

## Software License Descriptions

Posit Software, PBC

**January 27, 2025**

**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/>.

### Server Types

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

**Staging Server:** means a Server 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.

### User Types

**Anonymous User(s):** means Users that do not have network or server credentials and who do not login and authenticate to use the Software.

**Named User(s):** means a particular individual as the User who is given network or server credentials to access and use the Software and who must login and authenticate in order to use the Software. Named Users expressly exclude Anonymous Users.

### License Types

**Disaster Recovery Software License:** Under the terms of a Disaster Recovery Software License, the Software is licensed to you for the sole purposes of enabling the recovery of the Software following a natural or human-induced disaster and not for the purpose of uninterrupted business continuity or configuration in an active-active configuration where traffic is received simultaneously to both clusters or for any 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/>.

**Named User License:** Under the terms of a Named User License, the Software is licensed for use by a specified number of Named Users. You must pay a license fee for each separate Named 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.

**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 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 from the Subscription Start Date. 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.

## **Content Types**

**Static Content:** means content that has no hosted server component for a viewer. These include document frameworks published without server-executed source code, as well as plots, Pins and HTML.

**Rendered Content:** means content that has no hosted server component for a viewer. These include document frameworks published with source code so that it may be re-executed on Posit Connect, for example Quarto documents (without a Shiny component), R markdown documents (without a Shiny component) and Jupyter Notebooks, but which does not require server side execution.

**Interactive Content:** means content that has a hosted server component. These include interactive applications and documents, as well as request-based API-type content frameworks.

**Server-Controlled Content:** means content that can only be made available to Named Users on Posit Connect.

**Network-Controlled Content:** means content that can be hosted on Posit Connect and shared openly on an internal or private network with Anonymous Users without requiring public access, such as, content shared openly on an internal/private network.

**Public-Access Content:** means content hosted on Posit Connect that is accessible to anyone on the public internet. This content can be Static Content, Rendered Content or Interactive Content, but it must not require or include authentication of any kind to access. By designating content as Public-Access Content, you opt-in to Public-Access Content Verification.

**Public-Access Content Verification:** means that Posit Connect will automatically send an electronic message to Posit, and once Posit Connect receives a confirmation message the Public-Access Content will be made available publicly. The confirmation message verifies that the Public-Access Content is indeed publicly accessible, and without this confirmation the Public-Access Content will not render for any Anonymous Users.

## **Other**

**Repository:** means a set of packages made available to a set of Users. For example, one Repository might be a full-mirror of CRAN for development work, and a second Repository might be a separate curated Repository with just a set of regulatory-approved packages for use in production. Repositories can contain only one type of package (e.g. R or Python).

**License File:** means an electronic key that allows activation of Posit Software according to the license type and limitations that you have purchased a subscription for. A license file is for your own personal use to activate your subscription to the Posit Software. You must take all reasonable care to protect this license file like you would protect a password, and you are not permitted to use a license file on more Servers than the number of Servers for which you have purchased a subscription from Posit. In addition, if you deploy the Software on multiple Servers, you must ensure you don't make the Software available to more than the number of Named Users for which you have purchased a subscription from Posit.

## **Software License Terms**

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

**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.

## **Posit Connect**

Posit Connect is licensed based on the license type set forth below.

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 Server-Controlled Content.

Posit Connect is licensed on a Named User basis by up to that number of Named Users included in your subscription.

**Posit Connect Basic:** Posit Connect Basic includes one Server activation, one Disaster Recovery activation, and one Staging Server activation.

Static Content and Rendered Content may be set to Network-Controlled Content so that Anonymous User access is permitted.

Interactive Content will always be Server-Controlled and may only be accessed by Named Users.

Any Network-Controlled Content will have “Powered by Posit Connect” branding applied.

This license is not intended for Public-Access Content.

**Posit Connect Enhanced:** Posit Connect Enhanced has the same entitlements / restrictions as Posit Connect Basic, with the following changes:

Posit Connect Enhanced includes two Server activations, two Disaster Recovery activations, as well as two Staging Server activations.

Publishing of application program interface (“API”) content types are enabled.

Static Content and Rendered Content may be set to Network-Controlled Content so that Anonymous User access is permitted.

Network-Controlled Content will NOT have “Powered by Posit Connect” branding applied.

Interactive Content will always be Server-Controlled and may only be accessed by Named Users.

This license is not intended for Public-Access Content.

**Posit Connect Advanced:** Posit Connect Advanced has the same entitlements / restrictions as Posit Connect Enhanced, with the following changes:

Posit Connect Advanced may be used with an unrestricted number of Servers and Staging Servers, and Disaster Recovery activations.

This license is not intended for Public-Access Content.

**Posit Connect Enhanced Public Access:** Posit Connect Enhanced Public Access has the same entitlements and restrictions as Posit Connect Enhanced, with the additional entitlement that content may be designated as Public-Access Content (subject to Public-Access Content Verification).

**Posit Connect Advanced Public Access:** Posit Connect Advanced Public Access has the same entitlements and restrictions as Posit Connect Advanced, with the additional entitlement that content may be designated as Public-Access Content (subject to Public-Access Content Verification).

### **Posit Package Manager**

**Posit Package Manager Basic:** Posit Package Manager Basic is licensed on a per Server basis. It includes one Server activation, one Staging Server activation, and three Repositories.

**Posit Package Manager Enhanced:** Posit Package Manager Enhanced is licensed for use on two Servers and two Staging Server activations. It includes ten Repositories.

**Posit Package Manager Advanced:** Posit Package Manager Advanced is licensed for use on an unrestricted number of Servers and Staging Servers with unlimited Repositories.

### **Posit Workbench**

Posit Workbench Software allows data scientists to develop in RStudio Pro, Position Pro, Jupyter Lab, and Code OSS user sessions. It includes the number of Server, Staging Server, and Disaster Recovery server activations based on the license type set forth below. Posit Workbench Software is licensed based on the number of Named Users and Servers.

**Posit Workbench Basic:** Posit Workbench Basic includes one Server activation, one Disaster Recovery activation, and one Staging Server activation.

**Posit Workbench Enhanced:** Posit Workbench Enhanced includes two Server activations, Two Disaster recovery activations and two Staging Server activations.

**Posit Workbench Advanced:** Posit Workbench Advanced includes unlimited Server activations.

**Posit Team:** Posit Team refers to the bundling of Workbench, Connect and Package Manager, and can be purchased as either Posit Team Enhanced or Posit Team Advanced.

Software included in a Posit Team Enhanced or Posit Team Advanced subscription must be purchased on the same Order Form with the same Subscription Term and Subscription Start Date and Subscription End Date.

**Posit Team Enhanced:** Posit Team Enhanced is a bundle of the following Software: Posit Workbench Enhanced, Posit Connect Enhanced, and Posit Package Manager Enhanced. The

same license terms apply whether a subscription to the Software is purchased as part of Posit Team Enhanced or purchased separately. Posit Team Enhanced allows the identical entitlements, Named User counts and Server counts as the underlying Software included in the bundle.

**Posit Team Advanced:** Posit Team Advanced is a bundle of the following Software: Posit Workbench Advanced, Posit Connect Advanced, and Posit Package Manager Advanced. The same license terms apply whether a subscription to the Software is purchased as part of Posit Team Advanced or purchased separately. Posit Team Advanced allows the identical entitlements, Named User counts and Server counts as the underlying Software included in the bundle.