

# Procera Networks TM End User License Agreement

Please read this End User License ("License") carefully before using the Procera Networks Inc. ("Procera") products. This End User License sets forth the terms and conditions controlling Your right to use and the manner of use of the Procera products.

## **Use Constitutes Acceptance**

BY USING OR KEEPING THE PROCERA PRODUCTS, YOU ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTOOD AND ACCEPT ALL THE TERMS AND CONDITIONS OF THIS END USER LICENSE. IF YOU DO NOT ACCEPT ALL TERMS AND CONDITIONS, DO NOT USE THE PRODUCT AND PROMPTLY RETURN IT UNUSED TO THE PLACE OF PURCHASE.

#### Definitions

- "Approved Environment" means an operating environment for the Product (including among other considerations configurations, locations, and applications) that has been approved by Procera.
- "Documentation" means the documentation portion of the Product in electronic, printed, or other form that accompanies or is otherwise available to provide information about installation, operation, and use of the Product.
- "Hardware" means the hardware portion of the Product in the configuration as provided.
- "Procera" means Procera Networks Inc. its subsidiaries including Netintact AB and Netintact PTY, and any of its subsidiaries or affiliates, and all its officers, directors, and employees thereof, and its successors and assigns
- "Product" means Procera's systems that include Software, Hardware, and Documentation.
- "Software" means the software portion of the Product that consists of server software and client software. The server software is embedded on the hardware equipment acquired by Licensee from Procera ("Hardware"). The client software is distributed over the Internet or on separate media. The server software and the client software, including all related manuals and documentation (hereinafter collectively referred to as the "Software") are proprietary to Procera and Procera's licensors. Software includes updates and upgrades, if any, provided in the future to You by Procera.
- "You" means the end-user that receives delivery of a Product.

## **Legal Protection And Title**

The Product and use of the Product, including the Hardware, Software, and Documentation, are protected by United States and international laws and regulations including those related to (a) copyright, patent, trade secret and other intellectual property rights and (b) international trade laws and regulations.

The Product contains unpublished information and embodies valuable trade secrets proprietary to Procera and Procera's licensors. Notwithstanding that the Hardware portion of the Product may be sold to You, the Software and Documentation portions are not sold to You and title to the Software and Documentation remains in Procera and Procera's licensors.

## **Grant of License**

Upon acceptance of this License by You, Procera grants You a nontransferable, non-sublicensable, nonexclusive license to use the Product in the Approved Environment for the life of the Product, provided however that the license is granted only for a unique and specific configuration of the Software embedded in the Hardware. Configuration can include specific host IP addresses, specific amounts of bandwidth or number of customers.

This License and the right to use the Product terminate automatically if You violate any of the Conditions Of Use or violate any other part of this License. In the event of termination of the License, You shall promptly (i) destroy the Software embedded in the Product and terminate all use of the Product or (ii) return the Product including all embedded Software and including all Documentation to Procera. Procera and Procera's licensors reserve all rights in the Product not expressly granted to You in this License.

## **Conditions Of Use**

- You shall use the Product, including the Hardware, Software, or Documentation, only in the country of purchase.
- You shall not remove, alter, cover, or obfuscate any copyright notices, any other proprietary rights notices, and any other notices or markings placed or embedded by Procera on or in the Product including on or in the Hardware, Software, or Documentation
- You shall not publish any information that compares the performance of the Product with products created or distributed by others without the prior written consent of Procera.
- You shall hold in confidence and not disclose to any third party all unpublished information and trade secrets about the Product of which You become aware.
- You shall not sell, sublicense, distribute, or otherwise transfer the Product, including the Hardware, Software, or Documentation, to any third party.
- You shall not, and shall not authorize or engage anyone to, copy, modify, translate, alter, adapt, reverse engineer, disassemble, create derivative works of, decompile or attempt to derive source code for the Software for any purpose.

## **Updates, Upgrades And Support**

Procera has no obligation to provide updates and/or upgrades to the Product but Procera may, from time to time in Procera's sole discretion, make updates and/or upgrades to the Product available via the Internet or via other sources. Any updates and/or upgrades provided by Procera may result in functional or other changes to the Product. You assume all risk resulting from installing, or from failing to install, updates and/or upgrades made available by Procera.

