SOFTWARE LICENSE AGREEMENT

PLEASE READ THIS SOFTWARE LICENSE AGREEMENT CAREFULLY BEFORE DOWNLOADING, INSTALLING OR USING NETREO OR NETREO-SUPPLIED SOFTWARE.

BY ACCESSING THE SERVER RUNNING THIS SOFTWARE, DOWNLOADING OR INSTALLING THE SOFTWARE, OR USING THE EQUIPMENT THAT CONTAINS THIS SOFTWARE, YOU ARE CONSENTING TO BE BOUND BY THIS AGREEMENT. IF YOU DO NOT AGREE TO ALL OF THE TERMS OF THIS AGREEMENT, THEN (A) DO NOT DOWNLOAD, INSTALL OR USE THE SOFTWARE, AND (B) YOU MAY RETURN THE SOFTWARE FOR A FULL REFUND, OR, IF THE SOFTWARE IS SUPPLIED AS PART OF ANOTHER PRODUCT, YOU MAY RETURN THE ENTIRE PRODUCT FOR A FULL REFUND. YOUR RIGHT TO RETURN AND REFUND EXPIRES 30 DAYS AFTER PURCHASE FROM NETREO OR AN AUTHORIZED NETREO RESELLER, AND APPLIES ONLY IF YOU ARE THE ORIGINAL PURCHASER.

The following terms govern your use of the Software except to the extent a particular program (a) is the subject of a separate written agreement with Netreo. To the extent of a conflict between the provisions of the foregoing documents, the order of precedence shall be (1) a formal written agreement between Netreo and Customer; (2) the click-on agreement; and (3) this written agreement.

*License. The software included with this product is covered under one of the following two licenses. The software components listed below are covered under the GNU General Public License version 2 (hereafter referred to as the GNU GPL), attached and herein incorporated by reference. Several included libraries and functional modules may be used in this software and are licensed under either the GNU General Public License, the GNU Limited General Public License, or another open-source type license agreement and change too frequently and/or are too numerous to list here. For a complete and up-to-date list of all libraries and modules included in the software, please contact Netreo at the address specified below. **All other software, databases, programs, web content, design and layout provided with Netreo or Netreo-Supplied software, unless explicitly marked otherwise, are Copyright © 2000-2018 Netreo, Inc. and are provided to the end user only under the terms and conditions of the Netreo License Agreement (NLA), also attached and incorporated herein by reference.** The operating system (GNU/LINUX), associated utilities, software language and compilers, and other software bundled with the operating system are covered under separate license agreements or the GNU GPL. Details of those licenses and the corresponding source code can be obtained from the CENTOS Project, (https://www.centos.org/) or from the original copyright holder, and are used by Netreo in compliance with the terms and conditions of the appropriate license(s). The following programs (or derivative works thereof, including all Netreo modifications) are (or may be) included with Netreo software and are hereby licensed to the end-user of the product under the terms of version 2 of the GNU GPL by Netreo, or by their original copyright holder (with Netreo acting as a distributor), as applicable. (a) GNU/Linux and included libraries, (b) Multi Router Traffic Grapher, (c) Nmap, (d) Percona Database Server, (e) Psionic PortSentry, (f) Round-Robin Database Tool, (g) OpenVPN, (h) Postfix.*

To receive source code for the software included under the GNU GPL in electronic format, please send a written request and a check or money order for US$18.50 (to cover postage, media, and handling) to: Netreo Incorporated, ATTN: Source Code Distribution, 8717 Research Drive, Suite #150, Irvine CA 92618.

 Subject to the terms and conditions of and except as otherwise provided in this Agreement, Netreo, Inc. ("Netreo") and its suppliers grant to Customer ("Customer") a nonexclusive and nontransferable license to use the specific Netreo software, program modules, feature set(s), or feature(s) for which Customer has paid the required license fees (the "Software"), in object code form only. In addition, the foregoing license shall also be subject to each of the following limitations:

- Unless otherwise expressly provided in the documentation, Customer shall use the Software solely as embedded in, and for execution on Netreo equipment owned or leased by Customer, or on Netreo provided Virtual Machine images;
- Customer's use of the Software shall be limited to use on a single hardware chassis and logical or virtual operating system, as applicable, or use on such greater number of chassis or operating systems as Customer may have paid Netreo the required license fee to use;
- Customer's use of the Software shall also be limited, as applicable and set forth in Customer's purchase order or in Netreo's product catalog, user documentation, or web site, to a maximum number of polled elements (i.e., devices and/or logical operating systems from which the software collects information). Customer's use of the Software shall also be limited by any other restrictions set forth in Customer's purchase order or in Netreo's product catalog, user documentation or web site for the Software.

