Tail-f ConfD Basic License Agreement

Tail-f Systems AB ("Tail-f") IS WILLING TO LICENSE THE SOFTWARE TO YOU ONLY UPON THE CONDITION THAT YOU ACCEPT ALL OF THE TERMS CONTAINED IN THIS LICENSE AGREEMENT, INCLUDING THE ATTACHED EXHIBIT A, WHICH IS HEREBY INCORPORATED BY THIS REFERENCE (COLLECTIVELY, THE "AGREEMENT"). PLEASE READ THE ENTIRE AGREEMENT CAREFULLY. BY SELECTING THE "ACCEPT LICENSE AGREEMENT" (OR THE EQUIVALENT) BUTTON OR BY USING THE SOFTWARE YOU ACKNOWLEDGE THAT YOU HAVE READ ALL OF THE TERMS AND CONDITIONS IN THE AGREEMENT AND AGREE TO THEM. IF YOU ARE AGREEING TO THESE TERMS ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, YOU REPRESENT THAT YOU HAVE THE LEGAL AUTHORITY TO BIND THE LEGAL ENTITY TO THESE TERMS. IF YOU DO NOT HAVE SUCH AUTHORITY, OR IF YOU DO NOT WISH TO BE BOUND BY THE TERMS, THEN SELECT THE "DECLINE LICENSE AGREEMENT" (OR THE EQUIVALENT) BUTTON AND YOU MUST NOT USE THE SOFTWARE BECAUSE YOU WILL NOT HAVE A VALID LICENSE.

1. DEFINITIONS.

- "**Application Libraries**" means the Software made available to you by Tail-f or its affiliates in Source Code form in an archive named in the following format: "confd-basic-<version>.libconfd.tar.gz". For example, "confd-basic-5.3.1.libconfd.tar.gz", where "5.3.1" may change from version to version.

- "**Development Software**" means the Software made available to you by Tail-f or its affiliates in Object Code form in an archive named in the following format: "confd-basic-<version>.<os>.<cpu>.installer.bin". For example, "confd-basic-5.3.1.linux.x86_64.installer.bin", where "5.3.1.linux.x86_64" may change from version to version.

- **"Documentation"** means the ConfD documentation, product specifications and user manuals made available to you by Tail-f or its affiliates, including but not limited to those included in an archive named in the following format: "confd-basic-<version>.doc.tar.gz". For example, "confd-basic-5.3.1.doc.tar.gz", where "5.3.1" may change from version to version.

- "**Object Code**" means the fully compiled version of a software program that can be executed by a computer and used by an end user without further compilation.

- "**Product**" means an item, device or system developed and/or produced by you.

- "**Production Software**" is a subset of the Development Software, and is limited to the following files and subdirectories (and the contents of those identified subdirectories) as natively installed by the Development Software installation archive:

    Files:
    bin/confd
    lib/confd/bin/confd.boot
    lib/libconfd.so

    Subdirectories:
    etc/confd/*
    var/confd/*lib/confd/erts/*
    lib/confd/lib/core/*

lib/confd/lib/netconf/*

For clarity, Production Software *does not include* the command line interface (CLI) agent or northbound interface, which are contained in the "bin/confd_cli" file and the "lib/confd/lib/cli/*" directory.

- "**Sample Code**" means the Software made available to you by Tail-f or its affiliates in Source Code form in an archive named in the following format: "confd-basic-<version>.examples.tar.gz".
  For example, "confd-basic-5.3.1.examples.tar.gz".

- "**Software**" means the ConfD software code made available to you by Tail-f and its affiliates, specifically, the Development Software, Production Software, Application Libraries, Sample Code, and any software updates supplied by Tail-f (at its sole discretion), and the associated ConfD Documentation.

- "**Software Modifications**" means all or any modifications to the Software made by or on behalf of you. For purposes of clarification, however, Tail-f acknowledges and agrees that you are under no obligation to deliver the Software Modifications; rather, this definition is intended solely to provide a freedom to use such modifications when created independently by Tail-f or any sublicensee thereof.

- "**Source Code**" means the version of a software program in human-readable form that can be compiled into Object Code.

- "**Term**" shall have the meaning set forth in Section 6 below.

2. LICENSE GRANT.

- **Development Software.** Subject to the terms and conditions of this Agreement, Tail-f grants you during the Term a non-exclusive, worldwide, non-transferable, non-sublicensable, royalty-free, fully-paid up, limited license to reproduce (solely to the extent necessary) and execute the Development Software in Object Code form only (except as otherwise set forth in this Section 2, below) (a) for development of your Product and (b) for support of your Product.

