component operating as a service application and a client component deployed to a web browser, such as an HTML5 based application, where the client component is not installed on the client machine but is in use by the client machine while the browser is connected to the server component.

- g. "Author Component" is the subset of the Software that is directly integrated in Application in order to provide functionality for editing and authoring XML documents.
- h. "Application" is any custom software application that you have developed using Software that embeds a Web Author Component or integrates an Author Component. The Application developed by You must be an "end user application". An "end user application" is a specific application program that is licensed to a person or company for personal or business use and not with a view toward redistributing the application or any part of the application, and may be either an application that is used by licensee internally, or an application that is commercially distributed to end users for their use.
- i. "End-User" means a person or entity who acquires one or more Applications directly or indirectly from You under the terms of an end-user license agreement for such person or entity's internal business purposes, and not for sale, resale, lease or any other form of distribution to third parties.
- j. "Web Author Server" is defined as a computer system, configured with the intention of multiple people accessing it for any kind of service that has the Application (that embeds a Web Author Component) loaded into the server's RAM and is used to deploy Application 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 Web Author Server, if all such systems are connected to the same License Deployment Manager.
- k. "License Deployment Manager" is a licensing control tool, supplied by Syncro as part of the Software that shall be installed on an End-User centralized system (usually the Web Author Server) during the Application deployment and designed to control the use of Application only.
- l. "Syncro Development Server" is a centralized license management server provided by Syncro, for development and testing of an Application in which Author Component or Web Author Component are embedded, in order to monitor and control use of Software on development phase and on prospects trials.

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- c. Author Component Concurrent Deployment. An "Author Component Concurrent Deployment" means that the number of end users belonging to one of your customers accessing the Application at any one time may not exceed the number of concurrent deployment licenses obtained by You for that customer. For each of your customers You are required to purchase a separate Component Concurrent Deployment license.
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- 3. The License Deployment Manager that require one-time activation. During such activation, the unique License Key, Internet protocol address and information derived from the hardware configuration of the system running the License Deployment Manager will be send to Syncro. This information is used to validate that Application is being operated in accordance with this Agreement. **BY USING APPLICATION, YOU AND YOUR END-USERS SHALL CONSENT**

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4. No Multiplexing. Multiplexing is the use of software to allow multiple browsers to access an Application concurrently while sharing a session or otherwise consuming only a single license seat. Multiplexing is not permitted under this Agreement. Your Application must always provide a separate persistent session for each browser, and you may only have as many sessions open at one time as the number of browsers authorized by Syncro under the Web Author Component Deployment License used. You may not combine transactions from multiple browsers onto a single session.

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3. If you licensed a subscription like deployment, SMP is included in the applicable subscription fee, and is valid for the entire subscription period.
4. For End-Users that purchase or already own multiple Deployment of Application licenses, a SMP must be purchased for each license.

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