NOTE: For evaluation or beta copies for which Netreo does not charge a license fee, the above requirement to pay a license fee does not apply, but the evaluation or beta software may expire on a specific date, at Netreo's sole discretion, after which time the payment of a license fee shall be required to prevent the software from ceasing operation.

In the event that the software ceases operation due to non-payment of license fees, Netreo shall have no obligation to retain or return Customers' data, configuration, or other information collected by or stored in the Software, and will destroy such data in a manner and time frame that is reasonable and customary for the software industry.

1. General Limitations. Except as otherwise expressly provided under this Agreement, or expressly provided in a separate contract properly executed by both parties (which terms shall supersede any part of this license agreement with which they conflict), Customer shall have no right, and Customer specifically agrees not to:

(i) transfer, assign or sublicense its license rights to any other person, or use the Software on unauthorized or secondhand Netreo equipment, and any such attempted transfer, assignment or sublicense shall be void;

(ii) make error corrections to or otherwise modify or adapt the Software or create derivative works based upon the Software, or to permit third parties to do the same; or

(iii) decompile, decrypt, reverse engineer, disassemble or otherwise reduce the Software to human-readable form to gain access to trade secrets or confidential information in the Software.

(iv) bypass the authentication systems designed into the software to control access to the Software or the underlying operating system on which the software executes, or any daemon, network service, or component thereof, in a manner not consistent with the publically available documentation for the Software.

To the extent required by law, at Customer's request, Netreo shall provide Customer with the interface information needed to achieve interoperability between the Software and another independently created program, which may (at Netreo's sole discretion) require the payment of an additional fee to Netreo. Customer shall observe strict obligations of confidentiality with respect to such information.

2. Upgrades and Additional Copies. For purposes of this Agreement, "Software" shall include (and the terms and conditions of this Agreement shall apply to) any upgrades, updates, bug fixes, or modified versions (collectively, "Upgrades") or backup copies of the Software licensed or provided to Customer by Netreo or an authorized distributor. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT: (1) CUSTOMER HAS NO LICENSE OR RIGHT TO USE ANY SUCH ADDITIONAL COPIES OR UPGRADES UNLESS CUSTOMER, AT THE TIME OF ACQUIRING SUCH COPY OR UPGRADE, ALREADY HOLDS A VALID LICENSE TO THE ORIGINAL SOFTWARE AND HAS PAID THE APPLICABLE FEE FOR THE UPGRADE; (2) USE OF UPGRADES IS LIMITED TO NETREO SOFTWARE FOR WHICH CUSTOMER IS THE ORIGINAL END USER PURCHASER OR LESSEE OR WHO OTHERWISE HOLDS A VALID LICENSE TO USE THE SOFTWARE WHICH IS BEING UPGRADED; AND (3) USE OF ADDITIONAL COPIES IS LIMITED TO OFFLINE BACKUP PURPOSES ONLY UNLESS EXPLICITLY LICENSED FOR ANOTHER USE IN WRITING.

3. Proprietary Notices. Customer agrees to maintain and reproduce all copyright and other proprietary notices on all copies, in any form, of the Software in the same form and manner that such copyright and other proprietary notices are included on the Software. Except as expressly authorized in this Agreement, Customer shall not make any copies or duplicates or any Software without the prior written permission of Netreo. Customer may make such backup copies of the Software as may be necessary for Customer's lawful use, provided Customer affixes to such copies all copyright, confidentiality, and proprietary notices that appear on the original.

4. Protection of Information. Customer agrees that aspects of the Software and associated documentation, including the specific design and structure of individual programs, constitute trade secrets and/or copyrighted material of Netreo. Customer shall not disclose, provide, or otherwise make available such trade secrets or copyrighted material in any form to any third party without the prior written consent of Netreo. Customer shall implement reasonable security measures to protect such trade secrets and copyrighted material. Title to Software and documentation shall remain solely with Netreo.

