

## END-USER LICENSE AGREEMENT

**IMPORTANT – READ CAREFULLY.** THIS IS A LEGAL AGREEMENT BETWEEN THE PERSON, COMPANY, OR ENTITY WHO REGISTERS AND PURCHASES THE INNEOS BOOTLOADER SOFTWARE PROGRAM (“BOOTLOADER”), OR WHO REGISTERS TO USE THE TRIAL VERSION OF BOOTLOADER (“YOU”), AND INNEOS, LLC (“INNEOS”). BY DOWNLOADING, INSTALLING, OR OTHERWISE USING BOOTLOADER, YOU ARE CONSENTING TO BE BOUND BY THE TERMS OF THIS END USER LICENSE AGREEMENT (“AGREEMENT”). YOU FURTHER AGREE THAT YOUR EMPLOYEES OR ANY PERSON YOU AUTHORIZE TO USE BOOTLOADER WILL ALSO BE BOUND BY THE TERMS AND CONDITIONS OF THIS AGREEMENT. IF YOU DO NOT AGREE TO THE TERMS OF THIS AGREEMENT, OR DO NOT HAVE THE AUTHORITY TO BIND YOUR ENTITY TO THESE TERMS, THEN DO NOT INSTALL AND/OR USE BOOTLOADER.

BOOTLOADER, and any updates or maintenance releases (error corrections, bug fixes, patches, updates and other modifications) thereto provided by Inneos, as well as any corresponding documentation, associated media, online or electronic documentation (collectively, “Documentation”), are the copyrighted work of Inneos. All use of BOOTLOADER is governed by the terms of this Agreement. BOOTLOADER is distributed solely for use by authorized users according to the terms of this Agreement. Any use, reproduction, or redistribution of BOOTLOADER not expressly authorized by the terms of this Agreement is expressly prohibited.

1. **TERM.** This Agreement will come into force on the date you install BOOTLOADER and will continue indefinitely, unless and until terminated in accordance with Section 10.

2. **OWNERSHIP.** All copyrights, trade secrets, trademarks, or other intellectual property rights in and to BOOTLOADER and all copies thereof (including, but not limited to ideas, concepts, designs, logos, techniques, inventions, processes, drawings, illustrations, improvements, developments, works of authorship, and applets incorporated into BOOTLOADER) shall belong exclusively to Inneos. BOOTLOADER is protected by the copyright laws of the United States, international copyright treaties and conventions, and other laws. All rights are reserved. BOOTLOADER contains licensed open source materials.

### 3. LICENSE

3.1 **LICENSE GRANT.** Subject to the terms of this Agreement, Inneos hereby grants You the limited, nonexclusive right to (a) install and use copies of BOOTLOADER running a validly licensed copy of BOOTLOADER, and (b) make backup copies of BOOTLOADER as may be necessary for backup and archival purposes.

### 4. LICENSE RESTRICTIONS.

4.1 **FULL VERSION.** BOOTLOADER is licensed, not sold, to You. BOOTLOADER shall remain the exclusive property of Inneos and all rights not expressly granted to You are reserved. You shall not modify, reverse engineer, disassemble or reverse compile any portion of BOOTLOADER. You shall not use BOOTLOADER for timesharing, rental or service purposes, or distribute, rent, lease, assign or otherwise transfer any registered versions of BOOTLOADER to any third party except as expressly provided in Section 3 or with written permission by Inneos. You shall not copy, in whole or in part, BOOTLOADER except as reasonably required for backup or archival purposes or as otherwise expressly permitted in this Agreement. You must comply with all applicable laws regarding use of BOOTLOADER.

### 5. PAYMENT.

5.1 **FULL VERSION.** BOOTLOADER is provided to You free of charge. However, You may be responsible for any use, value added, excise or other taxes imposed by your local tax authorities on Your production, storage, transportation, import, export, licensing or use of the BOOTLOADER provided under this Agreement.

## 6. **SUPPORT AND MAINTENANCE.**

6.1 Inneos reserves the right to modify BOOTLOADER from time to time without obligation to notify you, or any other person or organization of such revision or change.

