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YOU SHALL HAVE NO RIGHT TO INSTALL OR USE THE SOFTWARE OR TO RECEIVE ANY SUPPORT & MAINTENANCE SERVICES THAT YOU MAY HAVE ORDERED UNLESS YOU HAVE RECEIVED A COPY OF THE SOFTWARE FROM VERSA NETWORKS OR A VERSA NETWORKS-AUTHORIZED PARTNER OR RESELLER (COLLECTIVELY, AN "APPROVED SOURCE"), AND (II) YOU ACCEPT ALL TERMS OF THIS AGREEMENT.

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BY CLICKING "ACCEPT," "AGREE," OR ANY SIMILAR BUTTON, OR BY OTHERWISE INDICATING ASSENT ELECTRONICALLY, YOU AGREE TO BE BOUND BY THE TERMS AND CONDITIONS OF THIS AGREEMENT. SUCH ACCEPTANCE SHALL BE DEEMED TO HAVE THE SAME LEGAL EFFECT AS A HANDWRITTEN SIGNATURE AND SHALL BE BINDING UNLESS THE PARTIES HAVE EXPRESSLY AGREED OTHERWISE IN WRITING.

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SOFTWARE END USER LICENSE AGREEMENT

This Versa Networks End User License Agreement ("**Agreement**") governs Your rights and duties with respect to the Software. Capitalized terms used in this Agreement are defined in Section "Definitions". The terms "Customer," "you," "your," and "yours" refer to you, the end customer and user of the "Software" whether obtained directly from Versa or through one of our authorized channel partners. For the purposes of this Agreement, "Software" is defined as Versa Secure SD-WAN, Versa Next Generation Firewall, Versa Secure SD-LAN, Versa Private SASE that is hosted in the Customer premises or datacenter with no Versa managed orchestration or headend.

1. License Grant

- a. When You purchase or rightfully receive a license to a Software product, Versa grants You a worldwide, non-exclusive, non-transferrable right to install and use that Software for the term stated in Your Proof of Entitlement.
- b. Your use of the Software may not exceed the quantity of License Metric units that You purchased,
- c. You may install and use the Software on any device that supports it. You may make a reasonable number of back-up copies of the Software, provided each copy contains all of the original copyright, trademark and other proprietary notices, and such back-up copies shall not count against the quantity of License Metric units.

2. Licensing Model

Software offered by Versa for production or commercial application employs no programmatic license enforcement. It is Your responsibility to purchase sufficient License Metric units to meet Your Software usage and select that in the License Manager application of V.Director. Versa also expects You to report your license usage in periods defined in your contract, Versa reserves the right to verify Proof of Entitlement and corresponding Software usage as defined in Section "Recordkeeping and Audits".

3. Term of License

a. Subscription License. Unless Your commercial agreement (Enterprise License Agreement (ELA) or Master Services Agreement (MSA)) states otherwise, the term of the Subscription Licenses will be 12, 36 or 60 months from the date & time of activation. The term of Your Subscription License is subject to the actions and status as defined in Section "License Restrictions, Limitations and Prohibitions".

b. Renewals. All subscriptions must be renewed to remain in effect. Subscription License and renewals are further subject to terms of Versa's EOL and EOS policies and procedures set forth in the "SSA" document.

c. Terminate: If You opt not to renew, Your subscription(s) will terminate at the end of the term. See the Section "Termination" for more information.

d. Modify: Subscription License may be modified during the term to a higher solution tier and/or capacity. Once ongoing subscription is modified, it is assumed that existing license is terminated and subsequently new Subscription License begins which will co-terminate with all existing licenses. Any remaining license value will be credited towards the new subscription license.

