

SOURCEFIRE VRT CERTIFIED RULES LICENSE AGREEMENT (v. 2.0)

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1. Definitions

1.1. "Appliance" means any hardware device that runs at least one detection engine such as Snort.

1.2 "Commercial Purpose" means the direct or indirect use, reproduction or distribution of any Rule, Modification or Compilation, in whole or in part, that is intended to result in financial gain, economic benefit or other form of consideration to any person or entity involved in such use, reproduction or distribution. Examples of a Commercial Purpose include but are not limited to: (a) integrating the Rules with other software or hardware for sale as a bundled product; (b) licensing, distributing or selling the Rules for a fee; or (c) using the Rules to provide a fee-based service or subscription.

1.3. "Community Rules" means specifically formulated network traffic characteristics and instructions in text form, source code form or object code form (including the structure, sequence, organization and syntax of such network traffic characteristics), and all documentation related thereto, that: (a) are owned by Sourcefire and designated with SIDs of 3,464 and below; or (b) have been developed by a third party and approved by the VRT (Sourcefire's Vulnerability Research Team).

1.4 “Compilation” means a work that combines the Rules or any Modification or portions thereof with any services, programs, code or other products not governed by the terms of this Agreement.

1.5. “Improvements” means a Modification to a Rule (or to a Modified Rule) that corrects a bug, defect, or error in such Rule without affecting the overall functionality of such Rule.

1.6. “Modifications” or “Modified” means any alteration, addition to or deletion from the substance or structure of the Rules (or to a Modified Rule) including, without limitation: (a) an Improvement; (b) any change to the contents of a file containing a Rule or a Modification; (c) any derivative of the Rule or of any Modified Rule; or (d) any new file that contains any part of the Rule or Modified Rule.

1.7. “Registered User” means an individual or entity who has registered on www.snort.org to use the Rules and who is not required to pay a license fee for such use.

1.8. “Rules” means specifically formulated network traffic characteristics and instructions in text form, source code form or object code form (including the structure, sequence, organization and syntax of such network traffic characteristics), and all documentation related thereto, that: (a) have been created, developed, tested and officially approved by the VRT; and (b) are designated with SIDs between 3,465 and 1,000,000. Modifications are considered part of the Rules, however, the Community Rules are not considered part of the Rules definition.

1.9. “Subscriber” means an individual or entity who has registered on www.snort.org to use the Rules as a subscriber and who has paid the applicable license fee for such use.

2. License Grant

2.1. Subscriber Use. If You are a Subscriber, then subject to the terms and conditions of this Agreement, Sourcefire grants You a world-wide and non-exclusive license to: (a) download, install and use the Rules only on that number of Appliances for which You have paid the applicable license fee; (b) Modify the Rules and install and use those Modified Rules consistent with Section 2.1 (a) above; (c) reproduce the Rules as strictly necessary in exercising Your rights under this Section 2.1; and (d) make the Rules and any Modification available to Your consultants, agents and subcontractors for the limited purpose of exercising Your rights under this Section 2.1 provided that such use is in compliance with this Agreement. As a Subscriber You will have access to the Rules promptly upon release by Sourcefire and thirty (30) days before the Rules are made available to Registered Users. Once a Rule or Modification has been made available to Registered Users (i.e. 30 days after release to Subscribers), You may then also distribute such Rule or Modification in accordance with Section 2.2 (c) and Section 2.2 (d) below, as applicable. As a Subscriber You may not distribute the Rules until such 30-day period has lapsed.

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to other Registered Users; (d) distribute any Improvement made generally available to other Registered Users on mailing lists commonly used by the Snort user community as a whole; (e) reproduce the Rules as strictly necessary in exercising the rights under this Section 2.2; and (f) make the Rules and any Modification available to Your consultants, agents and subcontractors for the limited purpose of exercising Your rights under this Section 2.2 provided that such use is in compliance with this Agreement. If You are a Registered User, You acknowledge and agree that the Rules will only be made available to Registered Users thirty (30) days after they have been released to Subscribers.

2.3. Community Rules. The Community Rules are not governed by this Agreement and are separately made available for use under the GNU General Public License (GPL), v2.

