

PlateSpin Forge® 3 Novell® Software License Agreement

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This Novell Software License Agreement ("Agreement") is a legal agreement between You (an entity or a person) and Novell, Inc. ("Novell") and sets forth the terms and conditions governing Your use of software embedded in, supplied with or otherwise forming a part of the PlateSpin Forge server appliance ("Server Appliance"), any media and accompanying documentation (collectively the "Software") as well as the hardware included in the Server Appliance and any updates and warranty repairs thereto ("Hardware"). The Software is protected by the copyright laws and treaties of the United States ("U.S.") and other countries. Any update or support release to the Software that You may download or receive that is not accompanied by a license agreement expressly superseding this Agreement is Software and governed by this Agreement. If the Software is an update or support release, then You must have validly licensed the version and quantity of the Software being updated or supported in order to install or use the update or support release.

The Server Appliance may include or be bundled with other software programs licensed under different terms and/or licensed by a licensor other than Novell. Use of any software programs accompanied by a separate license agreement is governed by that separate license agreement. Any third party software that may be provided with the Software is included for use at Your option.

DEFINITIONS

"Appliance Host" means the hypervisor which hosts the Software as well as the replicated Workloads.

"Management VM" means the management virtual machine containing the Software.

"Migration" means to move or copy a Workload from one computer to another.

"Operating System" means software that controls the operation of a computer and directs the processing of programs (as by assigning storage space in memory and controlling input and output functions). An Operating System may be installed either directly on a computer system or within a virtual machine. For example, a virtual machine server that hosts four virtual machines represents five Operating Systems.

"Software Product License Key" means the mechanism that enables You to install and use the Software subject to the restrictions set out in this Agreement and may be a printable digital key, a non-printable file or any other mechanism used by Novell for license activation purposes.

"Source Computer" means the computer that contains the Workload that You desire to protect.

"Target Computer" means the computer that receives the Workload, whether in the form of a physical computer without an Operating System or a physical computer which is running a virtual operating environment.

"Workload" means a unit of software that may be (a) installed and can run on a physical computer that has no Operating System software loaded onto it, or (b) installed and can run in a specialized operating environment, typically understood as a virtual operating environment, that allows the Operating System to run as an independent computer in the presence of other such independent computers, known as virtual machines. This includes any encapsulated form of such unit of software. A Workload contains the Operating System files necessary to "boot up" a standard computer and run the associated applications and data.

"Workload Backup Copy" means a copy of a Workload, which may exist in any form (either encapsulated in an image file or installed on a computer) but it may not be operating concurrently with the Workload to perform the normal tasks of the Workload.

Title and Delivery

Delivery.

For delivery from the U.S. to destinations within the U.S.A., delivery terms are FOB Novell's Dock (INCOTERMS 2000). Novell will ship ground only and prepay freight from Novell's Dock to Your forwarder or named destination. All other freight arrangements will be billed to You.

For delivery from the U.S. to destinations outside the U.S.A., delivery terms are DDU-POE (Delivery Duty Unpaid - Port of Entry) as defined in INCOTERMS 2000. Novell will select a carrier and will prepay shipping and handling charges. You will be responsible for all applicable import duties and value added tax, goods and services tax, or other similar taxes and fees.

For delivery within Europe, the Middle-East and Africa ("EMEA"), delivery terms will be Carriage Paid To (C.P.T.) Destination, as defined in INCOTERMS 2000. Novell will select a carrier, prepay the freight and invoice You for freight and any handling costs. Destinations for E.U. countries will be Your nominated delivery point; for non-E.U. countries, destination will be the point of import. The term C.P.T. does not include the payment by Novell of taxes or any applicable import duties.

Title & Risk of Loss. *For shipment within the United States,* title to any deliverables, exclusive of Novell's rights to intellectual property, and risk of loss will pass to You upon delivery to Your carrier. *For shipments from the U.S. to outside the U.S.,* title to and risk of loss will remain with Novell until the shipment arrives at the importing country's entry port (or at a bonded warehouse within Canada or Mexico if You so request shipment). *For shipments within EMEA* (i.e. originating in Ireland), title to and risk of loss

passes to You at the Irish shipment point. If You insure shipment, the insurance will protect Novell's interest until title passes as set forth above. Notwithstanding the above provisions, no title to Master Software is transferred to You.

LICENSED USE

Commercial Software.

Provided that You comply with all of the terms and conditions of this Agreement and the License Grant Restrictions below, Novell grants You a non-exclusive, non-transferable license, without the right to sublicense, to use the Software in object code form, solely in conjunction with Your use of the Server Appliance, in accordance with the Software License Key associated with the Software. You must purchase the appropriate number of licenses for the number of Workloads and the applicable model of Server Appliance.

1. You are permitted to create a Workload Backup Copy to a single Target Computer and to update that Workload Backup Copy an unlimited number of times.
2. You may assign the license to a specific Workload (an "Assigned Workload"), whatever form such Workload takes; provided however that once assigned, the Workload license applies only to the Assigned Workload until such Assigned Workload is permanently disabled or decommissioned (which would include discarding the computer or deleting and disassembling all the components that constitute the Assigned Workload) after which the Workload license can be re-assigned to another Workload. You are permitted to re-assign (or Workload transfer) any or all of the Workload licenses You have purchased provided that the Assigned Workload is permanently disabled or decommissioned. In no circumstance other than as described above may You assign a Workload license to a Workload and then temporarily reassign it to another Workload (such as a Workload Migration).
3. You may only use the virtual machines contained within the Server Appliance. You may not create additional virtual machines in order to perform functions other than to protect Workloads on the Server Appliance.
4. You may only use the Management VM for the purposes stated herein and shall not use the Management VM for any other purpose including but not limited to: file sharing, application server, print server and general purpose web server.
5. Other than the Software, the hypervisor and any system utilities, You agree not to install or use any third party software on the virtual machines in the Server Appliance and not to install any third party software on the Appliance Host.
6. You are prohibited from adding or removing the following elements to or from the Server Appliance: memory, hard drive, CPU and network cards, except in the case of hardware updates, enhancements and/or modifications to the Software and/or the Server Appliance.

The Software License Key may be a printable digital key, a non-printable file, or any other mechanism used by PlateSpin for license activation purposes. You agree not to override or attempt to override the Software License Key.