4. Support & Maintenance Services

- a. General. Subject to its EOL/EOS Policies, Versa makes available the support & maintenance services (the "**Support & Maintenance Services**") described in the **SSA**. All Support & Maintenance Services are subject to the terms and conditions of the SSA and this EULA.
- b. Subscription License. During the term of the paid Subscription, Versa shall provide applicable Support & Maintenance Services . Notwithstanding the foregoing, Versa's Support & Maintenance Services may include premium tier support services which shall be subject to additional fees. These fees shall be outlined in a separate fee schedule, supplemental agreement, ordering document or invoice provided to You. You agree to pay all applicable fees for any premium tier support services in accordance with the payment terms specified therein.
- c. Updates. During the term of a paid subscription, updates are made available to You via Versa Networks software delivery repositories, Your rights with respect to the Update are subject to the terms of this Agreement, the then-current applicable SSA or the then-current EOL/EOS Policies.

5. License Restrictions, Limitations and Prohibitions

Notwithstanding any other term of this Agreement, You shall ***not***, directly or indirectly:

- a. Decompile, disassemble or reverse engineer the Software or modify, unbundle, or create derivative works based on the Software, except as expressly permitted by applicable law without the possibility of contractual waiver. If the law requires Versa to provide interface information to You to adapt the Software, Versa, at its option, may either (A) provide the information to You subject to Your acceptance of non-disclosure and use limitation terms that Versa reasonably requires, or (B) perform that adaptation itself at a reasonable charge for services.
- b. Copy the Software except for archival purposes or as necessary for You to install and make use of the Software as expressly licensed by Versa. Archival copies shall not count against the License Metric quantities.
- c. Detach or separate any libraries, files, modules or other components embedded within a Software product or within a particular software image you have received even if any such library, file, module or other component is separately licensable, or use any such modules, files or other components separately from the Software product or software image in which it is embedded (except to the extent that a documented feature of the Software product is implemented by doing so);
- d. Furnish any copy of the Software or other means of access to the Software to any third party other than to Your contractor(s) solely for Your benefit in performing its contract services for You and in that case only if that contractor has agreed to adhere to the terms of this Agreement. If You do furnish Software or access to Software to Your contractor(s), You shall remain fully and primarily responsible to Versa for compliance with all provisions of this Agreement;
- e. Remove (or, if the license includes the right to make copies of the Software, fail to include in those copies) any readme files notices, disclaimers, marks and labels included in the Software as delivered by Versa; or
- f. Use or allow use of the Software in violation of any applicable law or regulation or to support or facilitate any illegal activity.

6. License and Maintenance Contract fees & Taxes

Fees. Unless otherwise specified in Your commercial agreement (ELA or MSA), or a separate written agreement, All fees are due and payable based on the terms in Your commercial agreement or Order document.

7. Termination

Versa may suspend your use of the Software at any time if Versa reasonably believes that you have breached the terms of Sections 5, 8, 9, or 16; if such breach remains uncured for 10 days following receipt of notice from Versa, then Versa may terminate this Agreement immediately. You may terminate this Agreement for cause if we breach any material obligation of ours under this Agreement and fail to cure such breach within 10 days following receipt of written notice from you. If you terminate this Agreement for cause, you will receive a refund equal to the remaining credit value of the subscription.

- a. Effect of Termination or Expiration. Upon any termination or expiration of this Agreement, the Licenses and the Support Services will automatically terminate.
- b. Early Termination Fee. In the event of termination prior to the subscription end date, a 10% early termination fee is applied, unless that Early Termination Fee is larger than the remaining credit value of the subscription, or otherwise as stated in your commercial agreement (ELA or MSA).
- c. Termination for Insolvency. Either party may terminate Agreement, effective immediately upon written notice, if the other party becomes the subject of a voluntary or involuntary petition in bankruptcy or any proceeding relating to insolvency, receivership, liquidation or composition for the benefit of creditors, if that petition or proceeding is not dismissed with prejudice within sixty (60) days after filing.

