

NetWare® 4.11 Software License

General Terms

The *NetWare 4.11* software, with which Novell has bundled the separate NetWare Web Server 2.5 and Netscape Navigator computer programs, and accompanying documentation (respectively "Software" and "Documentation") you have acquired are protected by the copyright laws of the United States and international copyright treaties. In addition, the possession and use of the Software and Documentation is subject to the restrictions contained in this License.

The Software contains various software programs with different license rights. Some of the programs are licensed for use on a single computer (network server) whereas some are licensed for use on several machines (workstations). The type of license that applies depends on the following definitions and the permitted uses specified in the documentation accompanying the Software.

Client Software means the software programs provided as part of the Software that operate on an intelligent, single-user device, permitting that device to access the shared resources provided by Host Software.

Host Software means the software programs provided as part of the Software that are designed to operate on a single computing device, providing access to the shared resources attached to that computer. Host Software may contain technical limitations that limit use of the Host Software to a specified number of computers running Client Software.

NLM Software means the NetWare Web Server Software which is capable of running on the Host Software.

User Count means the number of users specified on the uniform product code label provided on the outside packaging of the *NetWare 4.11* product.

Connection Management Software means computer programs provided as part of the Software which monitor the number of connections permitted under this License and which are designed to prevent more connections than the number of licensed connections specified by the User Count.

License. Subject to the terms and conditions of this License, Novell grants to you a non-exclusive, non-transferrable right to (a) use the Host Software on a single computing device (network server), (b) provided you do not receive any direct payment, to make, and distribute internally within your organization, an unlimited number of copies of the Client Software, and (c) simultaneously use up to the number of copies specified by the User Count of the Client Software; (d) use the NLM Software on the Host Software; (e) provided you do not receive any direct payment, to make, and distribute internally within your organization, one (1) copy of the Netscape Navigator software and place that copy on single user computing devices running Client Software in support of Host Software for use: (i) primarily in support of NLM Software; and, (ii) for Internet or World Wide Web access. You may not modify the Connection Management Software to increase the number of connections supported by the Host Software. Further, you may not use any device, process or computer program in conjunction with the Host Software which increases, either directly or indirectly, the number of connections to the Host Software. Novell reserves all rights not expressly granted to you.

Term. This License will become effective on the date you acquire the Software and will remain in force until terminated. You may terminate this License at any time by destroying the Documentation and the Software together with all copies and adaptations. This License shall also automatically terminate if you breach any of the terms or conditions. You agree to destroy the original and all adaptations or copies of the Software and Documentation, or to return them to Novell upon termination of this License.

Governing Law. Except as otherwise restricted by law, this License shall be governed by, and interpreted in accordance with, the laws of the State of Utah of the United States of America, without regard to laws of Utah governing conflicts of law. Furthermore, it is understood that this License shall be treated as though it were executed in Utah County of the State of Utah. The parties agree that any action relating to this License shall be instituted and prosecuted in the courts of competent jurisdiction of the State of Utah.

Entire License. This License sets forth the entire understanding and License between you and Novell and may be amended only in a writing signed by both parties. NO VENDOR, DISTRIBUTOR, DEALER, RETAILER, SALES PERSON OR OTHER PERSON IS AUTHORIZED TO MODIFY THIS LICENSE OR TO MAKE ANY WARRANTY, REPRESENTATION OR PROMISE WHICH IS DIFFERENT THAN, OR IN ADDITION TO, THE REPRESENTATIONS OR PROMISES OF THIS LICENSE.

Waiver. No waiver of any right under this License shall 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 shall be deemed to be a waiver of any future right arising under this License.

Severability. If any provision in this License is invalid or unenforceable, that provision shall be construed, limited, modified or, if necessary, severed, to the extent necessary, to eliminate its invalidity or unenforceability, and the other provisions of this License shall remain unaffected.

Export. Novell can only make the Software available pursuant to a valid export license. Consequently, Novell will refund any fees paid to you if it is unable to obtain an export license to ship the Software to you. Your sole remedy for Novell's failure to obtain an export license is a refund. You hereby agree that you will not knowingly, directly or indirectly, without prior written consent, if required, of the Office of Export Licensing of the U.S. Department of Commerce, Washington D.C. 20230, download, export, transmit or transfer the Software or materials obtained via the Service to any group Q, S, W, Y, or Z country specified in the Export Administration Regulations issued by the U.S. Department of Commerce or to any country to which such transmission is restricted by applicable regulations or statutes.