The Software facilitates the distribution of additional operating systems and applications ("Guest Operating Systems and Applications") to run on a computer system. You must have a licensed copy of each Guest Operating System and Application for such use. You must have licensed any Operating System components the Software installs as part of the conversion process, such as HALs and Kernel modules. You agree to indemnify and hold Novell harmless against any damages, costs (including legal attorneys' fees and costs) or other liability arising from claims resulting from Your failure to obtain any such required licenses. Novell shall have the right to participate at its expense in the defense of any such dispute.

Specific Third Party Software. Novell's contractual arrangements require that Novell include the following provisions.

1. The Software contains Third Party Software referred to as (i) 'Microsoft SQL Server 2005 (CAL Versions), (ii) Microsoft Windows Server 2003 Standard R2 with the Server Appliance Software Version 3.1), and (iii) Microsoft Windows Preinstallation Environment. Your use of this Third Party Software is subject to the terms and restrictions set out in the Third Party Software end user license agreements set forth in Schedules A, B and C. In addition, You acknowledge that Microsoft WINPE ISO disk contains a security feature that will cause a computer system to reboot without prior notification to the end user after 24 hours of continuous use. You shall not attempt to disengage, block or otherwise circumvent this feature.
2. The Software includes software licensed from VMware Inc. You agree not to de-compile, disassemble, reverse engineer or otherwise attempt to derive source code from the Product, in whole or in part (or in any instance where the law permits any such action, You agree to provide VMware at least forty-five (45) days advance written notice of Your belief that such action is warranted and permitted and provide VMware with an opportunity to evaluate if the law's requirements necessitate such action). You agree not to allow access for permit use of the VMware product by any user other than the Forge server or modify or create derivative works based upon the VMware product.

Evaluation Software. If PlateSpin Forge is provided to You for evaluation purposes, then Your license to use the Software is limited solely to internal evaluation purposes and in accordance with the terms of the evaluation offering under which You received the Software and expires 30 days from installation (or such other period as may be indicated within the evaluation Software License Key). Upon expiration of the evaluation period, You must discontinue use of the Software and return the Server Appliance as agreed to in Your applicable Evaluation Agreement.

RESTRICTIONS

License Restrictions. Novell reserves all rights not expressly granted to You. The Software is licensed for Your internal use only. You may not (1) reverse engineer, decompile, or disassemble the Software except and only to the extent it is expressly permitted by applicable law; (2) modify, alter, rent, timeshare host or lease the Software or sublicense any of Your rights under this Agreement; or (3) transfer the Software or Your license rights under this Agreement, in whole or in part, without written permission by Novell.

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Upgrade Software. This section applies to You if You have purchased the Software based upon upgrade pricing. "Original Product" means the product from which You are upgrading. You are authorized to use the Software only if You are the authorized user of the Original Product and You meet the following conditions: (1) You have acquired the right to use the Software solely to replace the Original Product that You acquired legally and that is qualified to be upgraded with the Software under the Novell policies existing at the time You acquired the Software; (2) You installed and used the Original Product in accordance with the terms and conditions of the applicable license agreement; and (3) You will not sell or otherwise transfer possession of the Original Product.

Support. Novell has no obligation to provide support unless You purchase an offering that expressly includes support services. If You make such a purchase and no separate agreement specifically applies to the support services, then the terms of this Agreement will govern the provision of such support services ("Services"). For more information on Novell's current support offerings, see <http://www.novell.com/support>.

OWNERSHIP

No title to or ownership of the Software is transferred to You. Novell and/or its 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. You acquire only a conditional license to use the Software.

LIMITED WARRANTY

For ninety (90) days from Your date of purchase, Novell warrants that (1) any media on which the Software is delivered is free from physical defects; and (2) the Software will substantially conform to the documentation accompanying the Software. If the defective Server Appliance is returned to Novell or if You report the nonconformity to Novell within ninety (90) days from the date of purchase, Novell will at its sole discretion either resolve the nonconformity or refund the license fees You paid for the Server Appliance upon its return. Any unauthorized use or modification to the Software voids this warranty. If You have purchased a Hardware warranty from Novell, then the terms of the warrant may be found at www.platespin.com/support/policy. THE FOREGOING HARDWARE AND SOFTWARE WARRANTY ARE YOUR SOLE AND EXCLUSIVE REMEDY AND ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED. (The foregoing warranty does not apply to Software provided free of charge. SUCH SOFTWARE IS PROVIDED "AS IS" WITHOUT ANY WARRANTIES OF ANY KIND.)

Services. Novell warrants that any Services purchased will be supplied in a professional manner in accordance with generally accepted industry standards. This warranty will be effective for ninety (90) days following delivery of the Services. Upon any breach of this warranty, Novell's only obligation is to either correct the Services so that they comply with this warranty or at its option refund the amount You paid to Novell for the portion of the Services that fail to comply with this warranty. As files may be altered or damaged in the course of Novell providing technical services, You agree to take appropriate measures to isolate and back up Your systems.

THE SERVER APPLIANCE IS NOT DESIGNED, MANUFACTURED OR INTENDED FOR USE OR DISTRIBUTION WITH, AND NOVELL AND ITS THIRD PARTY SUPPLIERS EXPRESSLY EXCLUDE ANY REPRESENTATIONS AND ASSURANCES REGARDING THE SUITABILITY OF THE PRODUCTS FOR, ON-LINE CONTROL EQUIPMENT IN HAZARDOUS ENVIRONMENTS REQUIRING FAIL-SAFE PERFORMANCE, SUCH AS IN THE OPERATION OF NUCLEAR FACILITIES, AIRCRAFT NAVIGATION, COMMUNICATION, OR CONTROL SYSTEMS, DIRECT LIFE SUPPORT MACHINES, WEAPONS SYSTEMS, OR OTHER USES IN WHICH FAILURE OF THE SOFTWARE COULD LEAD DIRECTLY TO DEATH, PERSONAL INJURY, OR SEVERE PHYSICAL OR ENVIRONMENTAL DAMAGE. YOU FURTHER REPRESENT AND WARRANT THAT THE SERVER APPLIANCE WILL NOT BE EMPLOYED FOR A PROHIBITED CHEMICAL, BIOLOGICAL OR NUCLEAR WEAPONS OR MISSILE USE OF ANY KIND. YOU SHALL BE WHOLLY LIABLE TO NOVELL AND ITS THIRD PARTY SUPPLIERS FOR ANY USE IN VIOLATION OF THIS PROVISION.