Procera has no obligation under this License to provide any assistance, maintenance or other support for the Product, the Hardware, Software, or Documentation.

© 2008 Procera Networks, Inc. All rights reserved.

#### **Disclaimer of Warranties**

EXCEPT AS MAY BE SET FORTH IN A SEPARATE WARRANTY CARD OR OTHER WARRANTY DOCUMENT PROVIDED WHEN THE PRODUCT IS DELIVERED TO YOU, PROCERA DISCLAIMS ALL WARRANTIES FOR THE PRODUCT AND SPECIFICALLY, PROCERA DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY, OF NON-INFRINGEMENT, OR OF FITNESS FOR A PARTICULAR PURPOSE. SOME JURISDICTIONS DO NOT ALLOW THE DISCLAIMER OF PARTICULAR WARRANTIES AND TO THE EXTENT THAT LAWS IN SUCH JURISDICTION ARE CONTROLLING, ONE OR MORE OF THE FOREGOING DISCLAIMERS MAY NOT APPLY TO YOU.

#### **Exclusion And Limitation Of Liability**

IN NO EVENT WILL PROCERA BE LIABLE FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR INDIRECT DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF PROFITS, LOSS OF REVENUE, BUSINESS INTERRUPTION, LOSS OF INFORMATION INCLUDING LOSS OF DATA, OR OTHER PECUNIARY LOSS) ARISING OUT OF THE USE OR INABILITY TO USE THE PRODUCT OR THE PERFORMANCE, INTERRUPTION OR FAILURE OF THE PRODUCT, IRRESPECTIVE OF THE CAUSE OF ACTION, EVEN IF PROCERA HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF PARTICULAR LIABILITIES AND TO THE EXTENT THAT SUCH LAWS ARE CONTROLLING, ONE OR MORE OF THE FOREGOING EXCLUSIONS OR LIMITATIONS MAY NOT APPLY TO YOU.

NOTWITHSTANDING ANYTHING ELSE IN THIS AGREEMENT OR OTHERWISE, PROCERA'S CUMULATIVE LIABILITY FOR ALL CLAIMS ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, FROM OR IN CONNECTION WITH THE USE OR IMPROPER FUNCTIONING OF THE PRODUCT INCLUDING THE HARDWARE, SOFTWARE OR DOCUMENTATION (EACH, A "CLAIM"), WILL NOT EXCEED THE AMOUNT PAID BY YOU FOR THE PRODUCT.

NOTWITHSTANDING ANYTHING ELSE, PROCERA'S SUPPLIERS AND LICENSORS WILL HAVE NO LIABILITY FOR ANY CLAIMS IN CONNECTION WITH THE PRODUCT OR THIS AGREEMENT.

### Trademark Notice, Third Party Software

Procera, Procera Networks, PacketLogic, the PacketLogic logo, and Procera Networks logo are trademarks belonging to and registered by Procera Networks Inc. in the United States of America and certain other countries.

The following third-party software is included in the Software:

- Open Secure Sockets Layer (OpenSSL). Copyright © 1999 The OpenSSL project.
- The X Window System is a trademark of the X Consortium, Cambridge, Massachusetts. All rights reserved.
- PostgreSQL is Copyright © 1996-2001 by the PostgreSQL Global Development Group and is distributed under the terms
  of the license of the University of California below.
- PostgreSQL Database Management System (formerly known as Postgres, then as Postgres95)
- Portions Copyright (c) 1996-2002, The PostgreSQL Global Development Group
- Portions Copyright (c) 1994, The Regents of the University of California

