

End User License Agreement for rsyslog-server

YOU SHOULD CAREFULLY READ THE FOLLOWING BEFORE PURCHASING A LICENSE OR USING THIS SOFTWARE PRODUCT FROM 0x4447, LLC.

This rsyslog-server Software End User License Agreement (EULA) is a legal agreement between you and 0x4447, LLC and its affiliates (0x4447). This EULA governs your access and use of 0x4447's software products, including but not limited to rsyslog-server (the "Software"). The Software is licensed, not sold, to you.

By accessing and using the Software, you agree to be bound by the terms of this EULA. If you do not agree with all of the terms of this EULA, you are not authorized to access or use the Software, and you should exit the AWS Marketplace page for licensing this Software.

PLEASE NOTE THAT SECTION 8 BELOW CONTAINS A BINDING ARBITRATION AGREEMENT AND CLASS ACTION WAIVER, WHICH AFFECTS YOUR LEGAL RIGHTS.

1. GRANT AND TERM OF LICENSE:

1. **License.** Subject to your compliance with the terms of this EULA, and provided you make payment of the hourly charges listed on the AWS Marketplace page for the Software, 0x4447 grants to you a non-exclusive and non-transferable right to access and use the Software solely for your lawful use. The Software is licensed, not sold, to you subject to this EULA.
2. **No Transfer; Term.** The right to access and use the Software is not transferable. The license granted in this EULA shall continue for the period of time for which you have paid the hourly fee in the AWS Marketplace, and it will terminate automatically if you fail to comply with any provision of this EULA. Further, this EULA may be terminated by you at any time, at which point you must immediately cease all use of the Software. Notwithstanding the foregoing, the provisions of Sections 2, 5, 6, 8, 9, 10, and 11 shall survive termination of this EULA.

2. **INTELLECTUAL PROPERTY RIGHTS:** The Software is owned by 0x4447 and is protected by United States copyright laws and international treaty provisions. Therefore, you must treat the Software like any other copyrighted material (such as a book or musical recording). You may not use the Software for purposes other than as authorized in this EULA, and you may not knowingly permit anyone else to do so.

Notwithstanding the foregoing, and solely with respect to the electronic documentation included with the Software, you may make an unlimited number of copies (either in hard copy or electronic form) of said electronic documentation, provided that such copies include all original

copyright and trademark notices, are used only for personal, non-commercial purposes, and are not republished or distributed to any third party.

In addition, you may not modify, translate, reverse engineer, decompile, disassemble or create derivative works based on the Software. All applicable rights to patents, copyrights, trademarks and trade secrets in the Software or any modifications to it shall be and remain the property of 0x4447. You may not redistribute any portion of the Software. You may not rent or lease the Software. 0x4447 reserves all rights not expressly granted to you by this EULA.

1. **ACCESS OBLIGATIONS; DATA:** 0x4447 provides the Software alone subject to the terms of this EULA, and you are responsible for obtaining and maintaining, at your own expense, all equipment, communications links, or any other resources necessary for your access to and use of the Software. 0x4447 does not have access to, or collect, use or disclose, any of your data through your use of the Software. Should you choose to contact 0x4447, including by sending an email to 0x4447's support team, 0x4447 will collect and store information you voluntarily send to 0x4447 through this contact, including your name and email address, for customer service purposes only (such as responding to your inquiry or providing you with requested support). Please do not send any information to 0x4447 that you do not wish to share with 0x4447. You are solely responsible for protection of your data.
2. **SUPPORT:** Any support provided by 0x4447 is provided at 0x4447's full discretion, and is not guaranteed. Any support provided by 0x4447 is limited to the Software that 0x4447 has itself created. 0x4447 will not provide support to any Software that has been altered by you in violation of this EULA. Pursuant to Section 6 of this EULA, the Software and support is provided without any warranty or guaranty of any kind. 0x4447 reserves the right to withdraw its support of the Software at any time without notice.
3. **NO WARRANTIES, INDEMNITIES OR LIABILITIES:** THE SOFTWARE AND SUPPORT IS PROVIDED TO YOU 'AS-IS' AND WITHOUT WARRANTY, GUARANTY OR INDEMNITY OF ANY KIND, EXPRESS, IMPLIED OR OTHERWISE, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, TITLE, OR WARRANTY OF ACCURACY OR COMPLETENESS OF ANY RESPONSES OR RESULTS. THE ENTIRE RISK AS TO THE QUALITY AND PERFORMANCE OF THE SOFTWARE IS WITH YOU AND SHOULD EITHER PROVE DEFECTIVE, YOU (AND NOT 0x4447 OR ITS OFFICERS, AGENTS, EMPLOYEES, OTHER LICENSEES OR LICENSORS) ASSUME THE ENTIRE COSTS OF SERVICING, REPAIR OR CORRECTION OF SUCH DEFECTS. IN NO EVENT SHALL 0x4447 BE LIABLE TO YOU OR ANYONE ELSE FOR ANY DIRECT, SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES OF ANY KIND, OR ANY DAMAGES WHATSOEVER, INCLUDING WITHOUT LIMITATION, FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION, OR THE CLAIMS OF THIRD PARTIES, WHETHER OR NOT 0x4447 HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS, HOWEVER CAUSED, AND ON ANY THEORY OF LIABILITY, ARISING OUT OF OR IN CONNECTION WITH THE POSSESSION, USE OR PERFORMANCE OF THIS SOFTWARE OR ANY SUPPORT.