8. Recordkeeping and Audit

- a. Your Duty to Monitor Use. You agree to regularly monitor Your use of all Software and generate accurate, complete and auditable records of levels of that use and report any access use to Versa.
- b. Reports of Excess Use; Purchase of Additional License Metric Units. If at any time Your maximum level of use of the Software exceeds the number of License Metric units You have purchased, then on or before ten days after the last day of the calendar quarter in which Your level of use first exceeded that limit, unless your commercial agreement states otherwise, You agree to (i) notify Versa or Versa Authorized Partner of Your maximum level of use and (ii) agree to order and purchase additional Licenses or upgrade to a license tier that exceeds the maximum purchased entitled level of use of the Software during such calendar quarter.
- c. Versa's Right to Audit. In order to enable Versa or Versa Authorized Partner to verify Your compliance with this Agreement, You shall, throughout the Term of License and for three years thereafter, provide to Versa or Versa Authorized Partner and its professional advisors access to such facilities, personnel, records and reports as reasonably necessary for reasonable inspection and copying to validate compliance with this Agreement.
- d. If any inspection under subsection 8.c discloses that You used the Software in excess of applicable License Metric units and failed timely to comply with subsection 8.b, then on notice of the inspection results, You shall immediately:
 - You agree to (i) notify Versa or Versa Authorized Partner of Your maximum level of use and (ii) agree to order and purchase additional Licenses or upgraded license tiers, that exceed the purchased entitled maximum level of use of the Software during such calendar quarter.
 - if applicable, purchase and pay for Support & Maintenance Contracts sufficient to cover Your new total number of Licenses;
 - pay late payment fees accruing on the purchase price of such additional Licenses and on the amount of underpayment in respect of contracts purchased or required for an applicable Support & Maintenance Services at a rate of 1% per month for each calendar month since the month on which Your use first

exceeded Your License Metric units; and pay the reasonable costs incurred by Versa in conducting the audit.

- The remedy stated in this Section 8.d is in addition to any other remedy Versa may otherwise have.

9. Confidential Information

The parties will protect each other's Confidential Information. The party receiving Confidential Information will exercise at least the same degree of care that it uses to protect its own Confidential Information of a similar nature, but in no event less than reasonable care. Confidential Information does not include information that (a) is or was lawfully received by the recipient from another party without confidentiality obligations, (b) becomes available in the public domain through no action or inaction of the recipient, or (c) is developed independently by the recipient without reference to the discloser's Confidential Information.

10. Your Data

Except otherwise stated herein or agreed by the parties separately in writing, You shall not disclose or provide Versa or Versa Authorized Partner access to any personally-identifiable information, whether in data or any other form. You shall be solely responsible for all consequences of any such disclosure or grant of access.

11. Consent to End User Collected Data

By using Versa's Software, you consent to Versa collecting and using technical data and related information. This includes details about your devices, servers, system and application software, peripherals, and unique device identifiers. This data is collected periodically to provide Software updates, store user data, offer product support, and other related services. You hereby acknowledge and agree that Versa may collect and analyze Aggregated Data derived from Your use of the Software. "**Aggregated Data**" shall mean the data that has been combined with data from other users or customers and cannot be used to identify or isolate any individual user. Versa may use Aggregated Data for purposes such as improving the Software, associated services including improving security efficacy, conducting market research, and developing new products or features. Versa may further collect any suggestions, comments, or other feedback provided by You and Your users regarding the use, operation, or functionality of the Software ("**Feedback**"). This Feedback may be gathered through various means, including but not limited to surveys, emails, phone calls, and in-app prompts. You agree that Versa may use the Feedback for any purpose, including but not limited to improving the Software, developing new features, enhancing security efficacy and Support Services. Versa shall retain all rights, title, and interest in and to the Aggregated Data and Feedback.

By using the Software, You agree that Versa may process all data in accordance with its Privacy Policy available at www.versa-networks.com/privacy-policy.

12. Ownership

Versa and Versa's licensors, respectively, retain exclusive ownership of all right, title, and interest of all intellectual property in and to the Software. Nothing in this Agreement constitutes a sale or other transfer or conveyance of any right, title, or interest in the Software.

13. **A. Limited Warranty & Disclaimer:** Versa warrants for Your sole benefit that for a period of thirty (30) days from the commencement of the license term (herein, the "*Warranty Period*"), the Software delivered, shall be confirm in all material respects to Versa's published specifications under normal authorized use consistent with the product instructions. You may not make a warranty claim after lapse of the Warranty Period.

