

## Software License Descriptions

Posit Software, PBC

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**1. Defined Terms.** The following terms shall have the following meanings. All other defined terms used herein shall have the meanings accorded to such terms in the Posit End User License Agreement at <https://posit.co/about/eula/>.

**Cluster:** A Cluster is one or more Posit Connect Servers, Staging Servers, and Execution Servers that share a single database of published content and a single Named User population.

**Concurrent User License:** Under the terms of a Concurrent User License, the Software may only be used to serve an aggregate specified maximum number of individual Users at any one time.

**Disaster Recovery Software:** means Software that is licensed to you for the sole purposes of enabling the recovery of Software infrastructure following a natural or human-induced disaster and not for the purpose of uninterrupted business continuity or other purposes for which separate licenses must be purchased.

**Education License:** Under the terms of an Education License, the Software may be used by a student or a faculty/staff member for educational purposes and for no other purpose based on the pricing and restrictions set forth at <https://posit.co/pricing/academic/>.

**Execution Server:** An Execution Server is a Posit Connect server used for the purpose of increasing computational resources available to Users and applications and does not increase the number of licensed Users.

**Execution Server License:** Under the terms of an Execution Server License the Software is licensed solely for use on a single Execution Server.

**Interactive Python Data Products:** Publishing web applications, pages, dashboards, reports and other interactive content developed with Python application frameworks and visualization libraries is enabled in Posit Connect with a minimum of 100 Named Users.

**Named User License:** Under the terms of a Named User License, the Software is licensed for use by a particular individual as the User. You must pay a license fee for each separate User that you wish to login/authenticate to use the Software. A Named User License for the Software may not be shared or re-assigned except as described in this paragraph. You may permanently terminate a Named User's use of the Software and assign the Named User's license to a new Named User. For example, if a Named User ceases to use the Software or ceases to be employed by you, you may re-assign their Named User License to a new Named User.

**Server:** means a physical or virtual computer server.

**Staging Server:** A Staging Server is used for the sole purposes of (i) testing changes to your computing environment, or (ii) testing Customer Applications, scripts, or documents before deploying them to your Users

**Staging Server License:** Under the terms of a Staging Server License, the Software is licensed to you for use on a single Staging Server.

**High Availability Server:** A High Availability Server is a single physical or virtual computer server that is part of a high availability Posit Workbench cluster so that loss of one server in the cluster does not cause a loss of service.

**High Availability Server License:** Under the terms of a High Availability Server License, the Software is licensed to you for use on a single High Availability Server.

**Subscription License:** Under the terms of a Subscription License, the Software is licensed for only the Subscription Term set forth in the Order Form. A Subscription License is in combination with the other license types set forth herein thereby limiting the use of the Software to such applicable license type for the applicable Subscription Term. A Subscription License begins on the Subscription Start Date and continues for the Subscription Term specified in the Order Form. If the Subscription Term is not specified in the Order Form then the Subscription Term is twelve (12) months. Software that is licensed pursuant to a Subscription License is activated by a license key or license file that limits Software usage to the Subscription Term.

Subscription Start Date: means the date a license key to activate the Software is provided to you.

## **2. Software License Terms.**

**Posit Connect:** Posit Connect is licensed based on the license type set forth below. Further, the number of concurrent active browser connections to Posit Connect ("Sessions") is limited to the number of licensed Named Users set forth in the Order Form. Users given network or server credentials to access and use the Software are Named Users. Users that do not have network or server credentials and who do not login and authenticate to use the Software are "Anonymous Users". Named Users expressly exclude Anonymous Users. Subject to the limitation on the number of Sessions, Anonymous Users are not permitted to upload data or content to Posit Connect, but are allowed to access and use Posit Connect and to access data and content that is not Restricted Content.

- **Posit Connect Base (Single Server):** Posit Connect Base (Single Server) is licensed based on the number of Named Users per Server. It includes one Server activation, 20 Named Users, and access to Posit Professional Drivers. Execution Servers and Staging Servers may be purchased separately.
- **Posit Connect Standard (Single Server):** Posit Connect Standard (Single Server) is licensed based on the number of Named Users per Server. It includes one Server activation, 100 Named Users, access to Posit Professional Drivers, publishing of interactive Python data products, and application program interface ("API") publishing.

- **Posit Connect Standard Named User (Single Cluster):** Posit Connect Standard Named User (Single Cluster) is licensed on a Named User per Server basis with a minimum of 100 Named Users or as included with Posit Team Standard with a minimum of 20 Named Users. It includes one Server activation and access to Posit Professional Drivers. Publishing of interactive Python data products and application program interface ("API") publishing are enabled with a minimum of 100 Named Users. Additional Named Users may be purchased in increments of 50. Staging and Execution Servers may be purchased separately for the same Cluster with the same Subscription End Date.
- **Posit Connect Enterprise Named User (Unrestricted Servers):** Posit Connect Enterprise Named User (Unrestricted Servers) is licensed based on the number of Named Users and may be used with an unrestricted number of Servers. An unrestricted number of additional Servers, Staging Servers, and Execution Servers may be activated without additional charge upon request. Posit Connect Enterprise Named User (Unrestricted Servers) is licensed in a minimum increment of 500 Named Users, or as included with Posit Team Enterprise in a minimum increment of 100 Named Users. Posit Connect Enterprise Named User (Unrestricted Servers) may be licensed for fewer than 500 Named Users in a minimum increment of 100 Named Users if constrained to one Cluster.