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Consequential Losses. NEITHER NOVELL NOR ANY OF ITS LICENSORS, SUPPLIERS, SUBSIDIARIES, OR EMPLOYEES WILL IN ANY CASE BE LIABLE FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL, INDIRECT, TORT, ECONOMIC OR PUNITIVE DAMAGES ARISING OUT OF THE USE OF OR INABILITY TO USE THE SOFTWARE OR SERVICES, INCLUDING WITHOUT LIMITATION LOSS OF PROFITS, BUSINESS OR DATA, EVEN IF ADVISED OF THE POSSIBILITY OF THOSE DAMAGES.

Direct Damages. IN NO EVENT WILL NOVELL'S AGGREGATE LIABILITY FOR DIRECT DAMAGES TO PROPERTY OR PERSON (WHETHER IN ONE INSTANCE OR A SERIES OF INSTANCES) EXCEED 1.25 TIMES THE AMOUNT PAID BY YOU FOR THE SOFTWARE OR SERVICES OUT OF WHICH SUCH CLAIM AROSE (OR \$50 (U.S.) IF YOU RECEIVED THE SOFTWARE FREE OF CHARGE). The above exclusions and limitations will not apply to claims relating to death or personal injury. In those jurisdictions that do not allow the exclusion or limitation of damages, Novell's liability shall be limited or excluded to the maximum extent allowed within those jurisdictions.

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Term. This Agreement becomes effective on the date You legally acquire the Software and Your right to use the Software will automatically terminate if You breach any of its terms. If the Software is provided to You on a subscription basis, then Your right to possess or use the Software will terminate at the end of the applicable subscription period. Upon termination of this Agreement or any applicable subscription period, You must destroy the original and all copies of the Software or return them to Novell and delete the Software from Your systems.

Benchmark Testing. This benchmark testing restriction applies to You if You are a software developer or licensor or if You are performing testing on the Software at the direction of or on behalf of a software developer or licensor. You may not, without Novell's prior written consent not to be unreasonably withheld, publish or disclose to any third party the results of any benchmark test of the Software. If You are a licensor of products that are functionally similar to or compete with the Software ("Similar Products"), or are acting on behalf of such a licensor, and You publish or disclose benchmark information on the Software in violation of this restriction, then notwithstanding anything to the contrary in the Similar Product's end user license agreement, and in addition to any other remedies Novell may have, Novell shall have the right to perform benchmark testing on Similar Products and to disclose and publish that benchmark information and You hereby represent that You have authority to grant such right to Novell.

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.

Transfer. This Agreement may not be transferred or assigned without the prior written approval of Novell.

Law and Jurisdiction. This Agreement is governed by the laws of the State of Utah, U.S. Any action at law relating to this Agreement may only be brought before the courts of competent jurisdiction of the State of Utah. If, however, Your country of principal residence is a member state of the European Union or the European Free Trade Association, this Agreement is governed by the laws of that country, and any action at law may only be brought before a court of competent jurisdiction of that country.

Entire Agreement. This Agreement sets forth the entire understanding and agreement between You and Novell and may be amended or modified only by a written agreement agreed to by You and an authorized representative of Novell. NO 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.

Waiver. No waiver of any right under this Agreement will be effective unless in writing, signed by a duly authorized representative of the party to be bound. No waiver of any past or present right arising from any breach or failure to perform will be deemed to be a waiver of any future right arising under this Agreement.

Severability. If any provision in this Agreement 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 Agreement will remain unaffected.

Export Compliance. Any products or technical information provided under this Agreement may be subject to U.S. export controls and the trade laws of other countries. The parties agree to comply with all export control regulations and to obtain any required licenses or classification to export, re-export or import deliverables. The parties agree not to export or re-export to entities on the current U.S. export exclusion lists or to any embargoed or terrorist countries as specified in the U.S. export laws. The parties will not use deliverables for prohibited nuclear, missile, or chemical biological weaponry end uses. Please consult the Bureau of Industry and Security web page www.bis.doc.gov before exporting Novell products from the U.S. Please refer to <http://www.novell.com/company/legal/> for more information on exporting Novell software. Upon request, Novell will provide You specific information regarding applicable restrictions. However, Novell assumes no responsibility for Your failure to obtain any necessary export approvals.

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Other. The application of the United Nations Convention of Contracts for the International Sale of Goods is expressly excluded.

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Schedule A

MICROSOFT SOFTWARE LICENSE TERMS

MICROSOFT® SQL SERVER™ 2005 (CAL VERSIONS)

These license terms are an agreement between you and *Microsoft*. Please read them. They apply to the software included on this server. The software also includes any separate media on which you received the software.

The software on this device includes software licensed from Microsoft Corporation or its affiliate.

The terms also apply to any Microsoft

- updates,
- supplements,
- Internet-based services, and
- support services

for this software, unless other terms accompany those items. If so, those terms apply. If you obtain updates or supplements directly from Microsoft, then Microsoft, and not Novell, licenses those to you.

This software does not transmit personally identifiable information from your server to Microsoft Corporation computer systems without your consent.

By using the software, you accept these terms. If you do not accept them, do not use the software. Instead, contact Novell to determine its return policy for a refund or credit.

As described below, using some features also operates as your consent to the transmission of certain standard computer information for Internet-based services.

If you comply with these license terms, you have the rights below.

1. USE RIGHTS.

- *Server Software.* Server software provides functions or services on this server. You may use, access, boot from, display and run one copy of the server software only on this server. You may reinstall the server software on this server. You may not use the server software or its components on another server.
- *Assignment of the License to this Server.* The license for the server software is permanently assigned to the server with which the server software was distributed. If the server has multiple hardware partition(s) or blade(s), you must permanently assign that license to one of the hardware partition(s) or blade(s). You may assign other software licenses to the same server, but you may not assign the same license to more than one server. Each hardware partition or blade is considered to be a separate server.

2. ADDITIONAL LICENSING REQUIREMENTS AND/OR USE RIGHTS.

- a. **Specific Use.** Novell designed this server for a specific use. You may only use the software for that use.

You may not use the software to support additional software programs or functions, other than utilities or similar software used solely for administration, performance enhancement and/or preventative maintenance of this server.

b. **Client Access Licenses (CALs).**

i. In addition to the server software license, you must acquire the appropriate CAL for each device or each individual person ("User") that accesses the server software directly or indirectly.

