

**EXHIBIT D**  
**ACTIVESTATE ENTERPRISE INSTALLER LICENSE TERMS**

**1. DEFINITIONS**

- 1.1 "Accessible Code" means source code contained within the Software that is licensed under an open-source license.
- 1.2 "Active Runtime(s)" means a Runtime that is installed and being used regularly on a Node. Active Runtimes includes but is not limited to activities such as activating the Runtime, executing code, updating dependencies or interpreters via ActiveState's or third-party command line interface ("CLI"), and installing additional dependencies via CLI. The maximum number of Active Runtimes shall be as stated on the Quote.
- 1.3 "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.
- 1.4 "Maintenance and Support" means maintenance and support for the Software provided by ActiveState under separate terms.
- 1.5 "Node" means a single installation of an Operating System running on a machine (virtual or physical) that is capable of utilizing a Runtime.
- 1.6 "OEM Distribution" means any distribution or use of the Software by others outside Customer's organization. "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.
- 1.7 "Redistribute" means any distribution or use of the Software by others inside or outside Customer's organization.
- 1.8 "Runtime" means the collection of open-source components in compiled form (if needed) that must be present in order to perform an activity. Examples of activities include development, running an application, using a language interpreter, linting, reformatting or compiling source code.
- 1.9 "Software" means any of ActivePerl, ActivePython, ActiveTcl, ActiveGo, ActiveRuby, ActiveNode, or ActiveLua software and the accompanying materials including, but not limited to, source code, binary executables, documentation, images and scripts, which are distributed by ActiveState, and derivatives of that collection and/or those files.
- 1.10 "User Data" means all information and data collected by the Software or otherwise transmitted by the Software to ActiveState, including any data, metadata, metrics, statistics, or other information relating to the performance, operations, resource, health, or other conditions of the Software, 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.
- 1.11 "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 Software on any computing device, in accordance with the limitations and restrictions set forth in this Agreement and ETOS. The usage of the Software by the Customer shall be contingent upon Customer entering into the ETOS with ActiveState complete with the Active Runtime cap specified therein. Customer may not use the Software for OEM distribution unless OEM distribution rights have been granted in ETOS. Customer may copy the Software for archival purposes or as necessary to use the Software 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 Software as authorized by this Agreement.

**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 Software with other products, distribute or redistribute or copy the Software;
- ii. modify or translate the Software to discover the source code in the Software or create a functional equivalent in the Software;
- iii. remove or obscure any proprietary rights notices or labels on the Software;
- iv. the Software as a whole, whether as a Wrapped Application or on a standalone basis;
- v. parts of the Software to create a language distribution;
- vi. the Software (other than the Accessible Code) with Customer's Wrapped Application;
- vii. permit others to use or internally use the Software:
  - 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).

#### **4. OPEN-SOURCE ACKNOWLEDGEMENT**

- 4.1 The Software 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 Software ("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 Software 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.