6.2 Inneos, in its sole discretion, will use commercially reasonable efforts to resolve support issues to Your satisfaction, but retains the right to determine whether to revise, enhance or otherwise modify BOOTLOADER and which requested features, functionality and other changes will be made to BOOTLOADER. Information provided by You in connection with Inneos's performance of support services may be used by Inneos to support or enhance BOOTLOADER.

6.3 Inneos shall have no obligation to support (a) altered, damaged, or modified BOOTLOADER, or (b) a version of BOOTLOADER that is not the most current release or the immediately previous major release. Software problems caused by Your negligence, abuse, or misapplication by use of BOOTLOADER other than as specified in the Documentation, or by other causes beyond the reasonable control of Inneos, or BOOTLOADER installed on any computer hardware or operating system not identified in the respective Documentation as supported by Inneos. Inneos reserves the right to implement bug fixes solely in the current version of BOOTLOADER.

## 7. **LIMITED WARRANTY AND DISCLAIMER.**

7.1 BOOTLOADER IS PROVIDED "AS IS." INNEOS PROVIDES NO REMEDIES OR WARRANTIES, WHETHER EXPRESS OR IMPLIED, FOR ANY VERSION OF BOOTLOADER.

7.2 EXCEPT AS SET FORTH IN THE FOREGOING LIMITED WARRANTY WITH RESPECT TO SOFTWARE OTHER THAN THE TRIAL VERSION, INNEOS MAKES NO WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED. BOOTLOADER IS PROVIDED "AS IS" WITHOUT ANY EXPRESS OR IMPLIED WARRANTY OF ANY KIND, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY, NONINFRINGEMENT, OR FITNESS FOR A PARTICULAR PURPOSE. INNEOS DOES NOT WARRANT OR ASSUME RESPONSIBILITY FOR THE ACCURACY OR COMPLETENESS OF ANY INFORMATION, TEXT, GRAPHICS, LINKS, OR OTHER ITEMS CONTAINED WITHIN BOOTLOADER. INNEOS MAKES NO WARRANTIES RESPECTING ANY HARM THAT MAY BE CAUSED BY THE TRANSMISSION OF A COMPUTER VIRUS, WORK, TIME BOMB, LOGIC BOMB, OR OTHER SUCH COMPUTER PROGRAM. IF APPLICABLE LAW REQUIRES ANY WARRANTIES WITH RESPECT TO BOOTLOADER, ALL SUCH WARRANTIES ARE LIMITED IN DURATION TO NINETY (90) DAYS FROM THE DATE OF DELIVERY. (USA ONLY) SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

7.3 LIMITATION OF LIABILITY. INNEOS'S TOTAL LIABILITY, IF ANY (INCLUDING BUT NOT LIMITED TO LIABILITY ARISING OUT OF CONTRACT, TORT, BREACH OF WARRANTY OR OTHERWISE), SHALL BE LIMITED TO THE FEES PAID BY YOU TO INNEOS FOR BOOTLOADER UNDER THIS AGREEMENT. INNEOS WILL NOT BE LIABLE IN ANY EVENT FOR LOSS OR INACCURACY OF DATA, LOSS OF PROFITS OR INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING WITHOUT LIMITATION THE COST OF ANY SUBSTITUTE PROCUREMENT), WHETHER OR NOT FORESEEABLE AND EVEN IF INNEOS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. INNEOS SHALL HAVE NO LIABILITY WITH RESPECT TO THE CONTENT OF BOOTLOADER OR ANY PART THEREOF, INCLUDING BUT NOT LIMITED TO ERRORS OR OMISSIONS CONTAINED THEREIN, LIBEL, INFRINGEMENTS OF RIGHTS OF PUBLICITY, PRIVACY, TRADEMARK RIGHTS, BUSINESS INTERRUPTION, PERSONAL INJURY, LOSS OF PRIVACY, MORAL RIGHTS, OR THE DISCLOSURE OF CONFIDENTIAL INFORMATION. APPLICABLE LAW MAY NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

8. **GOVERNMENT RIGHTS.** If used or acquired by the U.S. Government, the Government acknowledges that (a) BOOTLOADER constitutes "commercial computer software" or "commercial computer software documentation" for purposes of 48 C.F.R. 12.212 and 48 C.F.R. 227.7202-3, as applicable and (b)

the Government's rights are limited to those specifically granted to You pursuant to this License. The contractor/manufacturer is [Inneos](#).

