

## NOVELL® EXTEND™ COMPOSER SOFTWARE LICENSE AGREEMENT

### IMPORTANT - READ CAREFULLY BEFORE INSTALLING SOFTWARE

YOU MAY USE THE ENCLOSED SOFTWARE ONLY IN ACCORDANCE WITH THIS LICENSE AGREEMENT ("AGREEMENT") (UNLESS A SIGNED LICENSE AGREEMENT WITH NOVELL, INC., ("NOVELL") OR A NOVELL SUBSIDIARY EXPRESSLY SUPERSEDES THE TERMS OF THIS AGREEMENT). THIS IS A LICENSE AND NOT A SALE. USE OF THIS SOFTWARE IS EXPRESSLY CONDITIONED ON YOUR AGREEMENT TO THE TERMS AND CONDITIONS SET FORTH HEREIN. YOU INDICATE YOUR ACCEPTANCE OF THIS AGREEMENT BY CLICKING ON THE "YES" BUTTON DURING INSTALLATION OF THE SOFTWARE. IF YOU DO NOT AGREE WITH THESE TERMS, DO NOT INSTALL THE SOFTWARE, AND PROMPTLY RETURN THE SOFTWARE (AND ALL OTHER PRODUCT CONTENTS INCLUDING DOCUMENTATION) TO NOVELL. BY CLICKING "YES" YOU REPRESENT THAT YOU ARE DULY AUTHORIZED TO LEGALLY BIND YOUR EMPLOYER TO THE TERMS OF THIS AGREEMENT. If You have any questions concerning this Agreement, please write to the attention of the Legal Department at the United States headquarters of Novell, which can be found at [www.novell.com](http://www.novell.com).

**DEFINITIONS.** For purposes of this Agreement, the following definitions shall apply: "Computer" means a single computer, including a workstation, terminal or other digital electronic device; "Customer" means the entity that has purchased a license to use the Software; "Deployment Software" means Software designated as such by Novell and designed to perform execute functions; "Developer" means an individual licensed to use the Software for Development purposes; "Development" means using the Software to create, modify or develop software applications; "Development Software" means the Software designated by Novell for use in Development and does not include Deployment Software; "Documentation" means the printed materials and "online" or electronic materials prepared by Novell, and delivered to Customer by Novell (or an authorized distributor) for use with the Software, such as reference, user, installation, systems administrator and technical guides; "Processor" means each central processing unit (CPU) designated for use on a specific computing device; "Software" means the Novell exteNd Composer software and Documentation ordered by Customer and delivered by Novell (or an authorized distributor) and evidenced by a valid purchase order or other written purchase request accepted by Novell (or an authorized distributor), and any patch, update, upgrade, modification or other enhancement to such software or Documentation so delivered to Customer; "User" means an employee or consultant of Customer utilizing the Software for Customer's internal business purposes; "You" means your employer and you.

1. **LICENSE TERMS.** Subject to the terms and conditions of this Agreement, Novell grants Customer a non-exclusive and non-transferable right and license to use the object code version of the Software solely for Customer's internal business purposes in accordance with the limitations specified herein. All rights not specifically granted to Customer in this Agreement are retained by Novell and/or its licensors.

(a) **Development Software.** Development Software is licensed solely for Development purposes. A separate license is required for each person accessing the Software. Customer may use the media on which the Development Software resides to copy the Development Software only onto Computers of Developers for whom Customer has purchased licenses.

(b) **Deployment Software.** Deployment Software is licensed on a per-Processor basis. Each Deployment License permits Customer to deploy the Software on a single Processor through which an unrestricted number of Users may use the Deployment Software. (Although Deployment Software does not include Development Software tools or applicable documentation, Customer may use Deployment Software for Customer's application development and testing purposes.)

2. **FEES AND PAYMENT.** License fees are due and payable within thirty (30) days after Customer's receipt of the invoice. Customer shall pay all applicable shipping charges, and sales, use, value added, personal property, consumption or similar taxes, tariffs or governmental charges, other than Novell's net income and corporate franchise taxes.

3. **SUPPORT SERVICES.** Customer may purchase technical support, update assurance and/or training services in support of the Software ("Support Services") in accordance with then-current programs for such Support Services, current versions of which can be found at [www.novell.com](http://www.novell.com). Novell does not provide support in connection with any sample applications.

4. **CERTAIN RESTRICTIONS AND OTHER CONDITIONS.**

(a) Customer may not copy the Software except as expressly allowed under Sections 1(a) and 4(e) of this Agreement.

(b) Customer may not modify, enhance, reverse engineer, decompile, disassemble, supplement, create derivative work from, adapt, translate or otherwise reduce the Software to human readable form, except (i) as specifically permitted in the Documentation or (ii) to the extent that such activity is expressly permitted by applicable law in order to achieve interoperability of the Software with other software, in which case Customer shall inform Novell

accordingly in writing and Novell shall then decide to either perform the work necessary to achieve such interoperability and charge Customer its then-standard rates for such work, or permit Customer to reverse engineer parts of the Software, but only to the extent necessary to achieve such interoperability.

- (c) Customer may not host, rent, lease or lend the Software nor allow use of the Software for service bureau, timesharing or any other form of shared use.
- (d) Except as otherwise expressly permitted in this Agreement, Customer may not cause or permit the disclosure, copying, renting, licensing, sublicensing, leasing, dissemination or other distribution of the Software or its Documentation by any means or in any form to any third party (including, without limitation, any form of distributor or reseller), without a signed agreement granting such right(s).
- (e) Subject to Section 5, Customer may make one copy of the Software and Documentation solely for archival, emergency back-up, or disaster recovery purposes.
- (f) Customer acknowledges that, although the Software media may contain other software products, Customer is hereby licensed to install and use only the Software designated by the license key provided to Customer for operation of the Software.
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#### 8. GENERAL TERMS.

Term. This Agreement becomes effective on the date Customer legally acquires the Software and will automatically terminate if Customer breaches any of its terms. Upon termination of this Agreement, Customer must destroy the original and all copies of the Software or return them to Novell and delete the Software from Customer's systems. Sections 2, 5, 6, 7 and 8 shall survive termination of this Agreement.

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, Customer's 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 Customer and Novell and may be amended only in a writing signed by both parties. NO VENDOR, 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.

Other. The application of the United Nations Convention of Contracts for the International Sale of Goods is expressly excluded. Novell is a registered trademark of Novell, Inc. in the United States and other countries.