



## Y-HPC Linux License Agreement

Through using this computer software package you (END-USER) agree to and are bound by the **TERMS OF THIS AGREEMENT (AGREEMENT)**. If you do not agree to the **TERMS OF THIS AGREEMENT**, you must not use this software and may request a refund from Fixstars Solutions, Inc. ('FSS')

### 1 Relationship with FSS

You, the END-USER understand and agree that your use of FSS's product does not create a legal partnership nor agency relationship between you and FSS. Neither you nor FSS is a partner, an agent, nor has any authority to bind the other.

Y-HPC offers a cluster construction and management suite:

- a) While Y-HPC includes one or more Open Source components, the installer, cluster construction, and cluster management components are proprietary to FSS and are licensed on a per CPU basis. As such, Y-HPC may be used upon only those systems which are licensed by and registered with FSS.
- b) FSS provides Y-HPC to END-USER with rights afforded by this AGREEMENT. END-USER may not distribute nor resell Y-HPC in any fashion.
- c) Y-HPC may be readily upgraded by END-USER via a YDL.net HPC account without intervention or effort on behalf of FSS, for one year from

date of purchase at which point the purchase of an additional year is required to maintain the YDL.net Pro account and associated, on-line services.

### 2 YDL.net HPC

With the purchase of Y-HPC, END-USER receives a YDL.net HPC Account on a private FTP server in order that END-USER may receive fixed, updated, and new Y-HPC software.

- a) The YDL.net HPC Account will be established by a FSS Account Manager.
- b) The duration of the YDL.net HPC Account is for a) one (1) calendar year or the duration of the END-USER Y-HPC license, whichever is greater.
- c) All items made available to END-USER via the YDL.net HPC account are bound by this AGREEMENT.
- d) With termination of the Y-HPC license, the YDL.net HPC Account will be deactivated and returned to a YDL.net Basic status which no longer enables FTP access but does maintain a life-time email account.
- e) The END-USER is enabled to continue to use Y-HPC even if END-USER elects to not renew the Y-HPC License and the YDL.net HPC Account terminates. Y-HPC will not cease to function but will be restricted to its final functioning state without

updates made available from Fixstars Solutions.

### **3 Limited Warranty**

You understand that all information and or software provided to you by FSS is supplied AS IS without warranty of any kind as to its accuracy or completeness. Defective product may be returned or exchanged according to Fixstars Solutions' [Product Return and Exchange Policies](#). To the extent that FSS makes available any products or product information, you understand that FSS is under no obligation to provide updates, enhancements, or corrections, or to notify you of any product changes that FSS may make.

### **4 Consequential Damages**

UNDER NO CIRCUMSTANCES SHALL FSS BE LIABLE FOR, SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL, TORT OR COVER DAMAGES, INCLUDING WITHOUT LIMITATION, DAMAGES RESULTING FROM DELAY OF DELIVERY OR FROM LOSS OF PROFITS, DATA, BUSINESS OR GOODWILL, THAT STEM FROM ANY USE OF THIS SOFTWARE WHETHER OR NOT FSS HAS BEEN ADVISED OR IS AWARE OF THE POSSIBILITY OF SUCH DAMAGES.

### **5 Government End Users**

If this software is supplied to the United States Government this software is classified as *restricted computer software* as is defined in clause 52.227-19 of the FAR. The United States Governments's rights to this software are as provided in clause 52.227-19 of the FAR.