- The edition of the CAL must correspond to the edition of the Licensed Product that the device or User will access. For example, for SQL Server 2005 Enterprise Edition software, you must acquire CALs for SQL Server 2005 Enterprise Edition. You may not use CALs for SQL Server 2005 Standard Edition or SQL Server 2005 Workgroup Edition.

- You do not need a CAL for the server.

ii. *Types of CALs.* There are two types of CALs: device CALs and User CALs. Each device CAL permits one device, used by any User, to access instances of the server software on your licensed servers. Each User CAL permits one User, using any device, to access instances of the server software on your licensed servers. You may use a combination of device CALs and User CALs.

iii. *Reassignment of CALs.* You may

- permanently reassign your device CAL from one device to another, or your User CAL from one User to another; or
- temporarily reassign your device CAL to a loaner device while the first device is out of service, or your User CAL to a temporary worker while the User is absent.

c. **Tools.** You may run or otherwise use the additional software listed below ("Tools") on the server and any number of devices. You may only use the Tools internally with your use of the server software.

- Analysis Services Shared Tools
- Business Intelligence Development Studio
- SQL Server 2005 Books Online
- Connectivity Components
- Legacy Components
- Management Tools
- Notification Services Client Components
- Reporting Services Report Manager
- Reporting Services Shared Tools
- SQL Server 2005 Shared Tools
- Software Development Kit
- SQLXML Client Features
- SQL Server Mobile Server Tools

d. **Included Microsoft Programs.** The software contains other Microsoft programs. The license terms with those programs apply to your use of them.

e. **Runtime-Restricted Use Software.** The software is "Runtime-Restricted Use" software. You may only use the software to run the Integrated Application. You may not use the software to develop new applications, databases or tables. You also may not use the software with existing applications, databases or tables, other than those in the Integrated Application. You may, to configure or extend the Integrated Application, use a tool to run queries or reports from existing tables, or use a development environment or workbench that is part of the Integrated Application.

3. SCOPE OF LICENSE. The software is licensed, not sold. This agreement only gives you some rights to use the software. Novell and Microsoft reserve all other rights. Unless applicable law gives you more rights despite this limitation, you may use the software only as expressly permitted in this agreement. In doing so, you must comply with any technical limitations in the software that allow you to use it only in certain ways. For more information, see the software documentation or contact Novell. Except and only to the extent permitted by applicable law despite these limitations, you may not:

- work around any technical limitations in the software;
- reverse engineer, decompile or disassemble the software;
- make more copies of the software than specified in this agreement;
- publish the software for others to copy;
- rent, lease or lend the software; or
- use the software for commercial software hosting services.

Except as expressly provided in this agreement, rights to access the software on this server do not give you any right to implement Microsoft patents or other Microsoft intellectual property in software or devices that access this server.

You may use remote access technologies in the software such as Remote Desktop to access the software remotely from another device. You are responsible for obtaining any licenses required for use of these protocols to access other software.

- **COMPONENT DATA STORAGE.** The software may contain components that use Microsoft SQL Server Desktop Engine ("MSDE"). Only those software components may use MSDE.
- **INTERNET-BASED SERVICES.** Microsoft provides Internet-based services with the software. Microsoft may change or cancel them at any time.

a. **Consent for Internet-Based Services.** The software features described below connect to Microsoft or service provider computer systems over the Internet. In some cases, you will not receive a separate notice when they connect. You may switch off these features or not use them. For more information about these features, visit

<http://www.microsoft.com/windowsxp/downloads/updates/sp2/docs/privacy.msp>.

By using these features, you consent to the transmission of this information. Microsoft does not use the information to identify or contact you.

b. **Computer Information.** The following features use Internet protocols, which send to the appropriate systems computer information, such as your Internet protocol address, the type of operating system, browser and name and version of the software you are using, and the language code of the device where you installed the software. Microsoft uses this information to make the Internet-based services available to you.

- **Digital Certificates.** The software uses digital certificates. These digital certificates confirm the identity of Internet users sending X.509 standard encrypted information. The software retrieves certificates and updates certificate revocation lists. These security features operate only when you use the Internet.
- **Auto Root Update.** The Auto Root Update feature updates the list of trusted certificate authorities. You can switch off the Auto Root Update feature.
- **Windows Media Digital Rights Management.** Content owners use Windows Media digital rights management technology (WMDRM) to protect their intellectual property, including copyrights. This software and third party software use WMDRM to play and copy WMDRM-protected content. If the software fails to protect the content, content owners may ask Microsoft to revoke the software's ability to use WMDRM to play or copy protected content. Revocation does not affect other content. When you download licenses for protected content, you agree that Microsoft may include a revocation list with the licenses. Content owners may require you to upgrade WMDRM to access their content. Microsoft software that includes WMDRM will ask for your consent prior to the upgrade. If you decline an upgrade, you will not be able to access content that requires the upgrade. You may switch off WMDRM features that access the Internet. When these features are off, you can still play content for which you have a valid license.

c. **Misuse of Internet-based Services.** You may not use these services in any way that could harm them or impair anyone else's use of them. You may not use the services to try to gain unauthorized access to any service, data, account or network by any means.

- **BENCHMARK TESTING.** The software may contain the Microsoft .NET Framework. You may conduct internal benchmark testing of the .NET Framework component of the software (".NET Component"). You may disclose the results of any benchmark test of the .NET Component, if you comply with the following terms:

- (1) you must disclose all the information necessary for replication of the tests;
- (2) you must disclose the date(s) when you did the benchmark tests and version information for all Microsoft software products tested;
- (3) your benchmark testing was performed in accordance with the product documentation and/or Microsoft's support Web sites, and uses the latest updates, patches, and fixes available for the .NET Component and the relevant Microsoft operating system;
- (4) it is sufficient if you make the disclosures at a publicly available location such as a Web site, so long as a public disclosure of the results of your benchmark test expressly identifies the public site containing all required disclosures; and
- (5) nothing in this provision shall be deemed to waive any other right that you may have to conduct benchmark testing.

The above terms shall not apply to your disclosure of any customized benchmark test of the .NET Component, if a prospective customer makes such disclosure under confidentiality in conjunction with a bid request. If you disclose such benchmark test results, Microsoft shall have the right to disclose the results of benchmark tests it conducts of your products that compete with the .NET Component, provided it complies with the same conditions above.