5. Limited Warranty. If Customer obtained the Software directly from Netreo, then Netreo warrants that during the Warranty Period (as defined below): (i) the media on which the Software is furnished (if any) will be free of defects in materials and workmanship under normal use; and (ii) the Software will substantially conform to its published specifications. The "Warranty Period" means a period beginning on the date of Customer's receipt of the Software and ending on the later of (a) thirty (30) days from the date of initial shipment of the Software by Netreo, or (b) the end of the minimum period required by the law of the applicable jurisdiction. The limited warranties extend only to Customer as the original licensee. Customer's sole and exclusive remedy and the entire liability of Netreo and its suppliers under these limited warranties will be, at Netreo or its service center's option, repair, replacement, or

refund of the Software if reported (or, upon request, returned) to Netreo or its designee. Except as expressly granted in this Agreement, the Software is provided **AS IS**. Netreo does not warrant that the Software is error free or that Customer will be able to operate the Software without problems or interruptions. In addition, due to the continual development of new techniques for intruding upon and attacking networks and systems, Netreo does not warrant that the Software, operating system, or any equipment, system, or network on which the Software is used will be free of vulnerability to intrusion or attack.

This warranty does not apply if the Software (a) is licensed for beta, evaluation, testing, or demonstration purposes for which Netreo does not receive a license fee, (b) has been altered, except by Netreo, (c) has not been installed, operated, repaired, or maintained in accordance with instructions supplied by Netreo, (d) has been subjected to abnormal physical or electrical stress, misuse, negligence, or accident, or (e) is used in ultra-hazardous activities or environments.

6. Disclaimer of Warranties. EXCEPT AS SPECIFIED IN THIS WARRANTY, ALL EXPRESS OR IMPLIED CONDITIONS, REPRESENTATIONS, AND WARRANTIES INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OR CONDITION OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT, SATISFACTORY QUALITY OR ARISING FROM A COURSE OF DEALING, USAGE, OR TRADE PRACTICE, ARE HEREBY EXCLUDED TO THE EXTENT ALLOWED BY APPLICABLE LAW. TO THE EXTENT AN IMPLIED WARRANTY CANNOT BE EXCLUDED, SUCH WARRANTY IS LIMITED IN DURATION TO THE WARRANTY PERIOD. BECAUSE SOME STATES OR JURISDICTIONS DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM JURISDICTION TO JURISDICTION.

7. Disclaimer of Liabilities. IN NO EVENT WILL NETREO OR ITS SUPPLIERS BE LIABLE FOR ANY LOST REVENUE, PROFIT, OR DATA, OR FOR SPECIAL, INDIRECT, CONSEQUENTIAL, INCIDENTAL, OR PUNITIVE DAMAGES HOWEVER CAUSED AND REGARDLESS OF THE THEORY OF LIABILITY ARISING OUT OF THE USE OF OR INABILITY TO USE THE SOFTWARE EVEN IF NETREO OR ITS SUPPLIERS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. In no event shall Netreo's or its suppliers' liability to Customer, whether in contract, tort (including negligence or gross negligence), or otherwise, exceed the total price paid by Customer to Netreo for the Software License (not including services) in the immediately preceding twelve months. The foregoing limitations shall apply even if the above-stated warranty fails of its essential purpose. BECAUSE SOME STATES OR JURISDICTIONS DO NOT ALLOW LIMITATION OR EXCLUSION OF CONSEQUENTIAL OR INCIDENTAL DAMAGES, THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

8. Term and Termination. This Agreement is effective until terminated. Customer may terminate this Agreement at any time by destroying all copies of Software including any documentation. Customer's license rights under this Agreement will terminate immediately without notice from Netreo if Customer fails to comply with any provision of this Agreement. Upon termination, Customer must destroy all copies of Software in its possession or control. Netreo may require proof from Customer of such destruction at Netreo's sole discretion, which must be provided by Customer within five calendar days of such request.