**RStudio Desktop Pro:** RStudio Desktop Pro is licensed for use by one Named User on up to five computer desktop devices. You must pay a license fee for each Named User that you wish to access and use the Software. It includes access to Posit Professional Drivers.

**Posit Package Manager:**

- **Posit Package Manager Base (Single Server):** Posit Package Manager Base (Single Server) is licensed on a per Server basis or may be included with Posit Team Standard. It includes one Server activation and one repository.
- **Posit Package Manager Standard (Two Servers):** Posit Package Manager Standard (Two Servers) is licensed for use on two Servers or may be included with Posit Team Standard as an optional upgrade to Posit Package Manager Base. It includes two Server activations, one Staging Server License activation, and ten repositories.
- **Posit Package Manager Enterprise (Unrestricted Servers):** Posit Package Manager Enterprise (Unrestricted Servers) is licensed for use on an unrestricted number of Servers with unlimited repositories or may be licensed as included in Posit Team Enterprise. An unrestricted number of additional Servers and Staging Servers may be activated without additional charge upon request.

**RStudio Server Pro:**

- **RStudio Server Pro (Single Server):** RStudio Server Pro (Single Server) is licensed on a per server basis for use on one Server. It includes a single Server activation and access to Posit Professional Drivers. Subscriptions to RStudio Server Pro (Single Server) are only available for purchase by those customers of

Posit that had valid current licenses to RStudio Server Pro (Single Server) as of May 31, 2019.

#### **Posit Workbench:**

- **Posit Workbench Standard Named User (Single Server):** Posit Workbench Standard Named User (previously RStudio Server Pro Standard Named User) is licensed on a Named User basis in minimum increments of 5 Named Users for use on one Server or as included in Posit Team Standard with a minimum of 5 Named Users. It includes a single Server activation and access to Posit Professional Drivers. Staging and High Availability Servers may be purchased separately with the same Subscription End Date.
- **Posit Workbench Enterprise Named User (Unrestricted Servers):** Posit Workbench Enterprise Named User (previously RStudio Server Pro Enterprise Named User) is licensed on a Named User basis in minimum increments of 10 Named Users or as included in Posit Team Enterprise with a minimum of 10 Named Users. It includes Posit Professional Drivers. An unrestricted number of Servers, Staging Servers, and High Availability Servers may be activated without additional charge upon request.
- **Posit Workbench Enterprise Named User for Microsoft Azure Machine Learning (Unrestricted Servers):** Machine Learning (Unrestricted Servers) is licensed standalone on a single Named User basis or in single Named User increments as included with Posit Workbench Enterprise Named User (Unrestricted Servers) at no additional charge for licensed Named Users. It includes Posit Professional Drivers and an unrestricted number of Server activations. It may only be used with Microsoft Azure Machine Learning and installed in your Microsoft Azure environment.

**Shiny Server Pro (Single Server):** Shiny Server Pro (Single Server) is licensed on a Concurrent User basis for use on a single Server. It includes a single Server activation, 20 Concurrent Users, and access to Posit Professional Drivers. Additional Concurrent Users may be purchased in increments of 50. Subscriptions to Shiny Server Pro (Single Server) are only available for purchase by those customers of Posit that had valid current licenses to Shiny Server Pro (Single Server) as of January 1, 2021.

**Posit Team:** Software included in a Posit Team Standard or Posit Team Enterprise license must be purchased on the same Order Form with the same Subscription Term and Subscription Start Date and Subscription End Date.

- **Posit Team Standard:** Posit Team Standard includes Posit Workbench Standard Named User (Single Server), Posit Connect Standard Named User (Single Server), and either Posit Package Manager Base (Single Server) or Posit Package Manager Standard (Two Servers). The same license terms apply to this Software whether included in Posit Team Standard or purchased separately. Posit will provide you with one license key or license file for each Software product or two in the case of Posit Package Manager Standard.
- **Posit Team Enterprise:** Posit Team Enterprise includes Posit Workbench Enterprise Named User (Unrestricted Servers), Posit Connect Enterprise Named

User (Unrestricted Servers), and Posit Package Manager Enterprise (Unrestricted Servers). The same license terms apply to this Software whether included in Posit Team Enterprise or purchased separately. Posit will provide you with an unrestricted license key and activation for each Software product which enables you to activate the Software on as many Servers, Staging Servers, Executions Servers, and High Availability Servers as you request during your Subscription Term for such Software.

**Posit Professional Drivers:** Posit Professional Drivers enable you to connect Posit Workbench, RStudio Server Pro, RStudio Desktop Pro, Posit Connect, or Shiny Server Pro with third party database products and services. You may download and use Posit Professional Drivers at no additional charge with Posit Workbench, RStudio Server Pro, RStudio Desktop Pro, Posit Connect, or Shiny Server Pro.