SUSE® Linux Enterprise End User License Agreement for the following SUSE products:

SUSE Linux Enterprise Server 12 Service Pack 4
SUSE Linux Enterprise Server for SAP Applications 12 Service Pack 4
SUSE Linux High Availability Extension 12 Service Pack 4
SUSE Linux Enterprise HPC 12 Service Pack 4
SUSE Linux Enterprise Desktop 12 Service Pack 4
SUSE Linux Enterprise Workstation Extension 12 Service Pack 4
SUSE Linux Enterprise Live Patching 12 Service Pack 4

PLEASE READ THIS AGREEMENT CAREFULLY. BY PURCHASING, INSTALLING, DOWNLOADING OR OTHERWISE USING THE SOFTWARE (INCLUDING ITS COMPONENTS), YOU AGREE TO THE TERMS OF THIS AGREEMENT. IF YOU DO NOT AGREE WITH THESE TERMS, YOU ARE NOT PERMITTED TO DOWNLOAD, INSTALL OR USE THE SOFTWARE AND YOU SHOULD NOTIFY THE PARTY FROM WHICH YOU PURCHASED THE SOFTWARE TO OBTAIN A REFUND. AN INDIVIDUAL ACTING ON BEHALF OF AN ENTITY REPRESENTS THAT HE OR SHE HAS THE AUTHORITY TO ENTER INTO THIS AGREEMENT ON BEHALF OF THAT ENTITY.

This End User License Agreement ("Agreement") is a legal agreement between You (an entity or a person) and SUSE LLC ("Licensor"). The software products identified in the title of this Agreement for which You have acquired licenses, any media or reproductions (physical or virtual) and accompanying documentation (collectively the “Software”) is protected by the copyright laws and treaties of the United States ("U.S.") and other countries and is subject to the terms of this Agreement. If the laws of Your principal place of business require contracts to be in the local language to be enforceable, such local language version may be obtained from Licensor upon written request and shall be deemed to govern Your purchase of licenses to the Software. Any add-on, extension, update, mobile application, module, adapter or support release to the Software that You may download or receive that is not accompanied by a license agreement is Software and is 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.

LICENSED USE

LICENSES. The Software and each of its components are owned by Licensor or other licensors and are protected under copyright laws and other applicable laws. Subject to compliance with the terms and conditions of this Agreement, Licensor grants to You a perpetual, non-exclusive, non-transferable, worldwide license to reproduce and use copies of the Software within Your Organization (as defined below).

"Organization" means a legal entity, excluding subsidiaries and affiliates with a separate existence for tax purposes or for legal personality purposes. An example of an Organization in the private sector would be a corporation, partnership, or trust, excluding any subsidiaries or affiliates of the organization with a separate tax identification number or company registration number. A public sector example of an Organization would be a specific government body or local government authority.

THIRD PARTY/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. The Software may include or be bundled with other software programs licensed under different terms and/or licensed by a third party other than Licensor. Use of any software programs accompanied by a separate license agreement is governed by that separate license agreement.

SUBSCRIPTION SERVICES. Licensor has no obligation to provide maintenance or support unless You purchase a subscription offering that expressly includes such services. Licensor sells subscription offerings for the Software that entitle You to fee based technical support and/or internal use of Software updates provided on a specified annual period ("Subscription Offering") and are subject to the terms of the Subscription Offering Terms and Conditions available at https://www.suse.com/products/terms_and_conditions.pdf.

MARKS. No right or license, express or implied, is granted under this Agreement with respect to any trademark, trade name or service mark of Licensor or its affiliates or licensors ("Mark"). This Agreement does not permit you to distribute the Software or its components using Licensor's trademarks, regardless of whether the copy has been modified. You may make a commercial redistribution of the Programs only if (a) permitted under a separate written agreement with Licensor authorizing such commercial redistribution, or (b) you remove and replace all occurrences of any Mark.