- **Production Software.** Subject to the terms and conditions of this Agreement, Tail-f grants you during the Term a non-exclusive, worldwide, non-transferable, royalty-free, fully-paid up, limited license to (a) reproduce, distribute, perform and display the Production Software in Object Code form, solely as incorporated into your Product, and (b) to grant your customers who use your Product the right to use the Production Software, solely as incorporated into your Product, pursuant to an end user license agreement with terms and conditions that are in no way less restrictive than those set forth in Exhibit A to this Agreement.

- **Application Libraries.** Subject to the terms and conditions of this Agreement, Tail-f grants you during the Term a non-exclusive, worldwide, non-transferable, royalty-free, fully-paid up, limited license to (a) compile the Source Code versions of the Application Libraries into Object Code, and (b) reproduce, distribute, perform and display the Object Code versions of the Application Libraries, solely as incorporated into your Product, pursuant to an end user license agreement with terms and conditions that are in no way less restrictive than those set forth in Exhibit A to this Agreement.

- **Sample Code.** Subject to the terms and conditions of this Agreement, Tail-f grants you during the Term a non-exclusive, worldwide, non-transferable, royalty-free, fully-paid up,

limited license to modify and make derivative works of the Sample Code and reproduce, execute, distribute, perform and display the Sample Code and derivatives thereof, in Object Code form only, solely as incorporated into your Product, pursuant to an end user license agreement with terms and conditions that are in no way less restrictive than those set forth in Exhibit A to this Agreement.

- **Tail-f Independent Development.** You shall own and have the freedom to use the Software Modifications as you see fit. However, you agree that you may not and will not employ your ownership rights, including patent, copyright, trademark and other intellectual property rights to block, prevent or hinder in any way Tail-f or Tail-f sublicensees from developing and using modifications to the Software that are the same or similar to your Software Modifications but are developed independently from your Software Modifications (the "Independent Software Modifications"). Accordingly, you agree to grant and do hereby grant to Tail-f and its affiliates and sublicensees a perpetual, irrevocable, non-exclusive, worldwide, royalty-free, fully-paid up right and license under all of your intellectual property rights in any of your Software Modifications solely to the extent that such Software Modifications are contained in Independent Software Modifications (including those intellectual property rights assigned to you or licensed to you with sufficient sublicensing right to satisfy the license grant in this section) to enable Tail-f, without restriction, to use, modify and create derivative works from Independent Software Modifications. As stated above, this license grant does not require you to share with or deliver your Software Modifications to Tail-f or any third party.

- **Restrictions.** Except for and solely to the extent expressly set forth in this Section 2, the rights granted to you in this Agreement are subject to the following restrictions: (a) you shall not license, sell, rent, lease, transfer, assign, distribute, display, host, outsource, disclose or otherwise commercially exploit or make the Software available to any third party; (b) you shall not modify, make derivative works of, disassemble, reverse compile or reverse engineer any part of the Software; (c) you shall not access the Software in order to build a similar or competitive product or service; (d) no part of the Software may be distributed, republished, downloaded, displayed, posted or transmitted in any form or by any means, including but not limited to electronic, mechanical, photocopying, recording or other means; and (e) any future release, update, or other addition to functionality of the Software that is made available to you by Tail-f shall be subject to the terms of this Agreement.

- **Compliance with Laws.** You agree to comply with all applicable laws, regulations, rulings, and executive orders relating to the Software, including but not limited to export or re-export laws, which must be complied with in order to protect or preserve Tail-f's rights in and to the Software.

3. FURTHER RESTRICTIONS.
The Software subject to this Agreement is copyrighted. Title to the Software and all associated intellectual property rights is retained by Tail-f and/or its licensors. Unless enforcement is prohibited by applicable law, you may not modify, decompile, or reverse engineer the Software except to the extent expressly authorized in this Agreement. You acknowledge that the Software is developed for general use in a variety of information management applications; it is not developed or intended for use in any inherently dangerous applications, including applications that may create a risk of personal injury. If you use the Software in dangerous applications, then you shall be responsible to take all appropriate fail-safe, backup, redundancy, and other measures to ensure its safe use. Tail-f disclaims any express or implied warranty of fitness for such uses. No right, title or interest in or to any trademark, service mark, logo or trade name of Tail-f or its licensors is granted under this Agreement.

4. DISCLAIMER OF WARRANTY. THE SOFTWARE IS PROVIDED "AS IS" WITHOUT

WARRANTY OF ANY KIND. TAIL-F FURTHER DISCLAIMS ALL WARRANTIES, EXPRESS AND IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NONINFRINGEMENT.