VERSA DISCLAIMS ANY WARRANTY, REPRESENTATION OR ASSURANCE THAT THE SOFTWARE, OR ANY EQUIPMENT OR NETWORK RUNNING THE SOFTWARE, WILL OPERATE WITHOUT ERROR OR INTERRUPTION, OR WILL BE FREE OF VULNERABILITY TO INTRUSION OR ATTACK. EXCEPT AS EXPRESSLY PROVIDED IN THIS SECTION, TO THE MAXIMUM EXTENT PERMITTED BY LAW, VERSA DISCLAIMS ALL WARRANTIES IN AND TO THE SOFTWARE (WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE), INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NONINFRINGEMENT, SATISFACTORY QUALITY, NON-INTERFERENCE, ACCURACY OF INFORMATIONAL CONTENT, OR ARISING FROM A COURSE OF DEALING, LAW, USAGE, OR TRADE PRACTICE. TO THE EXTENT AN IMPLIED WARRANTY CANNOT BE EXCLUDED, THAT WARRANTY IS LIMITED IN DURATION TO THE EXPRESS WARRANTY PERIOD. BECAUSE SOME STATES OR JURISDICTIONS DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, THE ABOVE LIMITATION MAY NOT APPLY. THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM JURISDICTION TO JURISDICTION. THIS DISCLAIMER AND EXCLUSION SHALL APPLY EVEN IF THE EXPRESS WARRANTY FAILS OF ITS ESSENTIAL PURPOSE.

B. Support Service Level: The Service Level Agreement available at <https://support.versa-networks.com/support/solutions/articles/23000012459-versa-support-sla-and-escalation-guideline> is your exclusive remedy for any interruptions in the availability of the Software.

14. Indemnification

a. Versa Indemnification. Versa shall, at its expense, defend any third party claim brought against You that the Software infringes any third party patents, copyright, or registered trademarks (“Claim”) and will indemnify You against the final judgment entered by a court of competent jurisdiction or any settlements arising out of a Claim. This obligation is subject to You: (a) notifying Versa promptly in writing of the Claim; (b) giving Versa the exclusive control of the defense of any Claim (including statements to third parties regarding the claim) and (c) provide reasonable assistance necessary for Versa to perform its obligations hereunder (at Versa’s expense). Notwithstanding foregoing, Versa shall not be responsible for a Claim to the extent caused by: (i) any unauthorized modification, enhancement, or misuse of the Software by You resulting intellectual property rights infringement, where a Claim would not have occurred but for such modification, enhancement, or misuse, (ii) Your failure to use new, updated or corrected versions of the Software, (iii) the combination or integration of the Software with products or information not furnished or authorized by Versa, (iv) use of the Software in a manner not in accordance with the intended purpose or Versa’s instructions.

b. Additional Remedies. In the event any such Claim is brought or threatened, or in Versa’s reasonable opinion is likely to be brought or threatened, Versa may, at its sole option and expense: (a) procure for You the right to continue use of the Software or infringing part thereof; or (b) modify or amend the applicable Software, or infringing part thereof, or replace the applicable Software, or infringing part thereof, with other software or services, as applicable, having substantially the same or better capabilities; or, if , in Versa’s reasonable opinion, neither of the foregoing is commercially practicable, (c) terminate Your rights with respect to the applicable Software and refund the portion of the license fees paid for the period of such term license for the infringing Software occurring after termination.

c. Customer Indemnification. You will indemnify, defend and hold Versa and its shareholders, officers, directors, employees, affiliates and agents (“Versa Indemnified Party”) harmless from and against any and all claims or losses incurred by such Versa Indemnified Party, arising out of any claim, suit, action or proceeding, due to Your breach of Section “*License Restrictions, Limitations and Prohibitions*”.

15. Limitation of Damages

Neither party will be liable for indirect, incidental, exemplary, special, punitive or consequential, damages; loss or corruption of data; or loss of revenues, profits, goodwill, or anticipated sales or savings. In no event will Versa's total cumulative liability to Customer exceed the aggregate amount Customer has paid to Versa or its authorized channel partners to purchase the Software during the prior 12-month period.