4. **LIMITED LIABILITY:** 0x4447 is willing to license the Software to you only in consideration of and in reliance upon the provisions of this EULA, including but not limited to the binding arbitration and limited liability provisions herein. Such provisions constitute an essential part of the bargain underlying this EULA and have been reflected in the license fee you pay for your access to the Software. During and after the Term, you will not assert—nor will you authorize, assist, or encourage any third party to assert—against 0x4447 or any of our officers, agents, employees, customers, vendors, business partners, or licensors, any patent infringement or other intellectual property infringement claim regarding any Software you have used.
5. **U.S. GOVERNMENT RIGHTS:** If you are acquiring the Software on behalf of any part of the United States Government, the Software is provided with RESTRICTED RIGHTS. Use, duplication or disclosure by the Government is subject to restrictions as set forth in subparagraphs (c) and (2) of the Commercial Computer Software—Restricted Rights clause at 48 CFR § 52.227-19.
6. **BINDING ARBITRATION AND CLASS ACTION WAIVER: READ THIS SECTION CAREFULLY, AS IT AFFECTS YOUR LEGAL RIGHTS, INCLUDING YOUR RIGHT TO FILE A LAWSUIT IN COURT.** By agreeing to this EULA, including by using the Software, YOU AGREE THAT YOU ARE REQUIRED TO RESOLVE ANY CLAIM THAT YOU MAY HAVE AGAINST 0x4447 ON AN INDIVIDUAL BASIS IN ARBITRATION. You and 0x4447 agree that any dispute, claim, or controversy arising out of or relating to (i) this EULA and/or (ii) your access of or use of the Software at any time (whether before or after the date you agreed to this EULA) will be settled by binding arbitration on an individual basis between you and 0x4447, and not in a court of law. This binding arbitration will be administered in Delaware in accordance with the provisions of the Delaware Rapid Arbitration Act. You acknowledge and agree that you and 0x4447 are each waiving the right to a trial by jury, as well as the right to participate as a plaintiff or class member in any purported class action or representative proceeding. Further, you acknowledge that you understand that the right to discovery may be more limited in arbitration than in court. This section shall not apply in any jurisdiction that does not permit binding arbitration, and other laws may apply to the dispute resolution process in such jurisdictions.
7. **COMPLIANCE:** You agree to use all reasonable efforts to ensure that persons employed by you or under your direction and control abide by the terms and conditions of this EULA. You agree to indemnify and hold harmless 0x4447 from any damages suffered or costs incurred by 0x4447 arising from or relating to your breach of this EULA or the breach of this EULA by any person under your direction and control.
8. **THIRD PARTY SOFTWARE:** "Third Party Software" includes without limitation software developed by you and software developed by any person or company other than 0x4447, including but not limited to the AWS Marketplace and any software available on the AWS Marketplace that is not owned by 0x4447. Your use of any Third Party Software shall be subject to the separate third party license agreements or other terms that accompany such Third Party Software. 0x4447 is not responsible for any third parties and does not warrant or guaranty the safety or fitness for any particular purpose of any Third Party Software.
9. **GENERAL:**

1. This EULA is governed by the laws of the State of Delaware, and you and 0x4447 agree to submit to the sole jurisdiction of the State of Delaware for any disputes arising out of or related to (i) this EULA and/or (ii) your access of or use of the Software at any time (whether before or after the date you agreed to this EULA).
2. This EULA is the entire agreement between 0x4447 and you and supersedes any other communications or advertising with respect to the Software or support, including without limitation any terms and conditions on any purchase order, all of which are expressly rejected.
3. If any provision of this EULA is held unenforceable, that provision shall be enforced to the maximum extent permissible so as to give effect to the intent of the parties, and the remainder of this EULA shall continue in full force and effect.
4. The headings used in this EULA are for convenience only, and shall not be given any legal import.
5. Any item or service furnished by 0x4447 or its or their respective affiliates, agents, licensees and licensors in furtherance of this EULA, although not specifically identified in it, shall nevertheless be covered by this EULA unless specifically covered by some other written or electronic agreement accepted by you and an authorized representative of 0x4447.
6. You agree to comply with all U.S., foreign and local laws and regulations which apply to your use of the Software including without limitation, export control laws and regulations.
7. 0x4447 has the right to assign, either directly or as a result of a change of control or by operation of law or otherwise, its rights and obligations under this EULA.
8. All correspondence regarding this EULA shall be directed to 0x4447, LLC by E-Mail to the following address: rsyslog-server@0x4447.support