9. **EXPORT CONTROL.** The export and re-export of BOOTLOADER and Documentation are subject to the Export Administration Act of the United States of America and the rules and regulations promulgated from time to time thereunder (collectively, the "Export Act"). The export or re-export any of BOOTLOADER or Documentation in violation of the Export Act or other applicable export control laws or regulations, is prohibited.

10. **TERMINATION.** Without prejudice to any other rights, Inneos may terminate this Agreement if you fail to comply with its terms and conditions. In such event, You must destroy all copies of BOOTLOADER in your possession. In addition to any amounts due and payable as of the date of termination, and such other provisions that, by their terms, survive this Agreement, the provisions of Sections 2 7, 8, 9, and 11 shall survive termination of this Agreement.

## 11. GENERAL.

11.1 **ENTIRE AGREEMENT.** This Agreement contains the entire understanding between You and Inneos and supersedes any prior written or oral agreements between the parties respecting the subject matter contained herein. Other than those set forth herein, there are no representations, agreements, arrangements, or understandings, oral or written, between the parties relating to the subject matter of this Agreement.

11.2 This Agreement shall be interpreted in the English language and governed by the laws of the State of California, USA, without regard to its conflicts of law provisions. You hereby consent to the exclusive jurisdiction and venue of the state courts sitting in San Francisco County, California or the federal courts sitting in San Francisco County, California, or the federal courts in the Northern District of California to resolve any disputes arising under this Agreement. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Agreement.

11.3 Any cause of action by you with respect to BOOTLOADER must be instituted within one (1) year after the cause of action arose or be forever waived and barred. All actions shall be subject to the limitations set forth in the "LIMITATION OF WARRANTY AND DISCLAIMER" and "LIMITATION OF LIABILITY" sections, above. The language in this Agreement shall be interpreted as to its fair meaning and not strictly for or against any party. Any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in interpreting this Agreement. The headings in this Agreement are included for convenience only and shall neither affect the construction or interpretation of any provision of this Agreement nor affect any of the rights or obligations of the parties to this Agreement. Should any part of this Agreement be held invalid or unenforceable, that portion shall be construed as much as possibly consistent with applicable law and the remaining portions shall remain in full force and effect. To the extent that anything in or associated with the Site is in conflict or inconsistent with this Agreement, this Agreement shall take precedence. Our failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision nor of the right to enforce such provision. Neither the course of conduct between you and us, nor trade practice, shall act to modify any provision of this Agreement. Our rights under this Agreement shall survive any termination of this Agreement.

11.4 Neither party shall be required to keep the existence and general nature of this contract confidential.

11.5 **CHANGES TO THIS AGREEMENT.** Due to changing technological and marketing demands, Inneos must reserve the right to revise, amend, or modify this Agreement from time to time. Notice of any revision, amendment, or modification will be posted on this website, and/or by email to your primary email, and/or in mailings to the address you provide, and will be effective on the date noted in the posting. This Agreement may not be amended or modified by you except by means of a written document signed by both you and an authorized representative of Inneos. By continuing to use BOOTLOADER after the amendments are effective, you accept and agree to abide by them. However, if the change relates to

your personally-identifying information, in a manner that we consider materially different from what was stated at the time it was collected or stated here, we will notify you via posting on this page for 30 days before the material change is made and give you an opportunity to opt out of the proposed use at any time. The invalidity or unenforceability of any provision of this Agreement shall not affect any other provision of this Agreement, and the remaining provisions shall continue with the same effect as if such unenforceable or invalid provision had not been included in this Agreement.

11.6 **COPYRIGHT AND TRADEMARK.** This Agreement does not grant you a license to use any of the trademarks, service marks, or logos owned by Inneos or any third party.

11.7 **INJUNCTIVE RELIEF.** You understand and agree that Your breach of this Agreement will cause Inneos irreparable damage for which recovery of money damages would be inadequate, and that Inneos shall therefore be entitled to obtain timely injunctive relief to protect Inneos's rights under this Agreement in addition to any and all remedies available at law.

11.8 Any questions regarding this Agreement shall be directed to: [Inneos](#).

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