RESTRICTIONS

License Restrictions. The Software and each of its components are owned by Licensor and/or its licensors and are protected under copyright law and under other laws as applicable. Title to the Software and any component, or to any copy, modification, or merged portion shall remain with Licensor and other licensors, subject to the applicable license. Licensor reserves all rights not expressly granted to You. The Software is licensed for Your internal use only. Except as this Agreement expressly allows and without limiting any rights or obligations set forth in the "Third Party/Open Source" section above, You may not (1) remove any patent, trademark, copyright, trade secret or other proprietary notices or labels on the Software or its documentation; (2) modify, alter, create derivative works, reverse engineer, decompile, or disassemble the Software except and only to the extent expressly permitted by applicable
PUNITIVE DAMAGES, WHETHER BASED ON CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER TORT, BREACH OF
WILL IN ANY CASE BE LIABLE FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL, INDIRECT, TORT, ECONOMIC OR
Consequential Losses

LIMITATION OF LIABILITY

may also have other rights which vary by state or jurisdiction.
of warranties, so portions of the above limitations may not apply to You. This limited warranty gives You specific rights and You

DETERMINING THE PRICE CHARGED FOR THE PRODUCTS. Some jurisdictions do not allow certain disclaimers and limitations

EXCLUSIONS AND DISCLAIMERS ARE AN ESSENTIAL PART OF THIS AGREEMENT AND FORMED THE BASIS FOR
OPERATION OF THE SOFTWARE OR SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE. THE FOREGOING
SERVICES WILL SATISFY YOUR REQUIREMENTS, BE COMPATIBLE WITH ALL OPERATING SYSTEMS, OR THAT THE

EXCEPT AS OTHERWISE RESTRICTED BY LAW, LICENSOR DISCLAIMS AND EXCLUDES ANY AND ALL IMPLIED
WARRANTIES INCLUDING ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE OR
NON-INFRINGEMENT NOR ARE THERE ANY WARRANTIES CREATED BY COURSE OF DEALING, COURSE OF
PERFORMANCE OR TRADE USAGE. LICENSOR MAKES NO WARRANTY, REPRESENTATION OR PROMISE NOT
EXRESSLY SET FORTH IN THIS LIMITED WARRANTY. LICENSOR DOES NOT WARRANT THAT THE SOFTWARE OR
SERVICES WILL SATISFY YOUR REQUIREMENTS, BE COMPATIBLE WITH ALL OPERATING SYSTEMS, OR THAT THE
OPERATION OF THE SOFTWARE OR SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE. THE FOREGOING
EXCLUSIONS AND DISCLAIMERS ARE AN ESSENTIAL PART OF THIS AGREEMENT AND FORMED THE BASIS FOR
DETERMINING THE PRICE CHARGED FOR THE PRODUCTS. Some jurisdictions do not allow certain disclaimers and limitations of
warranties, so portions of the above limitations may not apply to You. This limited warranty gives You specific rights and You
may also have other rights which vary by state or jurisdiction.

LIMITATION OF LIABILITY

Consequential Losses. NEITHER LICENSOR NOR ANY OF ITS THIRD PARTY LICENSORS, SUBSIDIARIES, OR EMPLOYEES
WILL IN ANY CASE BE LIABLE FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL, INDIRECT, TORT, ECONOMIC OR
PUNITIVE DAMAGES, WHETHER BASED ON CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER TORT, BREACH OF
ANY STATUTORY DUTY, INDEMNITY OR CONTRIBUTION, INCLUDING WITHOUT LIMITATION LOSS OF PROFITS, BUSINESS OR DATA, EVEN IF ADVISED OF THE POSSIBILITY OF THOSE DAMAGES.

Direct Damages. IN NO EVENT WILL LICENSOR'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 caused by the negligence of Licensor or its employees, agents or contractors. In those jurisdictions that do not allow the exclusion or limitation of damages, including, without limitation, damages for breach of any implied terms as to title or quiet enjoyment of any Software obtained pursuant to this Agreement or for fraudulent misrepresentation, Licensor's liability shall be limited or excluded to the maximum extent allowed within those jurisdictions.

GENERAL TERMS

Term. This Agreement becomes effective on the date You legally acquire the Software and will automatically terminate if You breach any of its terms.