IN NO EVENT SHALL THE UNIVERSITY OF CALIFORNIA BE LIABLE TO ANY PARTY FOR DIRECT, INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS, ARISING OUT OF THE USE OF THIS SOFTWARE AND ITS DOCUMENTATION, EVEN IF THE UNIVERSITY OF CALIFORNIA HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. THE UNIVERSITY OF CALIFORNIA SPECIFICALLY DISCLAIMS ANY WARRANTIES, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. THE SOFTWARE PROVIDED HEREUNDER IS ON AN "AS IS" BASIS, AND THE UNIVERSITY OF CALIFORNIA HAS NO OBLIGATIONS TO PROVIDE MAINTENANCE, SUPPORT, UPDATES, ENHANCEMENTS, OR MODIFICATIONS. NOTWITHSTANDING ANY OTHER WARRANTY HEREIN, ALL DOCUMENT FILES AND SOFTWARE OF THESE SUPPLIERS ARE PROVIDED "AS IS" WITH ALL FAULTS. PROCERA AND THE ABOVE-NAMED SUPPLIERS DISCLAIM ALL WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THOSE OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT OR ARISING FROM A COURSE OF DEALING, USAGE, OR TRADE PRACTICE.

IN NO EVENT SHALL PROCERA OR THE ABOVE-NAMED SUPPLIERS BE LIABLE FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL, OR INCIDENTAL DAMAGES, INCLUDING, WITHOUT LIMITATION, LOST PROFITS OR LOSS OR DAMAGE TO DATA ARISING OUT OF THE USE OR INABILITY TO USE THIS MANUAL, EVEN IF PROCERA OR ITS SUPPLIERS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

#### General

With respect to the particular terms and conditions covered in this License, this License constitutes the entire agreement and understanding between You and Procera and supersedes any prior or contemporaneous agreement or understanding concerning those particular terms and conditions. Procera is not bound by any provision of any purchase order, receipt, acceptance, confirmation, correspondence, or other instrument or action relating to those particular terms and conditions, unless Procera specifically agrees in a subsequent written instrument that indicates that such instrument is to have preference with regard to identified ones of those particular terms and conditions.

You may not assign or transfer this License or any rights or obligations under this License. Any assignment or transfer of this License made in contravention of the terms hereof shall be null and void.

Subject to the foregoing, this License shall be binding on and inure to the benefit of the parties' respective successors and permitted assigns.

Procera may assign its rights under this License to (i) its affiliates and (ii) any successor by way of merger, acquisition, consolidation, reorganization, sale or other transfer in which case references to Procera herein shall be deemed to refer to Procera's assignee.

You are responsible for the payment of any taxes, including personal property taxes, arising from this License, delivery of the Product to You, or use of the Product by You.

#### **Default Information and Passwords**

- Console (serial) Password: pldemo00
- PacketLogic IP: 192.168.1.25
- SSH Port: **42002**
- SSH User: pladmin
- SSH Password: pldemo00
- SSH Enable Password: pldemo00
- PacketLogic Client User: admin
- PacketLogic Client Password: pldemo00

### **Governing Law**

If the product for which this License is attached has been sold through Procera Networks, Inc., this License shall be governed by and construed in accordance with the substantive laws of California and United States of America law relating to copyright and trademark, without giving effect to the principles of conflict of law. If the product for which this License is attached has been sold through Netintact AB or Netintact PTY, this License shall be governed by and construed in accordance with the laws of Sweden or Australia, respectively. If any portion hereof is found to be void or unenforceable, the remaining provisions of this License shall remain in full force and effect.

### **Export Controls**

The Product, including the Software, Hardware and Documentation and any technical data related thereto and any direct product thereof may not be exported or re-exported contrary to the laws and regulations of the United States and of other countries and You will not export or re-export the Product from the country where the Product was originally delivered to You.

## **U.S. Government Restricted Rights**

The Product, including the Software, Hardware and Documentation and any technical data related thereto, is a "Commercial Item" as defined in 48 C.F.R. § 2.101. If the End User is the U.S. Government or any agency or department thereof, the Product is only delivered as a Commercial Item subject to the license grant and other terms and conditions as set forth in this License. Acquisition of the Product by the U.S. Government or any agency or department thereof shall only be under FAR or DFAR provisions for ACQUISITION OF COMMERCIAL ITEMS and shall not alter the terms and conditions of this License.