- **NOTICES ABOUT THE MPEG-4 VISUAL STANDARD.** The software may include MPEG-4 visual decoding technology. This technology is a format for data compression of video information. MPEG LA, L.L.C. requires this notice:

USE OF THIS PRODUCT IN ANY MANNER THAT COMPLIES WITH THE MPEG-4 VISUAL STANDARD IS PROHIBITED, EXCEPT FOR USE DIRECTLY RELATED TO (A) DATA OR INFORMATION (i) GENERATED BY AND OBTAINED WITHOUT CHARGE FROM A CONSUMER NOT THEREBY ENGAGED IN A BUSINESS ENTERPRISE, AND (ii) FOR PERSONAL USE ONLY; AND (B) OTHER USES SPECIFICALLY AND SEPARATELY LICENSED BY MPEG LA, L.L.C.

If you have questions about the MPEG-4 visual standard, please contact MPEG LA, L.L.C., 250 Steele Street, Suite 300, Denver, CO 80206; www.mpegla.com.

• **SECONDARY BOOT AND RECOVERY COPIES OF THE SOFTWARE.**

Secondary Boot Copy. If a secondary boot copy of the server software is installed on the Server, you may access, boot from, display and run it solely in the event of a failure, malfunction, or corruption of the primary operating copy of the server software, and only until the primary operating copy has been repaired or reinstalled. You are not licensed to boot from and use both the primary operating copy and the secondary boot copy of the server software at the same time.

Recovery Copy. You may use recovery copy solely to repair or reinstall the server software on the Server.

- If you lease the Server from Novell, the following additional terms shall apply: (i) you may not transfer the software to another user as part of the transfer of the Server, whether or not a permanent transfer of the software with the Server is otherwise allowed in these license terms; (ii) your rights to any software upgrades shall be determined by the lease you signed for the Server; and (iii) you may not use the software after your lease terminates, unless you purchase the Server from Novell.
 - **NO RENTAL.** You may not rent, lease, lend, or provide commercial hosting services with the SOFTWARE.
4. **PRODUCT SUPPORT.** Contact Novell for support options. Refer to the support number provided with the device.
 5. **BACKUP COPY.** You may make one backup copy of the software. You may use it only to reinstall the software on the device.

6. **PROOF OF LICENSE.** If you acquired the software on the device, or on a disc or other media, a genuine Certificate of Authenticity label with a genuine copy of the software identifies licensed software. To be valid, this label must be affixed to the device, or included on or in Novell's software packaging. If you receive the label separately, it is not valid. You should keep the label on the device or packaging to prove that you are licensed to use the software. To identify genuine Microsoft software, see <http://www.howtotell.com>.

7. **TRANSFER TO A THIRD PARTY.** You may transfer the software only with the device, the Certificate of Authenticity label, and these license terms directly to a third party. Before the transfer, that party must agree that these license terms apply to the transfer and use of the software. You may not retain any copies of the software including the backup copy.

8. **NOT FAULT TOLERANT.** The software is not fault tolerant.

9. **RESTRICTED USE.** The Microsoft software was designed for systems that do not require fail-safe performance. You may not use the Microsoft software in any device or system in which a malfunction of the software would result in foreseeable risk of injury or death to any person. This includes operation of nuclear facilities, aircraft navigation or communication systems and air traffic control.

10. **NO WARRANTIES FOR THE SOFTWARE.** The software is provided "as is". You bear all risks of using it. Neither Microsoft nor Novell gives any express warranties, guarantees or conditions. Any warranties you receive regarding the device or the software do not originate from, and are not binding on, Microsoft or its affiliates. When allowed by your local laws, Novell and Microsoft exclude implied warranties of merchantability, fitness for a particular purpose and non-infringement.

11. **LIABILITY LIMITATIONS.** You can recover from Novell, Microsoft and their affiliates only direct damages up to two hundred fifty U.S. Dollars (U.S. \$250.00), or the equivalent in local currency. You cannot recover any other damages, including consequential, lost profits, special, indirect or incidental damages.

This limitation applies to:

- anything related to the software, services, content (including code) on third party internet sites, or third party programs, and
- claims for breach of contract, breach of warranty, guarantee or condition, strict liability, negligence, or other tort to the extent permitted by applicable law.

It also applies even if Novell or Microsoft should have been aware of the possibility of the damages. The above limitation may not apply to you because your country may not allow the exclusion or limitation of incidental, consequential or other damages.

12. **EXPORT RESTRICTIONS.** The software is subject to United States export laws and regulations. You must comply with all domestic and international export laws and regulations that apply to the software. These laws include restrictions on destinations, end users and end use. For additional information, see www.microsoft.com/exporting.

Schedule B

MICROSOFT SOFTWARE LICENSE TERMS

MICROSOFT® WINDOWS SERVER® 2003 AND MICROSOFT® WINDOWS SERVER® 2003 R2 PRODUCTS

These license terms are an agreement between you and Microsoft. Please read them. They apply to the above referenced software included on this server. The software also includes any separate media on which you received the software.

The software on this device includes software licensed from Microsoft Corporation or its affiliate.

The terms also apply to any Microsoft

- updates,
- supplements,
- Internet-based services, and
- support services

for this software, unless other terms accompany those items. If so, those terms apply. If you obtain updates or supplements directly from Microsoft, then Microsoft, and not Novell, licenses those to you.

This software does not transmit personally identifiable information from your server to Microsoft Corporation computer systems without your consent.

By using the software, you accept these terms. If you do not accept them, do not use the software. Instead, contact Novell to determine its return policy for a refund or credit.

As described below, using some features also operates as your consent to the transmission of certain standard computer information for Internet-based services.

If you comply with these license terms, you have the rights below.

1. USE RIGHTS.

- **Server Software.** Server software provides functions or services on this server. You may install, use, access, display and run only one copy of server software on this server. Components of the server software may only be used on this server.
- **Device Software.** Device software allows a device (other than this server) to access or use the server software. You may install and use the device software on any device solely to access or use the server software.
- **Processor Rights.** You may use the server software with up to 4 processors of the Server at any one time.

2. ADDITIONAL LICENSING REQUIREMENTS AND/OR USE RIGHTS.

a. Specific Use. Novell designed this server for a specific use. You may only use the software for that use.

You may not use the software to support additional software programs or functions, other than utilities or similar software used solely for administration, performance enhancement and/or preventative maintenance of this server.

b. Client Access Licenses ("CALs"). These license terms include 5 CALs unless a higher number of CALs is indicated on the Certificate of Authenticity for the server software. Please select the number of Windows User CALs and Windows Device CALs (not to exceed a combined total of 5 or such higher number) and write them in the spaces provided below. No CALs are valid until those spaces are completed. You may not change them once completed.

