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Stable Patch Access Agreement

Last updated: 10/02/2016

This Stable Patch Access Agreement ("Agreement") allows access to the stable versions of grsecurity® kernel patches. An authorized user includes the individual(s) provided with login credentials directly by Open Source Security, Inc ("the Company"). or others within the organization involved in the stable patch subscription identified to Open Source Security, Inc. (collectively, "the User")

Confidentiality

The User agrees that the User is responsible for maintaining the confidentiality of their login credentials. Disclosure of these credentials is prohibited except as allowed by this agreement.

Redistribution

The User has all rights and obligations granted by grsecurity's software license, version 2 of the GNU GPL. These rights and obligations are listed at <http://www.gnu.org/licenses/old-licenses/gpl-2.0.en.html> (<http://www.gnu.org/licenses/old-licenses/gpl-2.0.en.html>).

Notwithstanding these rights and obligations, the User acknowledges that redistribution of the provided stable patches or changelogs outside of the explicit obligations under the GPL to User's customers will result in termination of access to **future** updates of grsecurity stable patches and changelogs.

Making and using copies of the stable patches within a single organization is not considered redistribution (see the GPL FAQ here: <https://www.gnu.org/licenses/old-licenses/gpl-2.0-faq.en.html#InternalDistribution> [07/07/2017 10:28 PM](https://www.gnu.org/licenses/old-licenses/gpl-2.0-faq.en.html#InternalDistribution) (<https://www.gnu.org/licenses/old-licenses/gpl-2.0-faq.en.html#InternalDistribution>).

If the User has received pricing for the stable patches on a specific product, use of the patches on additional products without the consent of the Company will result in termination of access to **future** updates of grsecurity stable patches and changelogs.

Works Made For Hire

No work performed in the process of grsecurity stable patch maintenance or changes made to the grsecurity patches as part of a support agreement shall be considered "works made for hire". Unless a specific arrangement has been put forth otherwise by the Company, the Company retains all Intellectual Property rights and will publish these changes under the GPL to all customers.

Governing Law

This Agreement shall be governed by and construed in accordance with the laws of Pennsylvania without regard to the conflicts of laws provisions thereof. Exclusive jurisdiction and venue for any action arising under this Agreement is in the federal and state courts having jurisdiction over The Company's principal office, and both parties hereby consent to such jurisdiction and venue for this purpose.

Termination

While the Company aims only to terminate access to the stable patches in the event of willful violation of the terms in this agreement, we reserve the right to revoke access to the stable patches and changelogs at any time for any reason. In the event of termination, the Company will at its own discretion refund payment for any remaining pre-paid period.

Waiver of Liability

The Company is not liable for any claims, damages, costs, expenses or loss of any kind that may be made or incurred as a result of either the User's access or revocation of access to grsecurity stable patches.

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