

ConfigOS® Command Center End User License Agreement

Version 1.9

IMPORTANT—READ CAREFULLY: This End-User License Agreement ("EULA") is a legal agreement between an individual or single entity, or an agency or organization and SteelCloud, LLC (SteelCloud or Manufacturer) and other Licensors whose software may be bundled with this ConfigOS Command Center product (hereinafter "SOFTWARE"). Clauses will refer to such users as "you" and "yours." The SOFTWARE includes computer software, and may include associated media, printed materials, or electronic documentation. The SOFTWARE is associated with other products, which may have their own license agreements or terms of use, and are governed by such agreements rather than this EULA.

USERS AGREE TO BE BOUND BY THE TERMS OF THIS EULA BY INSTALLING, COPYING, OR OTHERWISE USING THE SOFTWARE. IF YOU DO NOT AGREE TO THE TERMS OF THIS EULA, YOU MAY NOT INSTALL, USE OR COPY THE SOFTWARE, AND YOU SHOULD PROMPTLY CONTACT THE MANUFACTURER FOR INSTRUCTIONS ON RETURN OF THE UNUSED PRODUCT(S) IN ACCORDANCE WITH MANUFACTURER'S RETURN POLICIES.

- **1. GRANT OF LICENSE.** Manufacturer grants you a non-perpetual, nonexclusive and nontransferable (except as provided in section 1.4) license to install, copy, and use the SOFTWARE, subject to the following limitations, and provided that you comply with all terms and conditions of this EULA:
 - **1.1 You** may copy, install, or use, the SOFTWARE only for the number of individual operating system instances/endpoints for which licenses have been purchased.
 - **1.2 You** may create one machine image for each operating system instance/endpoint for which a license has been purchased provided that you may not transfer that machine image to another operating system//endpoint for which a license has not been purchased.
 - **1.3 You** may make back-up copies of the SOFTWARE, but not more than two copies may be in your possession at any one time, and you may use the back-up copies solely for your archival purposes and to reinstall the software.
 - **1.4 You** may assign, rent, lease, sublicense, lend or otherwise transfer the SOFTWARE to another individual, entity, agency or organization only if the operating system instance/endpoint has a valid license for the SOFTWARE.
- **2. RESERVATION OF RIGHTS AND OWNERSHIP.** Manufacturer reserves all rights not expressly granted to you in this EULA. The SOFTWARE is protected by copyright, patent, and other intellectual property laws and treaties. Manufacturer owns the title, copyright, and other intellectual property rights in the SOFTWARE. The SOFTWARE is licensed, not sold.
- **4. LIMITATIONS ON REVERSE ENGINEERING, DECOMPILATION, DISASSEMBLY, AND COPYING.** You may not reverse engineer, decompile, or disassemble the SOFTWARE. You may not disassociate this software from the Manufacturer from which it was originally distributed. You may not clone the SOFTWARE or otherwise copy it except as provided in Sections 1.2 and 1.3 of this EULA, and you may not create a derivative work of the SOFTWARE.
- **6. TERMINATION.** Without prejudice to any other rights, Manufacturer may terminate this EULA if User fails to comply with the terms and conditions of this EULA. In such event, user must destroy all copies of the SOFTWARE and all of its component parts.
- **7. LIMITED WARRANTY**. Manufacturer warrants that the SOFTWARE will perform substantially in accordance with the accompanying materials for a period of 3 months from the date that it was purchased. THERE ARE NO OTHER WARRANTIES, EXPRESS OR IMPLIED, EXCEPT TO THE EXTENT REQUIRED BY APPLICABLE LAW. FURTHERMORE, EXCEPT TO THE EXTENT REQUIRED BY APPLICABLE LAW, THIS WARRANTY DOES NOT ENTITLE YOU TO ANY DAMAGES, INCLUDING BUT



NOT LIMITED TO DIRECT DAMAGES, CONSEQUENTIAL DAMAGES OR INDIRECT DAMAGES. THE MANFACTURER'S ONLY OBLIGATION TO YOU UNDER THIS WARRANTY IS, AT ITS OPTION, AND SUBJECT TO APPLICABLE LAW, TO (A) RETURN OF THE AMOUNT PAID (IF ANY) FOR THE PRODUCT(S) IN ACCORDANCE WITH MANUFACTURER'S RETURN POLICIES, OR (B) REPAIR OR REPLACE THE SOFTWARE THAT DOES NOT MEET THIS LIMITED WARRANTY AND THAT IS RETURNED TO MANUFACTURER. YOU WILL RECEIVE THE REMEDY ELECTED BY MANUFACTURER WITHOUT CHARGE, EXCEPT THAT YOU ARE RESPONSIBLE FOR ANY SHIPPING EXPENSES SPECIFIED IN MANUFACTURER'S WARRANTY REMEDY DOCUMENTATION.

- 8. DISCLAIMER OF WARRANTIES. The express Limited Warranty that appears above is the only express warranty made to you and is provided in lieu of any other express warranties or similar obligations, if any, created by any advertising, documentation, packaging, or other communications. Except for express limited warranty stated in this contract, if any, this information, computer program is provided with all faults, and the entire risk as to satisfactory quality, performance, accuracy, and effort is with the user. Except for the Limited Warranty and to the maximum extent permitted by applicable law, Manufacturer provides the SOFTWARE AS IS AND WITH ALL FAULTS, and hereby disclaims all other warranties and conditions, whether express, implied or statutory, including, but not limited to, any implied warranties, duties or conditions of merchantability, of fitness for a particular purpose or need, of reliability or availability, of accuracy or completeness of responses, of results, of workmanlike effort, of lack of viruses, and of lack of negligence, all with regard to the SOFTWARE, and the provision of or failure to provide support or other services, information, software, and related content through the SOFTWARE or otherwise arising out of the use of the SOFTWARE.
- 9. APPLICABLE LAW. This EULA is governed by the laws of the Commonwealth of Virginia.
- **10. ENTIRE AGREEMENT; SEVERABILITY.** This EULA is the entire agreement between you and Manufacturer relating to the SOFTWARE and supersedes all prior or contemporaneous oral or written communications, proposals and representations with respect to the SOFTWARE or any other subject matter covered by this EULA. If any provision of this EULA is held to be void, invalid, unenforceable or illegal, the other provisions shall continue in full force and effect.