16. Compliance with Laws; Export Requirements

You shall comply with all applicable laws and regulations in connection with use of the Software and any Support & Maintenance Services. You acknowledge and agree that the Software as well as related technical data and assistance that may be furnished in the course of the Support & Maintenance Services may contain encryption or encryption technology and are all subject to legal and regulatory controls and restrictions on export and re-export, including those of the U.S. Department of Commerce. You warrant and represent that the Software was not furnished to You as a result of an export or re-export or import in violation of US or other applicable laws or regulations, that You are not on any Denied Persons list or other list published by the US Government of parties to whom exports or re-exports of products subject to export controls are forbidden, that no Software is located in or controlled from a site in a Group E country (Cuba, Iran, North Korea, Syria or Sudan), and that You are not using any Software or technology furnished hereunder or in connection with any Support & Maintenance Services to further activities in support of development, manufacture or use of nuclear fuel or weapons, missiles, or chemical or biological weapons. You further covenant that You will immediately notify Versa if at any time those warranties and representation become no longer accurate. Regardless of any disclosure You might make to Versa of an ultimate destination of the Software, You shall not export, either directly or indirectly, any Software without first obtaining any and all necessary approvals from the U.S. Department of Commerce or any other agency or department of the United States Government is required. You understand and agree that Versa may without liability or breach impose certain restrictions and conditions on Support & Maintenance Services in order to protect against violation of export control laws.

17. Commercial Computer Software

The Software is a "commercial item" as defined at Federal Acquisition Regulation (48 C.F.R.) ("FAR") section 2.101 comprised of "commercial computer software" and "commercial computer software documentation" as those terms are used in FAR 12.212. Consequently, regardless of whether You are the US Government or a department or agency thereof, You shall acquire only those rights with respect to the Software that are set forth in this Agreement and Your Proof of Entitlement.

18. Third Party Software

Any licensor of Versa whose software is embedded in the Software shall be a third party beneficiary with respect to this Agreement, and that licensor shall have the right to enforce this Agreement in its own name as if it were Versa. In addition, certain third party software may be provided with the Software and is subject to the accompanying license(s), if any, of its respective owner(s). To the extent portions of the Software are distributed under and subject to open source licenses obligating Versa to make the source code for those portions publicly available (such as the GNU General Public License ("GPL") or the GNU Lesser General Public License ("LGPL")), Versa will make those source code portions (including Versa modifications, as appropriate) available upon request for a period of up to three years from the date of distribution. You may obtain a copy of the GPL at <http://www.gnu.org/licenses/gpl.html>, and a copy of the LGPL at <http://www.gnu.org/licenses/lgpl.html>, and a copy of the LGPL at

<http://www.gnu.org/licenses/lgpl.html>. Open source information and information on contacting Versa can be found at [http://www.versa-networks.com /support](http://www.versa-networks.com/support).

19. **Force Majeure**

Except for Your duty to make payment for Software or Services, and except for Your unauthorized installation or use of Software, neither party will be responsible for any failure or delay in its performance due to causes beyond its reasonable control, including, but not limited to, acts of God, war, riot, embargoes, acts of civil or military authorities, fire, floods, earthquakes, accidents, strikes, or fuel crises ("Force Majeure"), provided that the party gives prompt written notice thereof to the other party and uses its diligent efforts to resume performance. Either party shall be entitled to terminate this Agreement if the Force Majeure event continues for a period of one month.

20. **Miscellaneous**

This Agreement together with the applicable commercial agreement (ELA or MSA) and SSA, constitutes the entire agreement between the parties regarding its subject matter and supersedes all prior agreements, and understandings regarding the Products. This Agreement may not be amended or modified except by a writing executed by the duly authorized representatives of both parties. Failure to exercise any right under this agreement will not constitute a waiver. This Agreement (including all documents incorporated herein), shall be governed by the laws of the State of California (without reference to its conflicts of laws principles). Any report or notice under this Agreement shall be given in writing, if to Versa then by email to info@versa-networks.com or by mail or courier to 6001 America Center Dr, Suite 400, Santa Clara, CA 95002 USA attn.: Legal. If You and an authorized representative of Versa have signed a valid separate written agreement governing Your use of any Software licensed from Versa, then that signed agreement will take precedence over any inconsistent terms of this Agreement. Versa may at any time post on its website (or that of its affiliates) modifications or restatements of the Agreement, SSA, EOL/EOS Policies or any other policy or guideline referenced in this Agreement or the SSA. Any such modification shall govern, but only during an extension or renewal term or reinstatement period which begins after posting of the modification.