9. Customer Records. Customer grants to Netreo and its independent accountants or agents the right to examine Customer's computer systems, networks, books, records, and accounts during Customer's normal business hours to verify compliance with this Agreement. In the event such audit discloses non-compliance with this Agreement, Customer shall promptly pay to Netreo the appropriate licensing fees. Any such examination and the complete results thereof shall be held in Strict Confidence by all parties.

10. Export. Netreo's Software, including technical data and documentation, is subject to U.S. export control laws, including the U.S. Export Administration Act and its associated regulations, the International Traffic in Arms Regulation (ITAR) and its associated regulations, and may also be subject to export or import regulations in other countries. Customer agrees to comply strictly with all such regulations and acknowledges that it has the responsibility to obtain licenses to export, re-export, or import Software.

11. Restricted Rights. Netreo's commercial software and commercial computer software documentation is provided to United States Government agencies in accordance with the terms of this Agreement, and per subparagraph "(c)" of the "Commercial Computer Software - Restricted Rights" clause at FAR 52.227-19 (June 1987). For DOD agencies, the restrictions set forth in the "Technical Data-Commercial Items" clause at DFARS 252.227-7015 (Nov 1995) shall also apply.

12. General. This Agreement shall be governed by and construed in accordance with the laws of the State of California, United States of America, as if performed wholly within the state and without giving effect to the principles of conflict of law. If any portion hereof is found to be void or unenforceable, the remaining provisions of this Agreement shall remain in full force and effect. Netreo hereby specifically disclaims the UN Convention on Contracts for the International Sale of Goods. Except as expressly provided herein, this Agreement constitutes the entire agreement between the parties with respect to the license of the Software and supercedes any conflicting or additional terms contained in the purchase order.

NOTE: The following license applies to any software code distributed under the GNU General Public License, including but not limited to the specific software identified on page 1 of this Agreement.
<u>**It is provided here for reference only and is not written, enforced, or amendable by Netreo Inc.**</u>

Preamble

  The licenses for most software are designed to take away your freedom to share and change it. By contrast, the GNU General Public License is intended to guarantee your freedom to share and change free software--to make sure the software is free for all its users. This General Public License applies to most of the Free Software Foundation's software and to any other program whose authors commit to using it. (Some other Free Software Foundation software is covered by the GNU Library General Public License instead.) You can apply it to your programs, too.

  When we speak of free software, we are referring to freedom, not price. Our General Public Licenses are designed to make sure that you have the freedom to distribute copies of free software (and charge for this service if you wish), that you receive source code or can get it if you want it, that you can change the software or use pieces of it in new free programs; and that you know you can do these things.

  To protect your rights, we need to make restrictions that forbid anyone to deny you these rights or to ask you to surrender the rights. These restrictions translate to certain responsibilities for you if you distribute copies of the software, or if you modify it.

  For example, if you distribute copies of such a program, whether gratis or for a fee, you must give the recipients all the rights that you have. You must make sure that they, too, receive or can get the source code. And you must show them these terms so they know their rights.

  We protect your rights with two steps: (1) copyright the software, and (2) offer you this license which gives you legal permission to copy, distribute and/or modify the software.

  Also, for each author's protection and ours, we want to make certain that everyone understands that there is no warranty for this free software. If the software is modified by someone else and passed on, we want its recipients to know that what they have is not the original, so that any problems introduced by others will not reflect on the original authors' reputations.

  Finally, any free program is threatened constantly by software patents. We wish to avoid the danger that redistributors of a free program will individually obtain patent licenses, in effect making the program proprietary. To prevent this, we have made it clear that any patent must be licensed for everyone's free use or not licensed at all.

The precise terms and conditions for copying, distribution and modification follow.

GNU GENERAL PUBLIC LICENSE
TERMS AND CONDITIONS FOR COPYING, DISTRIBUTION AND MODIFICATION

0. This License applies to any program or other work which contains a notice placed by the copyright holder saying it may be distributed under the terms of this General Public License. The "Program", below, refers to any such program or work, and a "work based on the Program" means either the Program or any derivative work under copyright law: that is to say, a work containing the Program or a portion of it, either verbatim or with modifications and/or translated into another language. (Hereinafter, translation is included without limitation in the term "modification".) Each licensee is addressed as "you".

