**STRATUS TECHNOLOGIES ztC™ Edge END USER LICENSE AGREEMENT**

**THIRD-Party SOFTWARE PRODUCTS, CERTAIN THIRD-PARTY SOFTWARE PRODUCTS** AND DOCUMENTATION ("SOFTWARE") INSTALLED IN THE ztC™ EDGE UNIT. **BY REGISTERING THE ztC EDGE UNIT YOU AGREE TO BE BOUND BY THIS EULA.**

**THE PERSON REGISTERING THE ztC EDGE UNIT REPRESENTS AND WARRANTS THAT SHE/HE IS AUTHORIZED TO ENTER INTO A BINDING AGREEMENT ON BEHALF OF HIS/HER EMPLOYER AS THE LICENSEE.**

*This EULA applies to the Stratus Software Products and any third-party software programs that are supplied by Stratus.*

**1. Software License.** Stratus and its licensors ("Licensors") shall own all right, title and interest in and to the Software installed on the ztC Edge Unit and any copies. The Software is licensed, not sold. Any updates, supplements, corrections or bug fixes for the Software will be governed by the terms of this EULA.

1.1 You acknowledge that you have only a non-exclusive and limited right to use the object code version of the Software on the ztC Edge Unit upon which it is first installed in accordance with this EULA. All rights not expressly granted are reserved.

1.2 Provided you have not breached any of your duties or obligations under this EULA, you may permanently transfer the Software and all rights under this EULA only as part of a one-time sale or transfer of the ztC Edge Unit on which the Software are installed and only to a transferee who agrees to be bound by all of the terms and conditions set forth in this EULA. You will not otherwise transfer or assign the Software or this EULA and/or any rights or obligations hereunder without the prior written consent of Stratus.

1.3 Your rights under this EULA will automatically terminate if you breach any of your material obligations under this EULA. Upon any termination of this EULA, you will return to Stratus or its designee, the ztC Edge Unit promptly after such termination.

**2. Infringement Indemnity.**

2.1 Stratus will defend any claim brought against you alleging that the ztC Edge Unit infringes a patent or copyright in your jurisdiction, and will indemnify you against all damages and costs finally awarded against you provided that Stratus is notified promptly in writing of the claim and given full authority, information and assistance for the defense and/or settlement of such claim, which defense and/or settlement will be under the sole control of Stratus. You agree to permit Stratus, at its sole option and expense, to (1) procure for you the right to continue using the ztC Edge Unit, or (2) to replace or modify the ztC Edge Unit so that it is non-infringing. If in Stratus’ sole judgment neither of the foregoing alternatives is commercially practicable, Stratus may terminate this license, remove the ztC Edge Unit and refund to you the fees paid by you as depreciated or amortized by an equal annual amount over a three (3) year period beginning upon the receipt of the ztC Edge Unit.

2.2 Neither Stratus, nor its affiliates, subsidiaries nor the Licensors will have any liability for any claim based upon or arising out of (1) the combination, operation or use of the ztC Edge Unit with (a) any other products or devices or software not supplied by Stratus, or (2) the alteration or modification of any ZtC Edge Unit. **TO THE FULL EXTENT PERMITTED BY LAW, THIS SECTION STATES THE ENTIRE LIABILITY OF STRATUS, ITS AFFILIATES, SUBSIDIARIES AND THE LICENSORS AND YOUR SOLE REMEDY WITH RESPECT TO ANY CLAIM OF INFRINGEMENT.**

**3. Limited Warranty.**

3.1 Stratus warrants that the ztC Edge Unit will be free from defects in material and workmanship and will function in accordance with its published specifications for thirty (30) days from the date of registration or for forty (40) days from the date of receipt, whichever is sooner. Stratus’ sole liability and your exclusive remedy for such defective Product media will be to repair or replace the defective ztC Edge Unit free of charge. You may obtain information for reporting warranty defects from your Software supplier or vendor or from the Stratus web site at “www.stratus.com”.

3.2 Stratus does not represent or warrant that the ztC Edge Unit will operate without interruption or will be error free. This warranty does not apply to defects attributable to (1) modification or alteration of the ztC Edge Unit made
without the prior written approval of Stratus, (2) accident, neglect, misuse or abuse, or (3) exposure to conditions outside the range of the environmental, power and operating specifications.

4  Disclaimer And Limitation of Liability:

4.1  Except as expressly set forth in this EULA, neither Stratus, its affiliates, subsidiaries nor the Licensors make any other warranties, express or implied, including any implied warranties of merchantability and fitness for a particular purpose. Stratus, its affiliates, subsidiaries and the Licensors expressly disclaim all warranties not stated in this EULA. Any implied warranties that may be imposed by law are limited to the terms contained in this EULA to the maximum extent permitted by law.

4.2  Except for damages or losses related to death or bodily injury, in no event will Stratus, its affiliates, subsidiaries or the Licensors, be liable for any special, indirect, punitive, incidental or consequential damages or losses (including without limitation loss of use, data, profit, savings or business), whatever the basis of the claim or action (such as breach of warranty, condition, contract, infringement and tort, including strict liability and negligence, or other legal theory) even if advised of the possibility of such damages or if such possibility was reasonably foreseeable. To the maximum extent permitted by law, the liability of Stratus, its affiliates, subsidiaries and the Licensors for damages or losses for any cause whatsoever, and regardless of the basis of the claim or action will be limited to the amount you actually paid for the specific Product that caused the damages or losses. Because some states or countries do not allow a limitation on the duration of an implied warranty or the exclusion of incidental or consequential damages, the above limitations and/or exclusions may not apply to you.

5  General Terms and Conditions.

5.1  This EULA constitutes the entire agreement between you and Stratus with respect to the ztC Edge Unit.

5.2  Stratus may assign this EULA or any of the rights or obligations hereunder, and any causes of action arising hereunder, to any third party without necessity or obligation of notice to you. The waiver or failure of either party to exercise in any respect any right provided for herein will not be deemed a waiver of any further right hereunder. The invalidity or unenforceability of any provision of this EULA will not affect the validity or enforceability of any other provision, the remaining provisions being deemed to continue in full force and effect.

5.3  Stratus will not be responsible for any failure to perform its obligations under this EULA due to circumstances beyond its reasonable control.

5.4  This EULA will in all respects, be governed by and construed and enforced in accordance with the laws of the Commonwealth of Massachusetts and the United States of America, excluding the choice of law principles thereof. The United Nations Convention on the International Sale of Goods will not apply to this EULA or the ZtC Edge Unit. You consent to the non-exclusive jurisdiction and venue of the state and federal courts in and for Massachusetts, U.S.A. for the resolution of any dispute arising under or related to this EULA or the ZtC Edge Unit; provided, however, that Stratus, its affiliate, subsidiaries and the Licensors may initiate legal action in any court with jurisdiction over you for the enforcement of this EULA.