5. LIMITATION OF LIABILITY. IN NO EVENT SHALL TAIL-F BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, OR DAMAGES FOR LOSS OF PROFITS, REVENUE, DATA OR DATA USE, INCURRED BY YOU OR ANY THIRD PARTY, WHETHER IN AN ACTION IN CONTRACT OR TORT, EVEN IF TAIL-F HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. TAIL-F'S ENTIRE LIABILITY FOR DAMAGES HEREUNDER SHALL IN NO EVENT EXCEED ONE THOUSAND DOLLARS (U.S. $1,000).

6. TERMINATION. This Agreement is effective until terminated (the "**Term**"). You may terminate this Agreement at any time by destroying all copies of the Software. This Agreement will terminate immediately without notice from Tail-f if you fail to comply with any provision of this Agreement. Upon any termination, you must destroy all copies of the Software.

7. TERMINATION FOR INFRINGEMENT. Either party may terminate this Agreement immediately should any Software become, or in either party's opinion be likely to become, the subject of a claim of infringement of any intellectual property right.

8. EXPORT REGULATIONS. You agree that U.S. export control laws and other applicable export and import laws govern your use of the Software, including technical data. You agree that neither the Software nor any direct product thereof will be exported, directly, or indirectly, in violation of these laws, or will be used for any purpose prohibited by these laws including, without limitation, nuclear, chemical, or biological weapons proliferation.

9. U.S. GOVERNMENT LICENSE RIGHTS. If the Software is being acquired by or on behalf of the U.S. Government or by a U.S. Government prime contractor or subcontractor (at any tier), then the Government's rights in the Software and accompanying documentation shall be only those set forth in this Agreement.

10. GOVERNING LAW. This agreement is governed by the substantive and procedural laws of California. You and Tail-f agree to submit to the exclusive jurisdiction of, and venue in, the courts of Santa Clara County in California in any dispute arising out of or relating to this Agreement.

11. SEVERABILITY. If any provision of this Agreement is held to be unenforceable, this Agreement will remain in effect with the provision omitted, unless omission would frustrate the intent of the parties, in which case this Agreement will immediately terminate.

12. INTEGRATION. This Agreement is the entire agreement between you and Tail-f relating to its subject matter. It supersedes all prior or contemporaneous oral or written communications, proposals, representations and warranties and prevails over any conflicting or additional terms of any quote, order, acknowledgment, or other communication between the parties relating to its subject matter during the term of this Agreement. No modification of this Agreement will be binding, unless in writing and signed by an authorized representative of each party.

Exhibit A
Minimum End User License Terms

You shall provide the following minimum protections for Tail-f and the Software in your license to your customers of any of your Products incorporating the Software; provided however that you shall not be required to mention Tail-f specifically or use the exact wording set forth below so long as Tail-f's interests are protected as indicated:

Each license granted to your customer shall:

1. Be a license to use the Production Software, Application Libraries, and Sample Code in Object Code only, solely as incorporated into your Product and not for standalone purposes;
2. Restrict your customer's right to use the Software in line with the Restrictions and Compliance with Laws sections of the Agreement (under Section 2, License Grant), and Section 3 (Further Restrictions);
3. Be a license only and not a sale of the Software and provide that title to the Software and the intellectual property therein does not pass to your customer;
3. Make no representations or warranties on behalf of Tail-f with respect to the Software or any other matter and effectively disclaim any implied warranties (including the implied warranties of merchantability, fitness for a particular purpose, title and non-infringement) with respect to the Software which would be enforceable against Tail-f;
4. Not offer any indemnities or create any support obligations to your customers with respect to the Software which would be enforceable against Tail-f;
5. Exclude all liability for special, incidental and consequential damages which would be enforceable against Tail-f.
6. Not expose Tail-f to liability in excess of the amount set forth in Section 5 (Limitation of Liability),
7. Except as explicitly provided for in this Agreement (including Section 2 of the Agreement), prohibit your customers from sublicensing, selling, renting, leasing, transferring, assigning, distributing, displaying, hosting, outsourcing, disclosing or otherwise commercially exploiting or making the Software available to any third party, except as incorporated into the Product.
8. Prohibit making derivative works of, disassembling, reverse compiling or reverse engineering any part of the Software;
9. Prohibit the removal, and requiring the reproduction, of any proprietary or confidential markings, legends or notices contained in the Software;
10. Prohibit the publication of any results of benchmark tests run on the Software;
11. Obtain the agreement of any permitted user to treat Tail-f's Confidential Information (including the Software) as confidential information under terms and conditions that are no less protective of Tail-f's Confidential Information (including the Software) than provided in this Agreement.