___ Windows User CALs

___ Windows Device CALs

The software licensing model consists of an operating system license and incremental CALs. The total cost for the software scales with usage. Several CAL types and licensing modes are available to suit your individual needs.

Windows Server 2003 Client Access License ("Windows CAL") Requirements. In addition to the license for the server software, you must acquire a Windows CAL for each individual person ("User") or device that accesses or uses the server software, whether directly or through a Multiplexing Service. A "Multiplexing Service" is a software application or service accessing or using the server software at the request of a User or device. For example, a Windows CAL is required for each User or device that uses any of the following services of the server software:

- authentication services (when user or application credentials are exchanged between the server software and a User or device),
- file services (accessing or managing files or disk storage),
- printing services (printing to a printer managed by the server software), or
- remote access service (accessing the server from a remote location through a communications link, including a virtual private network).

You do not need to acquire a Windows CAL for any User or device that accesses the server software solely through the Internet and is not authenticated by the server software or a Multiplexing Service.

Types of Windows CALs.

- "Windows Device CAL" permits one device (used by any User) to access or use the server software.
- "Windows User CAL" permits one User (using any device) to access or use the server software.

You may use a mix of Windows Device CALs and Windows User CALs at the same time with the server software.

Windows CAL Licensing Modes. You may use Windows CALs with the server software in either "Per Device or Per User" or "Per Server" mode.

- (i) In Per Device or Per User mode, a Windows CAL is required for each device or User that accesses server software on the Server. If you choose Per Device or Per User mode, the choice is permanent.

You may reassign a Windows CAL from one device to another device, or from one User to another User, if the reassignment is made

(A) permanently away from the one device or User, or

(B) temporarily to accommodate the use of the Windows CAL by a loaner device while a permanent device is out of service, or the use of the Windows CAL by a temporary worker while a regular employee is absent.

If the server software is not used in Per Device or Per User mode, the server software is deployed in Per Server mode.

- (ii) In Per Server mode, the maximum number of devices and Users that may at the same time access server software

installed on this server equals the number of Windows CALs (of either type) that you acquire and designate for use exclusively with this server. You have the one-time right to change your use of the server software from Per Server mode to Per Device or Per User mode. If you do so, you may apply the same number of Windows CALs you acquired for use in Per Server mode in Per Device or Per User mode instead.

Terminal Server Client Access License ("TS CAL") Requirements. In addition to a Windows CAL, if you wish to conduct a Windows Session, you must acquire a TS CAL for each User or device. A "Windows Session" means a session during which the server software hosts a graphical user interface on a device.

Types of TS CALs.

- "TS Device CAL" permits one device (used by any User) to conduct Windows Sessions on the Server.
- "TS User CAL" permits one User (using any device) to conduct Windows Sessions on the Server.

You may use a mix of TS Device CALs and TS User CALs at the same time with the server software.

TS CAL Licensing Modes

- (I) In Per Device or Per User mode, a separate TS CAL is required for each device or User that accesses server software on the Server.

You may reassign a TS CAL from one device to another device, or from one User to another User, if the reassignment is made

(A) permanently away from the one device or User, or

(B) temporarily to accommodate the use of the TS CAL by a loaner device while a permanent device is out of service, or the use of the TS CAL by a temporary worker while a regular employee is absent.

- (ii) Windows Sessions are not allowed in Per Server mode.

Premium Windows Server Services. New software functions ("Premium Services") may be available for use with this software. These Premium Services may be provided under additional license terms. Additional access license fees may apply if you install and use these Premium Services.

Additional CAL Requirements.

- (I) Single Licensee. Only you can use Windows CALs, TS CALs, and any future Premium Services CALs with server software.
- (ii) Version Matching. Each required CAL must be version Windows Server 2003 or a later version.
- (iii) Administration. Up to 2 Users or devices may access or use the server software at the same time, without acquiring any CALs, solely for administration of the server software. You do not need a TS CAL when attaching to or mirroring the single Console Session. The "Console Session" is the Windows Session that is conducted through the designated primary keyboard and display device (or similar peripherals).

3. SCOPE OF LICENSE. The software is licensed, not sold. This agreement only gives you some rights to use the software. Novell and Microsoft reserve all other rights. Unless applicable law gives you more rights despite this limitation, you may use the software only as expressly permitted in this agreement. In doing so, you must comply with any technical limitations in the software that allow you to use it only in certain ways. For more information, see the software documentation or contact Novell. Except and only to the extent permitted by applicable law despite these limitations, you may not:

- work around any technical limitations in the software;
- reverse engineer, decompile or disassemble the software;
- make more copies of the software than specified in this agreement;
- publish the software for others to copy;
- rent, lease or lend the software; or
- use the software for commercial software hosting services.

Except as expressly provided in this agreement, rights to access the software on this server do not give you any right to implement Microsoft patents or other Microsoft intellectual property in software or devices that access this server.

You may use remote access technologies in the software such as Remote Desktop to access the software remotely from another device. You are responsible for obtaining any licenses required for use of these protocols to access other software.

- **COMPONENT DATA STORAGE.** The software may contain components that use Microsoft SQL Server Desktop Engine ("MSDE"). Only those software components may use MSDE.
- **INTERNET-BASED SERVICES.** Microsoft provides Internet-based services with the software. Microsoft may change or cancel them at any time.

a. **Consent for Internet-Based Services.** The software features described below connect to Microsoft or service provider

computer systems over the Internet. In some cases, you will not receive a separate notice when they connect. You may switch off these features or not use them. For more information about these features, visit

<http://www.microsoft.com/windowsxp/downloads/updates/sp2/docs/privacy.msp>.

By using these features, you consent to the transmission of this information. Microsoft does not use the information to identify or contact you.

b. Computer Information. The following features use Internet protocols, which send to the appropriate systems computer information, such as your Internet protocol address, the type of operating system, browser and name and version of the software you are using, and the language code of the device where you installed the software. Microsoft uses this information to make the Internet-based services available to you.