Activities other than copying, distribution and modification are not covered by this License; they are outside its scope. The act of running the Program is not restricted, and the output from the Program is covered only if its contents constitute a work based on the Program (independent of having been made by running the Program). Whether that is true depends on what the Program does.

  1. You may copy and distribute verbatim copies of the Program's source code as you receive it, in any medium, provided that you conspicuously and appropriately publish on each copy an appropriate copyright notice and disclaimer of warranty; keep intact all the notices that refer to this License and to the absence of any warranty; and give any other recipients of the Program a copy of this License along with the Program.

You may charge a fee for the physical act of transferring a copy, and you may at your option offer warranty protection in exchange for a fee.

  2. You may modify your copy or copies of the Program or any portion of it, thus forming a work based on the Program, and copy and distribute such modifications or work under the terms of Section 1 above, provided that you also meet all of these conditions:

   a) You must cause the modified files to carry prominent notices stating that you changed the files and the date of any change.

   b) You must cause any work that you distribute or publish, that in whole or in part contains or is derived from the Program or any part thereof, to be licensed as a whole at no charge to all third parties under the terms of this License.

   c) If the modified program normally reads commands interactively when run, you must cause it, when started running for such interactive use in the most ordinary way, to print or display an announcement including an appropriate copyright notice and a notice that there is no warranty (or else, saying that you provide a warranty) and that users may redistribute the program under these conditions, and telling the user how to view a copy of this License. (Exception: if the Program itself is interactive but does not normally print such an announcement, your work based on the Program is not required to print an announcement.)

These requirements apply to the modified work as a whole. If identifiable sections of that work are not derived from the Program, and can be reasonably considered independent and separate works in themselves, then this License, and its terms, do not apply to those sections when you distribute them as separate works. But when you distribute the same sections as part of a whole which is a work based on the Program, the distribution of the whole must be on the terms of this License, whose permissions for other licensees extend to the entire whole, and thus to each and every part regardless of who wrote it.

Thus, it is not the intent of this section to claim rights or contest your rights to work written entirely by you; rather, the intent is to exercise the right to control the distribution of derivative or collective works based on the Program.

In addition, mere aggregation of another work not based on the Program with the Program (or with a work based on the Program) on a volume of a storage or distribution medium does not bring the other work under the scope of this License.

  3. You may copy and distribute the Program (or a work based on it, under Section 2) in object code or executable form under the terms of Sections 1 and 2 above provided that you also do one of the following:

   a) Accompany it with the complete corresponding machine-readable source code, which must be distributed under the terms of Sections 1 and 2 above on a medium customarily used for software interchange; or,

   b) Accompany it with a written offer, valid for at least three years, to give any third party, for a charge no more than your cost of physically performing source distribution, a complete machine-readable copy of the corresponding source code, to be distributed under the terms of Sections 1 and 2 above on a medium customarily used for software interchange; or,

   c) Accompany it with the information you received as to the offer to distribute corresponding source code. (This alternative is allowed only for noncommercial distribution and only if you received the program in object code or executable form with such an offer, in accord with Subsection b above.)

The source code for a work means the preferred form of the work for making modifications to it. For an executable work, complete source code means all the source code for all modules it contains, plus any associated interface definition files, plus the scripts used to control compilation and installation of the executable. However, as a special exception, the source code distributed need not include anything that is normally distributed (in either source or binary form) with the major components (compiler, kernel, and so on) of the operating system on which the executable runs, unless that component itself accompanies the executable.

If distribution of executable or object code is made by offering access to copy from a designated place, then offering equivalent access to copy the source code from the same place counts as distribution of the source code, even though third parties are not compelled to copy the source along with the object code.

  4. You may not copy, modify, sublicense, or distribute the Program except as expressly provided under this License. Any attempt otherwise to copy, modify, sublicense or distribute the Program is void, and will automatically terminate your rights under this

License. However, parties who have received copies, or rights, from you under this License will not have their licenses terminated so long as such parties remain in full compliance.

  5. You are not required to accept this License, since you have not signed it. However, nothing else grants you permission to modify or distribute the Program or its derivative works. These actions are prohibited by law if you do not accept this License. Therefore, by modifying or distributing the Program (or any work based on the Program), you indicate your acceptance of this License to do so, and all its terms and conditions for copying, distributing or modifying the Program or works based on it.

