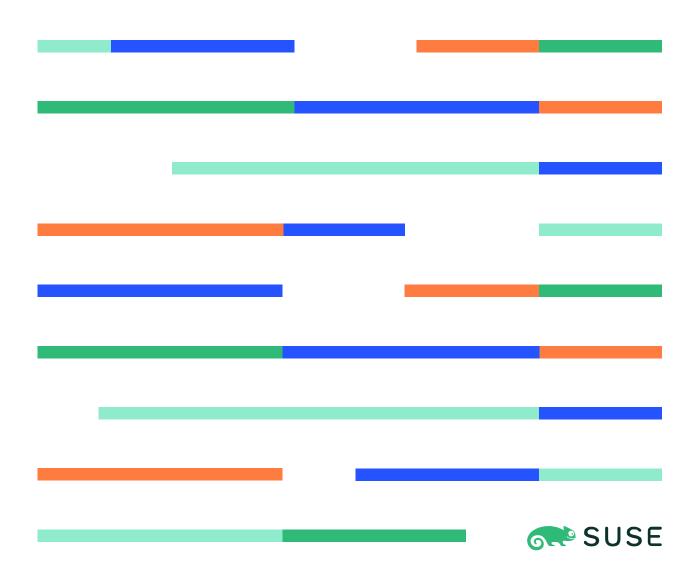
SUSE Legal 04.2022

SUSE Linux Enterprise Base Container Image License



License Agreement for SUSE Linux Enterprise Base Container Image ("SUSE BCI")

PLEASE READ THIS AGREEMENT CAREFULLY. BY PURCHASING, INSTALLING, DOWNLOADING OR OTHERWISE USING THE SOFTWARE (INCLUDING ITS COMPONENTS), YOU AGREE TO THE TERMS OF THIS AGREEMENT. IF YOU DO NOT AGREE WITH THESE TERMS, YOU ARE NOT PERMITTED TO DOWNLOAD, INSTALL OR USE THE SOFTWARE AND YOU SHOULD NOTIFY THE PARTY FROM WHICH YOU PURCHASED THE SOFTWARE TO OBTAIN A REFUND. AN INDIVIDUAL ACTING ON BEHALF OF AN ENTITY REPRESENTS THAT HE OR SHE HAS THE AUTHORITY TO ENTER INTO THIS AGREEMENT ON BEHALF OF THAT ENTITY.

This License Agreement ("Agreement") is a legal agreement between You (an entity or a person) and SUSE LLC ("Licensor"). SUSE BCI and associated software supporting such container(s) and any related updates, source code, appearance, structure and organisations ("Software") is protected by the copyright laws and treaties of the United States ("U.S.") and other countries and is subject to the terms of this Agreement. If the laws of Your principal place of business require contracts to be in the local language to be enforceable, such local language version may be obtained from Licensor upon written request and shall be deemed to govern Your purchase of licenses to the Software. Any addon, extension, update, mobile application, module, adapter or support release to the Software that You may download or receive that is not accompanied by a license agreement is Software and is governed by this Agreement.

Licensed Use

Open Source

Nothing in this Agreement shall restrict, limit or otherwise affect any rights or obligations You may have, or conditions to which You may be subject, under any applicable open source licenses to any open source code contained in the Software. The Software may include or be bundled with other software programs licensed under different terms and/or licensed by a third party other than Licensor. Use of any software programs accompanied by a separate license agreement is governed by that separate license agreement.

Subscription Services and Support

Licensor has no obligation to provide maintenance or support unless You purchase a subscription offering that expressly includes such services. Licensor sells subscription offerings for the Software that entitles You to fee based technical support and/or internal use of Software updates provided on a specified annual period ("Subscription Offering") and are subject to the SUSE's product Terms and Conditions available at https://www.suse.com/products/terms_and_conditions.pdf ("Terms and Conditions").



Marks

No right or license, express or implied, is granted under this Agreement with respect to any trademark, trade name or service mark of Licensor or its Affiliates or licensors ("Mark"). This Agreement does not permit you to distribute the Software or its components using Licensor's trademarks, regardless of whether the copy has been modified. You may make a commercial redistribution of the Software by only if (a) permitted under a separate written agreement with Licensor authorizing such commercial redistribution, or (b) distributing a derived container image of the Software in accordance with the specific license grant concerning the SUSE Linux Enterprise Base Container Images below, or (c) You remove and replace all occurrences of any Mark.

Ownership

No title to or ownership of the Software is transferred to You. Licensor and/or its third party licensors retain all right, title and interest in and to all intellectual property rights in the Software and Services, including any adaptations or copies thereof. The Software is not sold to You, You acquire only a conditional license to use the Software. Title, ownership rights and intellectual property rights in and to the content accessed through the Software are the property of the applicable content owner and may be protected by applicable copyright or other law. This Agreement gives You no rights to such content.

