End User License Agreement

for SUSE Software



End User License Agreement for SUSE Software

BY PURCHASING, INSTALLING, DOWNLOADING OR OTHERWISE USING THE SOFTWARE (AS DEFINED BELOW), 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. 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. IF YOU ARE ACCEPTING THE AGREEMENT ON BEHALF OF AN ENTITY, THEN THE TERMS "YOU" AND "YOUR" REFER TO THAT ENTITY WHENEVER USED BELOW.

SUSE LLC ("Licensor" or "SUSE") makes available software products, which may include: (i) software programs developed by SUSE and/or its affiliates; (ii) software programs developed by third parties; (iii) compilations of software programs; and (iv) trade marks owned by SUSE and/or its affiliates ("SUSE Marks"), as well as documentation accompanying such software programs (such software programs, compilations of software programs, trade marks and documentation being the "Software").

This End User License Agreement ("**EULA**") is a legal agreement between You (a legal entity or a person) and SUSE and governs Your use of the Software. Any add-on, extension, update, mobile application, module, adapter or support release to the Software that You may download or receive that is not accompanied by another license agreement is Software governed by this EULA. If the laws of Your principal place of business require contracts to be in the local language to be enforceable, You can obtain a local language version by writing to Licensor and the local language version shall govern Your use of the Software.

License Terms

Open Source

The Software contains many individual components that are open source software. The open source license for each component, which, depending on the software program, may be the GNU General Public License v.2(https://www.gnu.org/licenses/oldlicenses/gpl-2.0.en.html), the Apache License version 2.0 (https://www.apache.org/licenses/LICENSE-2.), or other open source license (each such license being the "OSS License"), is located in the licensing documentation and/or in the component's source code.

This EULA governs Your use of the Software, including SUSE Marks, but does not limit, supersede or modify your rights under the OSS License applicable to Your use of any open source code contained in the Software without the SUSE Marks.

The Software may be provided with third party programs that are not part of the Software. These third party programs are not required to run the Software, are provided as a

convenience to you, and are subject to their own license terms. The license terms either accompany the third party programs or can be viewed at https://www.suse.com/licensing/eula/. If you do not agree to abide by the applicable license terms for the third party programs, then you should not install them. If you wish to install the third party programs on more than one system or transfer the third party programs to another party, then you must contact the licensor of the applicable third party programs.

License to use the Software

Subject to compliance with the terms and conditions of this EULA and of the applicable OSS License, you are granted a perpetual, non- exclusive, non-transferable, revocable, worldwide license to reproduce and use copies of the Software for Your legal entity's internal use.

This EULA does not permit you to distribute the Software or its components using the SUSE Marks except that You may redistribute outside of Your legal entity: (a) copies of the Software, but only if permitted under a separate written agreement with Licensor authorizing such redistribution, or (b) the constituent components of the Software, but only if You remove and replace all occurrences of any SUSE Mark.

Ownership

The Software is licensed, not sold. No title to or ownership of the Software is transferred to You. Licensor and/or the third party licensors retain all right, title and interest in and to all intellectual property rights in the Software.

SUSE Marks

No right or license, express or implied, is granted under this EULA to use any SUSE Mark, trade name or service mark of Licensor or its affiliates or licensors.

Subscription Services and Support

Licensor has no obligation to provide maintenance or support unless otherwise agreed pursuant to an additional agreement that expressly includes such services.

Warranty and Liability

Limited Warranty

THE SOFTWARE IS PROVIDED "AS IS" WITHOUT ANY WARRANTIES OF ANY KIND. EXCEPT AS OTHERWISE RESTRICTED BY LAW, LICENSOR DISCLAIMS AND EXCLUDES ANY AND ALL IMPLIED WARRANTIES, INCLUDING ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, OR NON-INFRINGEMENT, NOR ARE THERE ANY WARRANTIES CREATED BY COURSE OF DEALING, COURSE OF PERFORMANCE OR TRADE USAGE. LICENSOR

DOES NOT WARRANT THAT THE SOFTWARE OR SERVICES WILL SATISFY YOUR REQUIREMENTS, BE COMPATIBLE WITH YOUR OPERATING SYSTEMS, OR THAT THE OPERATION OF THE SOFTWARE WILL BE UNINTERRUPTED OR ERROR-FREE. THE FOREGOING EXCLUSIONS AND DISCLAIMERS ARE AN ESSENTIAL PART OF THIS AGREEMENT. Some jurisdictions do not allow certain disclaimers and limitations of warranties, so portions of the above limitations may not apply to You. This limited warranty gives You specific rights and You may also have other rights which vary by state or jurisdiction.

Limitation of Liability

NEITHER LICENSOR NOR ANY OF ITS AFFILIATES, SHAREHOLDERS, DIRECTORS, OR EMPLOYEES WILL IN ANY CASE BE LIABLE FOR ANY CONSEQUENTIAL OR INDIRECT DAMAGES, WHETHER BASED ON CONTRACT, NEGLIGENCE, TORT OR OTHER THEORY OF LIABILITY, OR FOR ANY LOSS OF PROFITS, BUSINESS OR LOSS OR CORRUPTION OF DATA, IN EACH CASE, EVEN IF ADVISED OF THE POSSIBILITY OF THOSE DAMAGES.

IN NO EVENT WILL LICENSOR'S AGGREGATE LIABILITY UNDER OR IN CONNECTION WITH THIS EULA (WHETHER IN ONE INSTANCE OR A SERIES OF INSTANCES) EXCEED \$50 (U.S.).

The above exclusions and limitations will not apply to claims relating to death or personal injury caused by the negligence of Licensor or its employees, agents or contractors. In those jurisdictions that do not allow the exclusion or limitation of damages, including, without limitation, damages for breach of any implied terms as to title or quiet enjoyment of any Software obtained pursuant to this EULA or for fraudulent misrepresentation, Licensor's liability shall be limited or excluded to the maximum extent allowed within those jurisdictions.

General Terms

Law

All matters arising out of or relating to this EULA will be governed by the substantive laws of the United States and the State of New York without regard to its choice of law provisions. Any suit, action or proceeding arising out of or relating to this EULA may only be brought before a federal or state court of appropriate jurisdiction in New York. If, however, Your principal place of business is a member state of the European Union or the European Free Trade Association, (1) the courts of England and Wales shall have exclusive jurisdiction over any action of law relating to this EULA; and (2) the laws of England shall apply except where the laws of such country of Your principal place of business are required to be applied to any such action of law, in which case the laws of that country shall apply. Neither the Uniform Computer Information Transaction Act, the United Nations Convention of Contracts for the International Sale of Goods, nor the New York or England and Wales conflict of law rules apply to this EULA or its subject matter.

Entire Agreement

This EULA, together with any other purchase documents or other written agreement between You and Licensor or its Affiliates, 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.

Severability

If any provision in this EULA is invalid or unenforceable, that provision will be construed, limited, modified or, if necessary, severed, to the extent necessary, to eliminate its invalidity or unenforceability, and the other provisions of this EULA will remain unaffected.