



Nitro PDF Classic Product Specific Terms

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THESE NITRO PDF CLASSIC PRODUCT SPECIFIC TERMS ARE INCORPORATED INTO THE AGREEMENT UNDER WHICH NITRO HAS AGREED TO PROVIDE THE SERVICES AND APPLY IF YOU HAVE SIGNED UP FOR NITRO PDF CLASSIC (AS DEFINED IN SECTION 1) AS SET OUT IN THE ORDER FORM WHICH ALSO INCORPORATES THE [NITRO TERMS OF SERVICE](#).

PLEASE VISIT OUR [GENERAL PRODUCT SPECIFIC TERMS PAGE](#) IF YOU ARE LOOKING FOR OTHER PRODUCT SPECIFIC TERMS APPLICABLE TO OTHER SPECIFIC NITRO SERVICES.

1. Definitions

Capitalized terms used in these Nitro PDF Classic Product Specific Terms and not separately defined herein, shall have their respective meanings ascribed to such terms in the [Nitro Terms of Service](#). As used in these Nitro PDF Classic Product Specific Terms, the following terms shall have the following meanings:

“**License Fee**” means for the purpose of Customers signing up for Nitro PDF Classic, the one-time upfront fee to be paid by Customer to Nitro (or an Authorized Reseller, as applicable) as specified in the Order Form related to the right to use the Nitro PDF Classic plan of Nitro PDF and access Support. For the avoidance of doubt, any references to ‘Subscription Fee’ in the [Nitro Terms of Service](#) shall be interpreted to mean License Fee for the purposes of Customers signing up for Nitro PDF Classic;

“**Nitro PDF Classic**” means the commercial plan Nitro is offering to Customers willing to use Nitro PDF with a limited set of features as described on the Nitro Website (i.e. excluding Nitro Sign, most Cloud Services and AI driven features), offered as a three (3) year license version of Nitro PDF which is payable by Customer upfront and to which the additional terms set out herein also apply;

“**Nitro PDF**” (formally known as ‘Nitro Pro’) has the meaning given in the [Nitro PDF Product Specific Terms](#), but for the purposes of Customers signing up for Nitro PDF Classic, means Nitro PDF with the limitations of the Nitro PDF Classic plan;

“**Nitro Sign**” has the meaning given in the [Nitro PDF Product Specific Terms](#);

“**Nitro Website**” means Nitro’s website, available online via www.gonitro.com, including but not limited to the Nitro eCommerce store, available at store.gonitro.com;

“**Term**” means, for the purpose of Customers signing up for Nitro PDF Classic, the duration of the Agreement beginning on the Effective Date and automatically ending three (3) years thereafter, unless the Agreement is terminated earlier pursuant to the Agreement’s express provisions. For the avoidance of doubt, for the purposes of Customers signing up for Nitro PDF Classic, any references to ‘Initial Term’ or ‘Term’ in the [Nitro Terms of Service](#) shall be interpreted to mean Term (as defined herein);

2. Nitro PDF Classic specific terms

2.1 Nitro PDF Classic. Nitro PDF Classic is the commercial plan under which Nitro makes available its



Nitro PDF offering for a fixed Term of three (3) years and for which the Customer is paying a one-time upfront License Fee. Nitro PDF Classic offers the ability for Customers to use Nitro PDF with a limited feature set as explained on the Nitro Website. Nitro PDF Classic is available exclusively for Windows-based operating systems.

2.2 Deviations from the Nitro Terms of Service. The following concepts in the [Nitro Terms of Service](#) are not applicable to Customers signing up for Nitro PDF Classic and therefore shall have no, or limited, application as stated herein:

- Cloud Services generally, Section 3.1 (Right to Use Cloud Services), which only applies as far as the Customer is using Nitro's cloud based admin portal (or any other Cloud Services Nitro may make available under the Nitro PDF Classic plan in the future);
- Section 8.6 (Price Increase [upon auto renewal]) shall not apply;
- Section 8.8 (True Up) shall not apply;
- Section 9.4 (Termination for online Customers) shall not apply;

The initial term of this Agreement begins on the Effective Date and, unless terminated earlier pursuant to this Agreement's express provisions, will continue in effect for the fixed period set out in the Order Form (the "**Initial Term** or **Term**"). Upon expiration of the Initial Term this Agreement will automatically terminate unless earlier terminated pursuant to this Agreement's express provisions. For the avoidance of doubt, this paragraph replaces in its entirety Section 9.1 (Term) in the [Nitro Terms of Service](#).

2.3 License to Nitro PDF under the Nitro PDF Classic plan. Subject to the Agreement, including but not limited to payment of the License Fee and any limitations set out in the Order Form, Nitro grants to Customer (and the Beneficiaries, if they are explicitly indicated in the Order Form) a personal, limited, non-exclusive, non-transferrable, revocable, and non-assignable license (unless stated otherwise in the Agreement), solely for Customer's internal business purposes and for Nitro PDF's intended purpose in accordance with the applicable Documentation, to: (i) install and use Nitro PDF under the Nitro PDF Classic plan, in object code format, solely for Customer's internal business use in connection with its use of the Services, and, (ii) use and make a reasonable number of copies of the Documentation solely for Customer's internal business purposes in connection with Customer's permitted use of Nitro PDF under the Nitro PDF Classic plan; in each case solely in accordance with the terms and conditions herein and subject to any Terms of Use which may apply to individual Users. Such internal business purposes do not include use by any parent, subsidiary, or Affiliate of Customer, or any other third party unless specifically authorized in this Agreement, and Customer shall not permit any such use. Customer is responsible to install and administer Nitro Pro under the Nitro PDF Classic plan. For the avoidance of doubt, this Section replaces in its entirety Section 3.2 (License to Downloadable Software) in the [Nitro Terms of Service](#).

[END OF NITRO PDF CLASSIC PRODUCTS SPECIFIC TERMS]