DISTRIBUTION LICENSE

Subject to compliance with the terms and conditions of this Agreement, Licensor grants to You a perpetual, irrevocable, non-exclusive, worldwide license to reproduce, use and distribute SUSE Linux Enterprise Base Container Images (including installable packages from the SUSE Linux Enterprise Base Container Image Repository) of the Software listed on the SUSE Registry marked as SLE BCI where (a) such images are used as a first and separate layer of a derived container image and (b) the SUSE Linux Enterprise Base Container Images and any added packages from the SUSE Linux Enterprise Base Container Image Repository (as preconfigured in the SUSE Linux Enterprise Base Container Images) are unmodified and (c) You include this license in your own derived product which provides protection to the Software equivalent to this Agreement, built on top of any SLE BCI container images and (d) provided You do not make any statements on behalf of SUSE, including but not limited to, stating or in any way suggesting (whether written or verbal) that SUSE supports or endorses software built and delivered with a SUSE Linux Enterprise Base Container Image unless agreed by SUSE.

License Restrictions

The Software and each of its components are owned by Licensor and/or its licensors and are protected under copyright law and under other laws as applicable. Title to the Software and any component, or to any copy, modification, or merged portion shall remain with Licensor and other licensors, subject to the applicable license. Licensor reserves all rights not expressly granted to You.



Warranty and Liability

Limited Warranty

Except as stated in this section, a separate agreement with SUSE, or a license for a particular component, to the maximum extent permitted under applicable law, the Software and the components are provided and licensed "as is" without warranty of any kind, expressed or implied, including the implied warranties of merchantability, non-infringement or fitness for a particular purpose. Neither SUSE nor its affiliates warrant that the functions contained in the Software will meet your requirements or that the operation of the Software will be entirely error free, appear or perform precisely as described in the accompanying documentation, or comply with regulatory requirements. SUSE warrants that the media on which the Software and the components are provided will be free from defects in materials and manufacture under normal use for a period of 60 days from the date of delivery to You. This warranty extends only to the party that purchases subscription services for the supported configurations from SUSE and/or its affiliates.

Limited Liability

Except to the extent required by applicable law or agreed to in writing, in no event will Licensor or its affiliates be liable to You for any incidental or consequential damages, including lost profits or lost savings arising out of the use or inability to use the Software or any component, even if Licensor or its affiliates, have been advised of the possibility of such damages.

General Terms

Term

This Agreement becomes effective on the date You legally acquire the Software.

Law

All matters arising out of or relating to this Agreement will be governed by the substantive laws of the United States and the State of Utah without regard to its choice of law provisions. Any suit, action or proceeding arising out of or relating to this Agreement may only be brought before a federal or state court of appropriate jurisdiction in Utah. If a party initiates Agreement-related legal proceedings, the prevailing party will be entitled to recover reasonable attorneys' fees. If, however, Your principal place of business outside the United States, (1) the courts of Ireland shall have exclusive jurisdiction over any action of law relating to this Agreement; and (2) where the laws of such country of Your principal place of business are required to be applied to any such action of law the laws of that country shall apply, The application of the United Nations Convention of Contracts for the International Sale of Goods is expressly excluded.

Entire Agreement

This Agreement, together with any other purchase documents or other agreement between You and Licensor, sets forth the entire understanding and agreement between You and Licensor and may be amended or modified only by a written agreement agreed to by You and an authorized representative of Licensor. NO THIRD PARTY LICENSOR, DISTRIBUTOR, DEALER, RETAILER, RESELLER, SALES PERSON, OR EMPLOYEE IS AUTHORIZED TO MODIFY THIS AGREEMENT OR TO MAKE ANY REPRESENTATION OR PROMISE THAT IS DIFFERENT FROM, OR IN ADDITION TO, THE TERMS OF THIS AGREEMENT.

Export Compliance

You acknowledge that Licensor's products and/or technology are subject to the U.S. Export Administration Regulations (the "EAR") and You agree to comply with the EAR. You will not export or re-export Licensor's products, directly or indirectly, to: (1) any countries that are subject to US export restrictions; (2) any end user who You know or have reason to know will utilize Licensor's products in the design, development or production of nuclear, chemical or biological weapons, or rocket systems, space launch vehicles, and sounding rockets, or unmanned air vehicle systems, except as authorized by the relevant government agency by regulation or specific license; or (3) any end user who has been prohibited from participating in the US export transactions by any federal agency of the US government. By downloading or using the Software, You are agreeing to the foregoing and You are representing and warranting that You are not located in, under the control of, or a national or resident of any such country or on any such list. In addition, You are responsible for complying with any local laws in Your jurisdiction which may impact Your right to import, export or use Licensor's products. Please consult the Bureau of Industry and Security web page https://www.bis.doc.gov before exporting items subject to the EAR. For more information on exporting Software, including the applicable Export Control Classification Number (ECCN) and associated license exception (as applicable), https://www.suse.com/company/legal/. Upon request, Licensor's International Trade Services Department can provide information regarding applicable export restrictions for Licensor products. Licensor assumes no responsibility for Your failure to obtain any necessary export approvals.