Audits. Licensor or an Auditor (as defined below) has the right to verify Your compliance with this Agreement and the Micro Focus License Compliance Charter - http://supportline.microfocus.com/licensing/licVerification.aspx. You agree to:
A. Recordkeeping. Keep, and upon Licensor's request, provide records, sufficient to certify Your compliance with this Agreement based on the applicable license metric and the Subscription Terms and Conditions located at https://www.suse.com/products/terms_and_conditions.pdf for the Software, which may include but are not limited to, serial numbers, license keys, logs, the location, model (including quantity and type of processor) and serial number of all machines on which the Software is installed or accessed or from which the Software can be accessed, the names (including corporate entity) and number of users accessing or authorized to access the Software, metrics, reports, copies of the Software (by product and version), and network architecture diagrams as they may relate to Your licensing and deployment of the Software and associated support and maintenance;
B. Questionnaire. Within seven (7) days of Licensor's request, You shall furnish Licensor or its designated independent auditor ("Auditor") a completed questionnaire provided by Licensor or Auditor, accompanied with a written statement signed by a director of Your Organization certifying the accuracy of the information provided; and
C. Access. Provide representatives of Licensor or Auditor any necessary assistance and access to records and computers to allow an inspection and audit of Your computers and records, during Your normal business hours, for compliance with the applicable Agreement and fully cooperate with such audit.
D. Non-Compliance. In the event that You have, or at any time have had, unlicensed installation, use of, or access to the Software or have otherwise breached this Agreement (a "Non-Compliance"), without prejudice to any other rights or remedies Licensor may have, including, without limitation, injunctive relief, You shall, within thirty (30) days' notice of such Non-Compliance to You, purchase sufficient licenses and or subscriptions and associated support and maintenance to cure the Non-Compliance, by paying Licensor's current (as of the date of such additional purchase) list license fees and 12-month support and maintenance fees to Licensor for such additional licenses, plus Licensor's current (as of the date of such additional purchase) list term license and support and maintenance fees and interest (compounded at 1.5% monthly or the maximum rate permitted by applicable law if lower) for such additional licenses for the time period from the commencement of the Non-Compliance until payment of the aforementioned fees, with interest payable even if an invoice was not issued at the time the Non-Compliance occurred. If Your Non-Compliance results in an underpayment of license fees of 5% or greater, You shall also reimburse Licensor for the reasonable cost of such audit in addition to other amounts due.

Transfer. This Agreement and the associated licenses purchased for use of the Software may not be transferred or assigned without the prior written approval of Licensor. Any such attempted transfer or assignment shall be void and of no effect. Please contact CRC@suse.com to request the transfer of licenses and assignment of this Agreement.

Law. All matters arising out of or relating to this Agreement will be governed by the substantive laws of the United States and the State of Utah without regard to its choice of law provisions. Any suit, action or proceeding arising out of or relating to this Agreement may only be brought before a federal or state court of appropriate jurisdiction in Utah. If a party initiates Agreement-related legal proceedings, the prevailing party will be entitled to recover reasonable attorneys' fees. If, however, Your principal place of business is a member state of the European Union or the European Free Trade Association, (1) the courts of Ireland shall have exclusive jurisdiction over any action of law relating to this Agreement; and (2) where the laws of such country of Your principal place of business are required to be applied to any such action of law the laws of that country shall apply. The application of the United Nations Convention of Contracts for the International Sale of Goods is expressly excluded.

Entire Agreement. This Agreement, together with any other purchase documents or other agreement between You and Licensor, sets forth the entire understanding and agreement between You and Licensor and may be amended or modified only by a written agreement agreed to by You and an authorized representative of Licensor. NO THIRD PARTY 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. You acknowledge that Licensor’s products and/or technology are subject to the U.S. Export Administration Regulations (the “EAR”) and You agree to comply with the EAR. You will not export or re-export Licensor’s products, directly or indirectly, to: (1) any countries that are subject to US export restrictions; (2) any end user who You know or have reason to know will utilize Licensor’s products in the design, development or production of nuclear, chemical or biological weapons, or rocket systems, space launch vehicles, and sounding rockets, or unmanned air vehicle systems, except as authorized by the relevant government agency by regulation or specific license; or (3) any end user who has been prohibited from participating in the US export transactions by any federal agency of the US government. By downloading or using the Software, You are agreeing to the foregoing and You are representing and warranting that You are not located in, under the control of, or a national or resident of any such country or on any such list. In addition, You are responsible for complying with any local laws in Your jurisdiction which may impact Your right to import, export or use Licensor’s products. Please consult the Bureau of Industry and Security web page www.bis.doc.gov before exporting items subject to the EAR. For more information on exporting Software, including the applicable Export Control Classification Number (ECCN) and associated license exception (as applicable), see www.suse.com/company/legal/. Upon request, Licensor’s International Trade Services Department can provide information regarding applicable export restrictions for Licensor products. Licensor assumes no responsibility for Your failure to obtain any necessary export approvals.

U.S. Government Restricted Rights. Use, duplication, or disclosure of any Deliverables by the U.S. Government is subject to the restrictions in FAR 52.227-14 (Dec 2007) Alternate III (Dec 2007), FAR 52.227-19 (Dec 2007), or DFARS 252.227-7013(b)(3) (Nov 1995), or applicable successor clauses.

:version:2018-11-01:001: