



# license

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AUTHOR

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## NAME

license - Display the CacheGuard-OS License Agreement

## START of CacheGuard-OS License Agreement

### 1. CacheGuard-OS LICENSE - Version 2.5

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### 2. PERMITTED USES and RESTRICTIONS

This License allows you to use each instance of CacheGuard-OS on **one** and only one logical machine (hardware or virtual machine) represented by a unique Serial Number and possibly a License Key issued by CACHEGUARD for a predefined period of time and supported capacity. In case where CG-OS is installed as a forwarding *gateway* system, the number of users for which CG-OS is installed represents the supported capacity. In this case, you expressly acknowledge that these users exist and are under your responsibility. In case where CG-OS is installed as a reverse *gateway* system (to protect your servers), the number of simultaneous users for which CG-OS is installed represents the supported capacity. In this case, you expressly acknowledge that those servers exist and are under your responsibility. In case where CG-OS is installed as a *manager* system, the number of managed gateways for which CG-OS is installed represents the supported capacity. THE SERIAL NUMBER AND THE LICENSE KEY CANNOT BE CHANGED ONCE A COPY OS CG-OS IS INSTALLED AND REGISTRED.

By installing CG-OS on your own machine (hardware or virtual), your machine becomes bound to CG-OS for as long as CG-OS runs on that machine. The aggregation of your machine and CG-OS forms an appliance (collectively APPLIANCE). You consent that some technical information regarding that APPLIANCE (Ethernet address, installed number of users, version...) may be electronically transmitted to CACHEGUARD and registered for license controlling purposes.

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The License is valid only for the CG-OS version officially released and current at the date when is activated (the 'Initial Date'), and for the newer maintenance versions officially released within the subscription period starting on the Initial Date (the 'Initial Maintenance Period'). Your rights under this License will terminate automatically without notice from CACHEGUARD if you fail to comply with any term(s) of this

License.

### **3. FUTURE VERSIONS**

CACHEGUARD may from time to time develop new versions of CG-OS. Nothing in this Agreement shall obligate CACHEGUARD to develop any particular update or enhancement. CACHEGUARD may choose to implement new features and/or components of the CG-OS that require a new License. You are not obligated to use new licenses if you choose not to use those new features and/or components. Please refer to the "CacheGuard Support Services Agreement" for further information on this topic.

### **4. PERIODICALLY-LICENSED SERVICES**

CG-OS operates as a service for a predefined supported capacity and a predefined period of time. Service renewal must be purchased from CACHEGUARD (or its official partners) to enable CG-OS after the end of each period of time.

### **5. DISCLAIMER of WARRANTY on CG-OS**

You expressly acknowledge and agree that use of the CG-OS is at your sole risk. The CG-OS is provided 'AS IS' and without warranty of any kind and CACHEGUARD EXPRESSLY DISCLAIMS ALL WARRANTIES AND/OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES AND/OR CONDITIONS OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. CACHEGUARD DOES NOT WARRANT THAT THE FUNCTIONS CONTAINED IN THE CG-OS WILL MEET YOUR REQUIREMENTS, OR THAT THE OPERATION OF THE CG-OS WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT DEFECTS IN THE CG-OS WILL BE CORRECTED. FURTHERMORE, CACHEGUARD DOES NOT WARRANT OR MAKE ANY REPRESENTATIONS REGARDING THE USE OR THE RESULTS OF THE USE OF THE CG-OS IN TERMS OF THEIR CORRECTNESS, ACCURACY, RELIABILITY, OR OTHERWISE. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY CACHEGUARD OR A CACHEGUARD AUTHORIZED REPRESENTATIVE SHALL CREATE A WARRANTY OR IN ANY WAY INCREASE THE SCOPE OF THIS WARRANTY. SHOULD THE CACHEGUARD PROVE DEFECTIVE, YOU (AND NOT CACHEGUARD OR A CACHEGUARD AUTHORIZED REPRESENTATIVE) ASSUME THE ENTIRE COST OF ALL NECESSARY SERVICING, REPAIR OR CORRECTION.

### **6. LIMITATION of LIABILITY**

UNDER NO CIRCUMSTANCES, INCLUDING NEGLIGENCE, SHALL CACHEGUARD BE LIABLE FOR ANY INCIDENTAL, SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATING TO THIS LICENSE. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES SO THIS LIMITATION MAY NOT APPLY TO YOU. In no event shall CACHEGUARD's total liability to you for all damages exceed the amount paid for this License.

### **7. Export Law Assurances**

You may not use or otherwise export or reexport CG-OS except as authorized by the UK (United Kingdom) law and the laws of the jurisdiction in which CG-OS were obtained. In particular, but without limitation, CG-OS may not be exported or reexported (i) into (or to a national or resident of) any UK embargoed country or (ii) to anyone on the UK Treasury Department's list of Specially Designated Nationals or the UK Department of Commerce's Table of Denial Orders. By using CG-OS, you represent and warrant that you are not located in, under control of, or a national or resident of any such country or on any such list.

### **8. Controlling Law and Severability**

If there is a local subsidiary of CACHEGUARD in the country in which CG-OS is purchased, then the local law in which the subsidiary sits shall govern this license. Otherwise, this License shall be governed by the laws of the UK. If for any reason a court of competent jurisdiction finds any provision, or portion thereof, to be unenforceable, the remainder of this License shall continue in full force and effect.

### **9. SSL mediation and Privacy**

The SSL mediation feature integrated into CG-OS is to decrypt HTTPS traffic in order to cache and/or inspect its contents and possibly block unwanted contents. As HTTPS aims to give users privacy and security, its decrypting in the middle (before reaching the final client) may violate ethical norms and may be illegal in your jurisdiction. By activating the SSL mediation feature you expressly acknowledge that you understand what you are doing and accept that underlying consequences are fully under your responsibility.

### **10. Complete Agreement**

This License constitutes the entire agreement between the parties with respect to the use of the CG-OS and supersedes all prior or contemporaneous understandings regarding such subject matter. No amendment to or modification of this License will be binding unless in writing and signed by CACHEGUARD.

# END of CacheGuard-OS License Agreement

## AUTHOR

**CacheGuard Technologies Ltd** <[www.cacheguard.com](http://www.cacheguard.com)>

Send bug reports or comments to the above author.

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