U.S. Government Restricted Rights. Use, duplication, or disclosure by the United States Government is subject to restrictions as set forth in FAR § 52.227-14 (June 1987) Alternate III(g)(3) (June 1987), FAR § 52.227-19 (June 1987), or DFARS § 52.227-7013 (c)(1)(ii) (June 1988), as applicable. Contractor/Manufacturer is Novell, Inc., 122 East 1700 South, Provo, Utah 84606.

Limited Warranty

Media. Novell warrants the physical media of the *NetWare 4.11* software (referred to in this limited warranty as the "Software") against physical defects for a period of 90 days from installation or purchase, whichever is later. Your sole remedy for defective media is replacement.

Software. Except as provided in this Limited Warranty, Novell warrants that if the Software fails to conform substantially to the specifications in the documentation accompanying the Software and if the nonconformity is reported in writing by you to Novell within 90 days from the date that the Software is purchased, Novell will either remedy the nonconformity or offer to refund any license fees paid by you upon return of all copies of the Software and documentation to Novell.

THE SOFTWARE IS NOT DESIGNED, MANUFACTURED OR INTENDED FOR USE OR RESALE FOR ON-LINE CONTROL EQUIPMENT IN HAZARDOUS ENVIRONMENTS REQUIRING FAIL-SAFE PERFORMANCE, SUCH AS IN THE OPERATION OF NUCLEAR FACILITIES, AIRCRAFT NAVIGATION OR AIRCRAFT COMMUNICATION SYSTEMS, AIR TRAFFIC CONTROL, DIRECT LIFE SUPPORT MACHINES, OR WEAPONS SYSTEMS, IN WHICH FAILURE OF THE SOFTWARE COULD LEAD DIRECTLY TO DEATH, PERSONAL INJURY, OR SEVERE PHYSICAL OR ENVIRONMENT DAMAGE.

THE SOFTWARE IS ONLY COMPATIBLE WITH CERTAIN COMPUTERS AND OPERATING SYSTEMS. THE SOFTWARE IS NOT WARRANTED FOR NON-COMPATIBLE SYSTEMS. Call Novell Customer Support or your Dealer for information about compatibility.

Disclaimer. EXCEPT AS OTHERWISE RESTRICTED BY LAW, NOVELL MAKES NO WARRANTY, REPRESENTATION OR PROMISE NOT EXPRESSLY SET FORTH IN THIS LIMITED WARRANTY. NOVELL DISCLAIMS AND EXCLUDES ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE OR FITNESS FOR A PARTICULAR PURPOSE. NOVELL DOES NOT WARRANT THAT THE SOFTWARE OR ASSOCIATED DOCUMENTATION WILL SATISFY YOUR REQUIREMENTS OR THAT THE SOFTWARE AND DOCUMENTATION ARE WITHOUT DEFECT OR ERROR OR THAT THE OPERATION OF THE SOFTWARE WILL BE UNINTERRUPTED. Some states do not allow limitations on how long an implied warranty lasts, so the above limitation may not apply to you. This warranty gives you specific legal rights which vary from state to state.

Limitation of Liability. EXCEPT AS OTHERWISE RESTRICTED BY LAW, NOVELL'S AGGREGATE LIABILITY ARISING FROM OR RELATING TO YOUR USE OF THE SOFTWARE, ASSOCIATED DOCUMENTATION OR ANY SERVICES PROVIDED BY NOVELL AND/OR ITS AGENTS IS LIMITED TO THE TOTAL OF ALL PAYMENTS MADE BY OR FOR YOU FOR THE SOFTWARE AND DOCUMENTATION. NEITHER NOVELL NOR ANY OF ITS LICENSORS, EMPLOYEES, OR AGENTS SHALL IN ANY CASE BE LIABLE FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL, INDIRECT OR PUNITIVE DAMAGES EVEN IF ADVISED OF THE POSSIBILITY OF THOSE DAMAGES. NEITHER NOVELL NOR ANY OF ITS LICENSORS, EMPLOYEES, OR AGENTS IS RESPONSIBLE FOR LOST PROFITS OR REVENUE, LOSS OF USE OF SOFTWARE, LOSS OF DATA, COSTS OF RE-CREATING LOST DATA, THE COST OF ANY SUBSTITUTE EQUIPMENT OR PROGRAM. Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you.

**NetWare® 4.11 Software
License**

And Limited Warranty