

End-User License Agreement for CloudLinux Software

CLOUDLINUX OS LICENSE AGREEMENT

READ THIS LICENSE AGREEMENT BEFORE INSTALLING THESE PROGRAMS. THIS LICENSE AGREEMENT IS A LEGAL CONTRACT BETWEEN YOU AND CLOUD LINUX INC. ("CLOUD LINUX") GOVERNING YOUR USE OF ANY PROGRAMS DOWNLOADED, INSTALLED OR USED BY YOU (THE "PROGRAMS"). CLOUD LINUX IS UNWILLING TO LICENSE THE PROGRAMS EXCEPT ON THE TERMS CONTAINED IN THIS LICENSE AGREEMENT. THE ACT OF DOWNLOADING, INSTALLING OR USING THE PROGRAMS SHALL CONSTITUTE AN ACCEPTANCE BY YOU OF THE TERMS OF THIS LICENSE AGREEMENT. IF YOU DO NOT WISH TO AGREE TO THE TERMS OF THIS LICENSE AGREEMENT, PROMPTLY EXIT THE INSTALLATION NOW AND REMOVE IT FROM YOUR SYSTEM.

THIS LICENSE AGREEMENT IS THE COMPLETE AND EXCLUSIVE STATEMENT OF CLOUD LINUX'S OBLIGATIONS AND RESPONSIBILITIES TO YOU AS LICENSEE, AND SUPERSEDES ANY OTHER PROPOSAL, REPRESENTATION, OR OTHER COMMUNICATION BY OR ON BEHALF OF CLOUD LINUX RELATING TO THE SUBJECT.

1. **GRANT OF LICENSE.** Cloud Linux hereby grants to you, and you accept, a limited, nonexclusive license to use the Programs in machine-readable, object code form only, and the user manuals accompanying the Programs (the "Documentation"), only as authorized in this Agreement. For purposes of this Agreement, the "Programs" include any updates, enhancements, modifications, revisions, or additions to the Programs made by Cloud Linux and made available to end-users. Notwithstanding the foregoing, Cloud Linux shall be under no obligation to provide any updates, enhancements, modifications, revisions, or additions to the Programs.

You may use one copy of the Programs only on systems, including servers, work stations, virtual machines, blades, nodes or disk partitions, for which you have purchased Subscription Services from Cloud Linux or its resellers. For purposes of this Agreement, "use" of the Programs means loading the Programs into the temporary or permanent memory of a computer. Installation of the Programs on a network server solely for distribution to other computers is not "use" of the Programs, and is permitted, as long as you have purchased Subscription Services for the systems being accessed by the Programs.

Your installation or use of the Programs grants Cloud Linux limited access to your system information for the sole purpose of security analysis and reporting. Such access and information collected includes reviewing installed packages and applications, the names, sizes, and attributes of files, the server or system uptime, load, and running processes.

2. **PROTECTION OF PROPRIETARY RIGHTS.** You acknowledge that the Programs and each of their components are owned by Cloud Linux and others, and are protected under copyright law and other laws as applicable. Title to the Programs, or to any copy, modification, or merged portion thereof shall remain with their respective owners, subject to the applicable license. You may commercially redistribute the Programs only if, you have entered into a separate agreement with Cloud Linux authorizing such commercial redistribution or Cloud Linux has otherwise granted you permission, in writing.

You agree not to remove any confidential or proprietary legends from the Programs.

You acknowledge that, in the event of your breach of any of the foregoing provisions, Cloud Linux will not have an adequate remedy in money or damages. Cloud Linux shall therefore be entitled to obtain an injunction against such

breach from any court of competent jurisdiction immediately upon request. Cloud Linux's right to obtain injunctive relief shall not limit its right to seek further remedies.

Your obligations hereunder shall remain in effect for as long as you continue to possess or use the Programs, or any proprietary interests therein.

3. LIMITED WARRANTY; EXCLUSIVE REMEDIES.

Limited Warranty: Cloud Linux warrants that (i) the media on which the Programs are furnished will be free from defects in materials and manufacture under normal use of a period of 30 days from the date of delivery to you; and (ii) Cloud Linux is the owner or authorized licensee of the Programs, or has the rights to license the Programs to you.

No person other than Cloud Linux, in writing, is authorized to make any representation or warranty to you regarding the Programs.

Exclusive Remedy: In the event of a breach of the limited warranty above, your exclusive remedy relative to the Programs shall be for Cloud Linux, at Cloud Linux's option, to either: (i) replace the Programs that does not meet the limited warranty; or (ii) refund to you the Programs license fees (and no other fees) paid by you, during the 12 month period immediately preceding the breach of the limited warranty, for the Programs which fails to comply with the limited warranties.

4. DISCLAIMER; LIMITATION ON LIABILITY

Disclaimer: THE LIMITED WARRANTY ABOVE IS THE SOLE WARRANTY MADE BY CLOUD LINUX. CLOUD LINUX MAKES NO OTHER WARRANTY OF ANY KIND WHATSOEVER, EXPRESS OR IMPLIED. ANY AND ALL WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT ARE EXPRESSLY DISCLAIMED AND EXCLUDED BY CLOUD LINUX.

Limitation on Consequential Damages: IN NO EVENT SHALL CLOUD LINUX BE LIABLE TO YOU, AS LICENSEE, OR ANY OTHER PERSON FOR ANY INDIRECT, CONSEQUENTIAL OR INCIDENTAL DAMAGES (INCLUDING DAMAGES FOR BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION OR SIMILAR LOSSES) EVEN IF CLOUD LINUX HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

Limitation on Liability: THE CUMULATIVE LIABILITY OF CLOUD LINUX TO YOU FOR ALL CLAIMS RELATED TO THE PROGRAMS AND THIS LICENSE AGREEMENT, INCLUDING ANY CAUSE OF ACTION SOUNDING IN CONTRACT, TORT, OR STRICT LIABILITY SHALL NOT EXCEED THE TOTAL AMOUNT OF ALL LICENSE FEES (AND NO OTHER FEES) PAID TO CLOUD LINUX FOR THE PROGRAMS DURING THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE INITIAL EVENT GIVING RISE TO THE CLAIM.

All limitations on liability, damages and claims are intended to apply without regard to whether other provisions of this License Agreement have been breached or have proven ineffective.

5. **TERMINATION.** The license granted herein is effective until terminated. The license will automatically terminate, without notice, if you fail to comply with any provision of this License Agreement. Upon termination of this License Agreement, all rights granted to you pursuant to this License Agreement will terminate and revert to Cloud Linux.

6. **EXPORT CONTROL.** You agree to comply with all applicable laws, regulations, rulings and executive orders of the United States relating to the exportation or importation of any copies of the Programs (including but not limited to the export and destination control regulations of the Commerce and Treasury Department) and with all applicable foreign laws relating to the use, importation, licensing or distribution of copies of the Programs.

7. GENERAL. This License Agreement shall be governed by and construed in accordance with the laws of the State of Delaware and the United States, without regard to any conflict of laws provisions. The rights and obligations of the parties to this License Agreement shall not be governed by the United Nations Convention on the International Sale of Goods.

No modification of this License Agreement shall be binding unless it is in writing and is signed by an authorized representative of the party against whom enforcement of the modification is sought.

Any notices required or permitted under this License Agreement shall be in writing and delivered in person or sent by registered or certified mail, return receipt requested, with proper postage affixed.

In the event that any term of this License Agreement is or becomes or is declared to be invalid or void by any court or tribunal of competent jurisdiction, such term shall be null and void and shall be deemed severed from this License Agreement, and all the remaining terms of this License Agreement shall remain in full force and effect.