  6. Each time you redistribute the Program (or any work based on the Program), the recipient automatically receives a license from the original licensor to copy, distribute or modify the Program subject to these terms and conditions. You may not impose any further restrictions on the recipients' exercise of the rights granted herein. You are not responsible for enforcing compliance by third parties to this License.

  7. If, as a consequence of a court judgment or allegation of patent infringement or for any other reason (not limited to patent issues), conditions are imposed on you (whether by court order, agreement or otherwise) that contradict the conditions of this License, they do not excuse you from the conditions of this License. If you cannot distribute so as to satisfy simultaneously your obligations under this License and any other pertinent obligations, then as a consequence you may not distribute the Program at all. For example, if a patent license would not permit royalty-free redistribution of the Program by all those who receive copies directly or indirectly through you, then the only way you could satisfy both it and this License would be to refrain entirely from distribution of the Program.

If any portion of this section is held invalid or unenforceable under any particular circumstance, the balance of the section is intended to apply and the section as a whole is intended to apply in other circumstances.

It is not the purpose of this section to induce you to infringe any patents or other property right claims or to contest validity of any such claims; this section has the sole purpose of protecting the integrity of the free software distribution system, which is implemented by public license practices. Many people have made generous contributions to the wide range of software distributed through that system in reliance on consistent application of that system; it is up to the author/donor to decide if he or she is willing to distribute software through any other system and a licensee cannot impose that choice.

This section is intended to make thoroughly clear what is believed to be a consequence of the rest of this License.

  8. If the distribution and/or use of the Program is restricted in certain countries either by patents or by copyrighted interfaces, the original copyright holder who places the Program under this License may add an explicit geographical distribution limitation excluding those countries, so that distribution is permitted only in or among countries not thus excluded. In such case, this License incorporates the limitation as if written in the body of this License.

  9. The Free Software Foundation may publish revised and/or new versions of the General Public License from time to time. Such new versions will be similar in spirit to the present version, but may differ in detail to address new problems or concerns.

Each version is given a distinguishing version number. If the Program specifies a version number of this License which applies to it and "any later version", you have the option of following the terms and conditions either of that version or of any later version published by the Free Software Foundation. If the Program does not specify a version number of this License, you may choose any version ever published by the Free Software Foundation.

  10. If you wish to incorporate parts of the Program into other free programs whose distribution conditions are different, write to the author to ask for permission. For software which is copyrighted by the Free Software Foundation, write to the Free Software Foundation; we sometimes make exceptions for this. Our decision will be guided by the two goals of preserving the free status of all derivatives of our free software and of promoting the sharing and reuse of software generally.

NO WARRANTY

  11. BECAUSE THE PROGRAM IS LICENSED FREE OF CHARGE, THERE IS NO WARRANTY FOR THE PROGRAM, TO THE EXTENT PERMITTED BY APPLICABLE LAW. EXCEPT WHEN OTHERWISE STATED IN WRITING THE COPYRIGHT HOLDERS AND/OR OTHER PARTIES PROVIDE THE PROGRAM "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. THE ENTIRE RISK AS TO THE QUALITY AND PERFORMANCE OF THE PROGRAM IS WITH YOU. SHOULD THE PROGRAM PROVE DEFECTIVE, YOU ASSUME THE COST OF ALL NECESSARY SERVICING, REPAIR OR CORRECTION.

  12. IN NO EVENT UNLESS REQUIRED BY APPLICABLE LAW OR AGREED TO IN WRITING WILL ANY COPYRIGHT HOLDER, OR ANY OTHER PARTY WHO MAY MODIFY AND/OR REDISTRIBUTE THE PROGRAM AS PERMITTED ABOVE, BE LIABLE TO YOU FOR DAMAGES, INCLUDING ANY GENERAL, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF THE USE OR INABILITY TO USE THE PROGRAM (INCLUDING BUT NOT LIMITED TO LOSS OF DATA OR DATA BEING RENDERED INACCURATE OR LOSSES SUSTAINED BY YOU OR THIRD PARTIES OR A FAILURE OF THE PROGRAM TO OPERATE WITH ANY OTHER PROGRAMS), EVEN IF SUCH HOLDER OR OTHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.