21. **Use of Customer's Name**

Versa may use Customer's name and may disclose that Customer is a licensee of Versa's Software in Versa advertising, press, promotion and similar public disclosures with respect to the Software, including displaying Customer's logo on www.versa-networks.com; provided, however, that such advertising, promotions or similar public disclosures shall not indicate that Customer in any way endorses any Versa products, without prior written permission from Customer. Customer agrees that, upon Customer's public announcement of product designed with or containing Versa Software, Versa may publicly disclose the nature of the Versa involvement in said product.

22. **Severability**

If any portion of this Agreement is held invalid, the Parties agree that such invalidity shall not affect the validity of the remainder of this Agreement.

23. **Definitions**

The following terms not defined elsewhere in this Agreement have the respective meanings set below:

- **"SSA"** means Versa Support and Services Agreement /which shall be made available to the Customer upon request.

- **"Approved Source"** is Versa or a partner, distributor or reseller authorized by Versa to distribute or resale the Software and Support & Maintenance Services in the territory in which You are located.
- **"Confidential Information"** is as defined in Section *"Confidential Information"*, above.
- **"Preloaded Software"** means Software that is delivered pre-installed on Versa compatible hardware platforms, together with Updates for that Software.
- **"EOL/EOS Policies"** are as described in <https://support.versa-networks.com/support/solutions/articles/23000021735-eol-eos>
- **"Versa Networks"** or **"Versa"** means Versa Networks, Inc.
- **"License Metric"** means the alphanumeric or statistical descriptor used by Versa (including without limitation network element, code, node, or any other metric) for (i) measuring the Software usage rights and/or (ii) determining the Software licensing and usage pricing.
- **"Proof of Entitlement"** is a Versa order confirmation or other Versa-issued written or electronic confirmation of Versa's grant to You of a license. The Proof of Entitlement must identify You, the Software licensed, the license identifier, any applicable License Metric and, if applicable, the number of units of that License Metric that You purchased, the Term or if it's a Special Purpose License
- A **"Release"** is a particular object code image of a software product that is identified by a Release denomination starting with "x.y" followed by additional image identifying string.
- **"Software"** means the software product identified in the applicable order and/or Your Proof of Entitlement, and includes 1) machine-readable instructions and data, 2) components, files, and modules, 3) any accompanying audio-visual content, and 4) accompanying activation keys, if any, and 5) associated documentation. Except where the context otherwise requires, Software includes any Update of that Software that You rightfully receive under a Subscription or contract for Support & Maintenance Services.
- **"Special Purpose License"** means any of the licenses described in Section *"Term of License"* of the Agreement.
- **"MSA"** means Your Master Services Agreement, Your commercial agreement with Versa.
- **"ELA"** means your Enterprise License Agreement, Your commercial agreement with Versa.
- **"Subscription"** means a license to Software for a finite, fixed term (unless otherwise stated) of use that includes Your right to receive throughout the term of the Subscription and at no additional charge, support and maintenance services under the terms of the Applicable SSA.
- **"Subscription Action"** means an action taken on a Subscription License that results in a change in Subscription Status. For example, an Activate action changes the status of a Subscription License to Active and starts a subscription term.
- **"Subscription Status"** is the current subscription state.
- **"Update"** means software that is an upgrade, bug fix, patch or other revision of Software licensed hereunder that Versa makes generally available free of incremental charge to customers purchasing a Support & Maintenance Contract or Subscription. An Update may be a different revision of the Software that You originally licensed and, therefore, may have a different set of features and functionality.
- **"Version"** means one or more Releases of a particular software product with a common "x.y.z" denomination in the of the Release identifier.

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