- **Digital Certificates.** The software uses digital certificates. These digital certificates confirm the identity of Internet users sending X.509 standard encrypted information. The software retrieves certificates and updates certificate revocation lists. These security features operate only when you use the Internet.
- **Auto Root Update.** The Auto Root Update feature updates the list of trusted certificate authorities. You can switch off the Auto Root Update feature.
- **Windows Media Digital Rights Management.** Content owners use Windows Media digital rights management technology (WMDRM) to protect their intellectual property, including copyrights. This software and third party software use WMDRM to play and copy WMDRM-protected content. If the software fails to protect the content, content owners may ask Microsoft to revoke the software's ability to use WMDRM to play or copy protected content. Revocation does not affect other content. When you download licenses for protected content, you agree that Microsoft may include a revocation list with the licenses. Content owners may require you to upgrade WMDRM to access their content. Microsoft software that includes WMDRM will ask for your consent prior to the upgrade. If you decline an upgrade, you will not be able to access content that requires the upgrade. You may switch off WMDRM features that access the Internet. When these features are off, you can still play content for which you have a valid license.

c. Misuse of Internet-based Services. You may not use these services in any way that could harm them or impair anyone else's use of them. You may not use the services to try to gain unauthorized access to any service, data, account or network by any means.

- **BENCHMARK TESTING.** The software may contain the Microsoft .NET Framework. You may conduct internal benchmark testing of the .NET Framework component of the software (".NET Component"). You may disclose the results of any benchmark test of the .NET Component, if you comply with the following terms:

(1) you must disclose all the information necessary for replication of the tests;

(2) you must disclose the date(s) when you did the benchmark tests and version information for all Microsoft software products tested;

(3) your benchmark testing was performed in accordance with the product documentation and/or Microsoft's support Web sites, and uses the latest updates, patches, and fixes available for the .NET Component and the relevant Microsoft operating system;

(4) it is sufficient if you make the disclosures at a publicly available location such as a Web site, so long as a public disclosure of the results of your benchmark test expressly identifies the public site containing all required disclosures; and

(5) nothing in this provision shall be deemed to waive any other right that you may have to conduct benchmark testing.

The above terms shall not apply to your disclosure of any customized benchmark test of the .NET Component, if a prospective customer makes such disclosure under confidentiality in conjunction with a bid request. If you disclose such benchmark test results, Microsoft shall have the right to disclose the results of benchmark tests it conducts of your products that compete with the .NET Component, provided it complies with the same conditions above.

- **NOTICES ABOUT THE MPEG-4 VISUAL STANDARD.** The software may include MPEG-4 visual decoding technology. This technology is a format for data compression of video information. MPEG LA, L.L.C. requires this notice:

USE OF THIS PRODUCT IN ANY MANNER THAT COMPLIES WITH THE MPEG-4 VISUAL STANDARD IS PROHIBITED, EXCEPT FOR USE DIRECTLY RELATED TO (A) DATA OR INFORMATION (i) GENERATED BY AND OBTAINED WITHOUT CHARGE FROM A CONSUMER NOT THEREBY ENGAGED IN A BUSINESS ENTERPRISE, AND (ii) FOR PERSONAL USE ONLY; AND (B) OTHER USES SPECIFICALLY AND SEPARATELY LICENSED BY MPEG LA, L.L.C.

If you have questions about the MPEG-4 visual standard, please contact MPEG LA, L.L.C., 250 Steele Street, Suite 300, Denver, CO 80206; www.mpegla.com.

• **SECONDARY BOOT AND RECOVERY COPIES OF THE SOFTWARE.**

Secondary Boot Copy. If a secondary boot copy of the server software is installed on the Server, you may access, boot from, display and run it solely in the event of a failure, malfunction, or corruption of the primary operating copy of the server software, and only until the primary operating copy has been repaired or reinstalled. You are not licensed to boot from and use both the primary operating copy and the secondary boot copy of the server software at the same time.

Recovery Copy. You may use recovery copy solely to repair or reinstall the server software on the Server.

- If you lease the Server from Novell, the following additional terms shall apply: (i) you may not transfer the software to

another user as part of the transfer of the Server, whether or not a permanent transfer of the software with the Server is otherwise allowed in these license terms; (ii) your rights to any software upgrades shall be determined by the lease you signed for the Server; and (iii) you may not use the software after your lease terminates, unless you purchase the Server from Novell.

· **NO RENTAL.** You may not rent, lease, lend, or provide commercial hosting services with the SOFTWARE.

4. **PRODUCT SUPPORT.** Contact Novell for support options. Refer to the support number provided with the device.
5. **BACKUP COPY.** You may make one backup copy of the software. You may use it only to reinstall the software on the device.
6. **PROOF OF LICENSE.** If you acquired the software on the device, or on a disc or other media, a genuine Certificate of Authenticity label with a genuine copy of the software identifies licensed software. To be valid, this label must be affixed to the device, or included on or in Novell's software packaging. If you receive the label separately, it is not valid. You should keep the label on the device or packaging to prove that you are licensed to use the software. To identify genuine Microsoft software, see <http://www.howtotell.com>.
7. **TRANSFER TO A THIRD PARTY.** You may transfer the software only with the device, the Certificate of Authenticity label, and these license terms directly to a third party. Before the transfer, that party must agree that these license terms apply to the transfer and use of the software. You may not retain any copies of the software including the backup copy.
8. **NOT FAULT TOLERANT.** The software is not fault tolerant.
9. **RESTRICTED USE.** The Microsoft software was designed for systems that do not require fail-safe performance. You may not use the Microsoft software in any device or system in which a malfunction of the software would result in foreseeable risk of injury or death to any person. This includes operation of nuclear facilities, aircraft navigation or communication systems and air traffic control.
10. **NO WARRANTIES FOR THE SOFTWARE.** The software is provided "as is". You bear all risks of using it. Neither Microsoft nor Novell gives any express warranties, guarantees or conditions. Any warranties you receive regarding the device or the software do not originate from, and are not binding on, Microsoft or its affiliates. When allowed by your local laws, Novell and Microsoft exclude implied warranties of merchantability, fitness for a particular purpose and non-infringement.
11. **LIABILITY LIMITATIONS.** You can recover from Microsoft and Novell and their affiliates only direct damages up to two hundred fifty U.S. Dollars (U.S. \$250.00), or equivalent in local currency. You cannot recover any other damages, including consequential, lost profits, special, indirect or incidental damages.

This limitation applies to:

- anything related to the software, services, content (including code) on third party internet sites, or third party programs, and
- claims for breach of contract, breach of warranty, guarantee or condition, strict liability, negligence, or other tort to the extent permitted by applicable law.

It also applies even if Microsoft or Novell should have been aware of the possibility of the damages. The above limitation may not apply to you because your country may not allow the exclusion or limitation of incidental, consequential or other damages.

