

RANCHER LABS, INC. END USER LICENSE AGREEMENT

BEFORE USING RANCHER'S SOFTWARE, PLEASE READ THIS END USER LICENSE AGREEMENT ("EULA") CAREFULLY BECAUSE IT GOVERNS YOUR USE OF RANCHER'S SOFTWARE AND YOUR RELATIONSHIP WITH RANCHER. BY USING RANCHER'S SOFTWARE, YOU SIGNIFY YOUR ACCEPTANCE OF THIS EULA AND YOUR AGREEMENT WITH ITS TERMS, AND YOU ACKNOWLEDGE YOU HAVE READ AND UNDERSTAND THE TERMS. IF YOU ARE AN INDIVIDUAL ACTING ON BEHALF OF AN ENTITY, YOU REPRESENT THAT YOU HAVE THE AUTHORITY TO ENTER INTO THIS EULA ON BEHALF OF THAT ENTITY. IF YOU DO NOT ACCEPT THE TERMS OF THIS AGREEMENT, THEN YOU MUST NOT USE RANCHER'S SOFTWARE. IF YOU USE RANCHER'S SOFTWARE IN ANY WAY, YOU ARE AGREEING TO THE TERMS OF THIS EULA. THIS END USER LICENSE AGREEMENT DOES NOT PROVIDE ANY RIGHTS TO RANCHER SERVICES SUCH AS SOFTWARE MAINTENANCE, UPGRADES OR SUPPORT. PLEASE REVIEW ANY SERVICE OR SUBSCRIPTION AGREEMENT(S) THAT YOU MAY HAVE WITH RANCHER FOR INFORMATION AND TERMS REGARDING SERVICES AND ASSOCIATED PAYMENTS.

This EULA governs the use of Rancher's branded software that is included in Rancher product offerings that include or refer to this EULA, as well as any related updates, each of which may contain multiple software components (the "Programs").

- 1. License Grant. Rancher Labs, Inc. ("Rancher") grants you a perpetual, worldwide license to use the Programs, subject to the terms below. Each software component is governed by a license that permits you to run, copy, modify, and redistribute (subject to certain obligations in some cases) the software component. This EULA governs the use of the Programs and does not either limit your rights under, or grant you rights that supersede, the license terms applicable to any particular component. The license terms governing each software component are provided in the source code of that component.
- 2. Intellectual Property Rights. The Programs and each of their components are owned by Rancher and its licensors and are protected under copyright law and other state and federal laws in the United States. As a licensee, you acknowledge that you do not acquire any ownership interests in the Programs and that all ownership rights, title, and interests in the Programs and any component, copy, modification, or merged portion remain with Rancher and its licensors. The RANCHER trademark, the individual Program trademarks, and the RANCHER logo are registered trademarks of Rancher in the U.S. and in other countries.
- 3. Limitations on Commercial Distribution. You acknowledge and agree that this EULA does not permit you to distribute the Programs using Rancher's trademarks, regardless of whether the Programs have been modified. You may make a commercial redistribution of the Programs only if (a) permitted under a separate advance written agreement with Rancher authorizing such commercial redistribution or (b) you remove and replace all occurrences of Rancher's trademarks and logos.
- **4. Restrictions**. Unless the Program is available through an open source license, you agree not to decompile, reverse engineer, disassemble, attempt to derive the binary code of, or decrypt the Licensed Programs; or make any modification, adaptation, improvement, enhancement, translation, or derivative work from the Licensed Programs.
- 5. Limitation of Remedies and Liability. Under no circumstances will Rancher, its affiliates, any Rancher authorized distributor, or the licensor of any component provided to you under this EULA be liable to you for any incidental or consequential damages, including lost profits or lost savings arising out of the use or inability to use the Programs or any component, even if Rancher, its affiliates, an authorized distributor, and/or licensor has been advised of the possibility of such damages. In no event shall the liability of Rancher, its affiliates, its authorized distributors, or its licensors of a component provided to you under this EULA exceed the amount that you paid to Rancher during the previous sixty (60) days.
- **6. Disclaimer.** Except as provided under a separate agreement with Rancher, or a license for a particular component, the Programs and the components are provided and licensed "as is," without warranty of any kind, either expressed or implied, including the implied warranties of merchantability, non-infringement, and/or fitness for a particular purpose. Neither Rancher nor its licensors warrant that the functions contained in the Programs will meet your requirements or that the operation of the Programs will be entirely error free, appear or perform precisely as described in the accompanying documentation, or comply with regulatory requirements. You also acknowledge and agree that any modifications you make to the software may corrupt the Programs and adversely affect their functionality.
- 7. Export Control. As required by the laws of the United States and other countries, you represent and warrant: (a) that you understand that the Programs and their components may be subject to export controls under the U.S. Commerce Department's Export Administration Regulations ("EAR"); (b) that you are not located in a prohibited destination country under the EAR or U.S. sanctions regulations; (c) that you will not export, re-export, or transfer the Programs to any prohibited destination, persons or entities on the U.S. Bureau of Industry and Security Denied Parties List or Entity List, or the U.S. Office of Foreign Assets Control list of Specially Designated Nationals and Blocked Persons, without the necessary export license(s) or authorizations(s); (d) that you will not use or transfer the Programs for use in connection with any nuclear, chemical or biological weapons, missile technology, or military end-uses in locations prohibited by an applicable arms embargo, unless you are authorized by the relevant government agency, by regulation, or by specific license; (e) that you understand and agree that if you are in the United States and export or transfer the Programs to eligible end users, you will, to the extent required by EAR Section 740.17(e), submit semi-annual reports to the Commerce Department's Bureau of Industry and Security, which include the name and address (including the country) of each transferee; and (f) that you understand that countries including the United States may restrict the import, use, or export of encryption products (which may include the Programs and the components) and agree that you shall be solely responsible for compliance with any such import, use, or export restrictions.



RANCHER LABS, INC. END USER LICENSE AGREEMENT

- 8. Third Party Programs. You understand and acknowledge that Rancher may distribute third-party software programs with the Programs, and that such third-party software programs are not part of the Programs. These third-party software programs are not required to run the Programs and are subject to their own license terms. The license terms accompany the third-party software programs. If you do not agree to abide by the applicable license terms for the third-party software programs, then you may not install them. If you wish to install the third-party software programs on more than one system or transfer the third-party software programs to another party, then you must contact the licensor of the applicable third-party software programs.
- 9. General. If any provision of this EULA is ruled unenforceable by a court having jurisdiction, such ruling shall not affect the enforceability of the remaining provisions. Any claim, controversy or dispute arising under or relating to this EULA shall be governed by the laws of the State of California and of the United States, without regard to any conflict of laws provisions. The rights and obligations of the parties to this EULA shall not be governed by the United Nations Convention on the International Sale of Goods.

Copyright © 2019 by Rancher Labs, Inc. The RANCHER mark and logo are registered trademarks of Rancher Labs, Inc. All other trademarks are the property of their respective owners. Unauthorized use of trademarks is prohibited. All rights reserved.