12. **EXPORT RESTRICTIONS.** The software is subject to United States export laws and regulations. You must comply with all domestic and international export laws and regulations that apply to the software. These laws include restrictions on destinations, end users and end use. For additional information, see www.microsoft.com/exporting.

Schedule C

MICROSOFT SOFTWARE LICENSE TERMS
MICROSOFT SOFTWARE LICENSE TERMS FOR:
MICROSOFT® WINDOWS® PREINSTALLATION ENVIRONMENT, VERSION 1.2 SERVICES EDITION
MICROSOFT® WINDOWS® PREINSTALLATION ENVIRONMENT VERSION 2004
MICROSOFT® WINDOWS® PREINSTALLATION ENVIRONMENT VERSION 2005

These license terms are an agreement between you and Microsoft. Please read them. They apply to the software included on this device. The software also includes any separate media on which you received the software.

The software on this system includes software licensed from Microsoft Corporation or its affiliate.

The terms also apply to any Microsoft

- updates,
- supplements,

Internet-based services, and

support services

for this software, unless other terms accompany those items. If so, those terms apply. If you obtain updates or supplements directly from Microsoft, then Microsoft, and not Novell, licenses those to you.

As described below, using some features also operates as your consent to the transmission of certain standard computer information for Internet-based services.

By using the software, you accept these terms. If you do not accept them, do not use the software. Instead, contact Novell to determine its return policy for a refund or credit.

If you comply with these license terms, you have the rights below.

1. USE RIGHTS.

You may install, use, access, display and run one copy of the software on the device with which you acquired the software. You may install and run one copy of the software on the device only as a boot, diagnostic, setup or recovery tool for the device. You may not use the software as a general purpose operating system or as a substitute for an operating system product.

2. ADDITIONAL LICENSING REQUIREMENTS AND/OR USE RIGHTS.

Security Feature. The software contains a security feature that will cause the device to reboot without prior notification after 24 hours of continuous use. Please take applicable precautions.

3. SCOPE OF LICENSE. The software is licensed, not sold. This agreement only gives you some rights to use the software. Novell and Microsoft reserve all other rights. Unless applicable law gives you more rights despite this limitation, you may use the software only as expressly permitted in this agreement. In doing so, you must comply with any technical limitations in the software that allow you to use it only in certain ways. For more information, see the software documentation or contact Novell. Except and only to the extent permitted by applicable law despite these limitations, you may not:

- work around any technical limitations in the software;
- reverse engineer, decompile or disassemble the software;
- make more copies of the software than specified in this agreement;
- publish the software for others to copy;
- rent, lease or lend the software; or
- use the software for commercial software hosting services.

Except as expressly provided in this agreement, rights to access the software on this device do not give you any right to implement Microsoft patents or other Microsoft intellectual property in software or devices that access this device.

NOTICES ABOUT THE MPEG-4 VISUAL STANDARD. The software may include MPEG-4 visual decoding technology. This technology is a format for data compression of video information. MPEG LA, L.L.C. requires this notice:

USE OF THIS PRODUCT IN ANY MANNER THAT COMPLIES WITH THE MPEG-4 VISUAL STANDARD IS PROHIBITED, EXCEPT FOR USE DIRECTLY RELATED TO (A) DATA OR INFORMATION (i) GENERATED BY AND OBTAINED WITHOUT CHARGE FROM A CONSUMER NOT THEREBY ENGAGED IN A BUSINESS ENTERPRISE, AND (ii) FOR PERSONAL USE ONLY; AND (B) OTHER USES SPECIFICALLY AND SEPARATELY LICENSED BY MPEG LA, L.L.C.

If you have questions about the MPEG-4 visual standard, please contact MPEG LA, L.L.C., 250 Steele Street, Suite 300, Denver, CO 80206; www.mpegla.com.

4. PRODUCT SUPPORT. Contact Novell for support options. Refer to the support number provided with the system.

5. BACKUP COPY. You may make one backup copy of the software. You may use it only to reinstall the software on the device.

6. PROOF OF LICENSE. If you acquired the software on the device, or on a disc or other media, a genuine Certificate of Authenticity label with a genuine copy of the software identifies licensed software. To be valid, this label must be affixed to the device, or included on or in Novell's software packaging. If you receive the label separately, it is not valid. You should keep the label on the device or packaging to prove that you are licensed to use the software. To identify genuine Microsoft software, see <http://www.howtotell.com>.

7. TRANSFER TO A THIRD PARTY. You may transfer the software only with the device, the Certificate of Authenticity label, and these license terms directly to a third party. Before the transfer, that party must agree that these license terms apply to the transfer and use of the software. You may not retain any copies of the software including the backup copy.

8. NOT FAULT TOLERANT. The software is not fault tolerant.

9. RESTRICTED USE. The Microsoft software was designed for devices that do not require fail-safe performance. You may not use the Microsoft software in any device or system in which a malfunction of the software would result in foreseeable risk of injury or death to any person. This includes operation of nuclear facilities, aircraft navigation or communication systems and air traffic control.

10. NO WARRANTIES FOR THE SOFTWARE. The software is provided “as is”. You bear all risks of using it. Neither Microsoft nor Novell gives you any express warranties, guarantees or conditions. Any warranties you receive regarding the system or the software do not originate from, and are not binding on, Microsoft, Novell or their affiliates. When allowed by your local laws, Novell and Microsoft exclude implied warranties of merchantability, fitness for a particular purpose and non-infringement.

11. LIABILITY LIMITATIONS. You can recover from Microsoft and Novell and their affiliates only direct damages up to two hundred fifty U.S. Dollars (U.S. \$250.00), or equivalent in local currency. You cannot recover any other damages, including consequential, lost profits, special, indirect or incidental damages.

This limitation applies to:

- anything related to the software, services, content (including code) on third party internet sites, or third party programs, and
- claims for breach of contract, breach of warranty, guarantee or condition, strict liability, negligence, or other tort to the extent permitted by applicable law.

It also applies even if Microsoft should have been aware of the possibility of the damages. The above limitation may not apply to you because your country may not allow the exclusion or limitation of incidental, consequential or other damages.

12. EXPORT RESTRICTIONS. The software is subject to United States export laws and regulations. You must comply with all domestic and international export laws and regulations that apply to the software. These laws include restrictions on destinations, end users and end use. For additional information, see www.microsoft.com/exporting.