2.4 License Limitations; Restrictions. You acknowledge and agree that the Rules are the property of Sourcefire, contain valuable assets and proprietary information of Sourcefire, and are provided to You under the terms and conditions of this Agreement. You agree that You will NOT at any time do any of the following without Sourcefire's prior written consent: (a) use, deploy, modify, license, transfer, display, reproduce, distribute or disclose the Rules or Modifications (even if merged with other materials as a Compilation) other than as allowed under Section 2.1 if You are a Subscriber or under Section 2.2 if You are a Registered User; (b) use, deploy, modify, license, transfer, display, reproduce, distribute or disclose the Rules or Modifications for a Commercial Purpose; (c) share any user authentication information and/or password provided to You by Sourcefire with any third party to allow such party to access Your snort.org account or to otherwise access the Rules; (d) except as provided under Sections 2.1(c)-(d), Sections 2.2(c)-(d) and Section 4, post or make available any Rule or any Modification (in whole or in part) to any individual or entity who has not agreed to the terms and conditions of this Agreement; or (e) alter or remove any copyright notice or proprietary legend contained in or on the Rules or Modifications. Sourcefire reserves the right to limit the time and/or frequency that the Rules are made available for download at www.snort.org. All rights not granted under this Agreement are reserved by Sourcefire.

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6. Representations and Warranties. You represent and warrant that the information that You provide to Sourcefire when registering as either a Registered User or a Subscriber is complete and accurate in all respects, and You have the right, power and authority to so register. If You are a Subscriber, You further represent and warrant that the subscription categories selected (e.g., personal or business use) accurately reflects Your intended use of the Rules.

7. Versions of the Agreement. Sourcefire may publish revised and/or new versions of the Agreement from time to time. Each version of the Agreement will be distinguished by a version number; this Agreement is version 2.0 and replaces version 1.2. Once a Rule has been published under a particular version of the Agreement, You may always use the Rule under the terms of that version of the Agreement which such Rule was acquired. You may also choose to use such Rule under the terms of any subsequent version of the Agreement. No one other than Sourcefire has the right to modify the terms of the Agreement.

8. Warranty Disclaimer. THE RULES AND MODIFICATIONS ARE PROVIDED UNDER THIS AGREEMENT ON AN “AS IS” BASIS, WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES THAT THE RULES OR THE MODIFICATIONS ARE FREE OF DEFECTS, MERCHANTABILITY, FIT FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. THE ENTIRE RISK AS TO PERFORMANCE OF THE RULES AND MODIFICATIONS IS WITH YOU. SHOULD THE RULES OR MODIFICATIONS PROVE DEFECTIVE IN ANY RESPECT, YOU (NOT SOURCEFIRE) ASSUME THE COST OF ANY NECESSARY SERVICING, REPAIR OR CORRECTION. THIS DISCLAIMER OF WARRANTY CONSTITUTES AN ESSENTIAL PART OF THIS AGREEMENT. NO USE OF ANY RULE OR ANY MODIFICATION IS AUTHORIZED HEREUNDER EXCEPT UNDER THIS DISCLAIMER.

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10. Term; Termination. If You are a Registered User this Agreement will remain in effect for as long as You use the Rules, subject to the termination provisions below. If You are a Subscriber this Agreement is effective for a term of one (1) year from the date of purchase of Your license and for all renewal terms thereafter, subject to the termination provisions below. This Agreement and the rights granted hereunder will terminate automatically if You breach any term herein and You fail to cure such breach within thirty (30) days of becoming aware of the breach. Additionally, Sourcefire may terminate this Agreement for convenience at any time by providing You thirty (30) days notice. If You are a Subscriber and Sourcefire terminates this Agreement for convenience, then Sourcefire will provide You a pro-rated refund for the license fees You prepaid for the remaining portion of the term that has been cancelled. Upon any termination or expiration of this Agreement, You must cease use of the Rules and destroy all copies of the Rules. Provisions which, by their nature, must remain in effect beyond the termination of this Agreement shall survive.

11. United States Government Users. The Rules provided under this Agreement are prepared entirely at private expense and are “Commercial Items” as that term is defined in 48 C.F.R. 2.101. The Rules are licensed to U.S. Government end users: (a) only as “Commercial Items”; and (b) with only those rights as are granted to all other users pursuant to the Sourcefire’s standard license agreement. In case of conflict between any FAR and DFARS and this Agreement, the construction that provides greater limitations on the U.S. Government’s rights shall control.

12. Miscellaneous. This Agreement represents the complete agreement concerning the subject matter hereof. If it is impossible for You to comply with any of the terms of this Agreement due to statute, judicial order or regulation then You must comply with all other terms of this Agreement to the maximum extent possible. If any provision of this Agreement is held to be unenforceable, such provision shall be reformed only to the extent necessary to make it enforceable. This Agreement shall be governed by the laws of the State of Maryland, excluding its conflict-of-law provisions. Any litigation relating to this Agreement shall be subject to the jurisdiction of the state and federal Courts serving Howard County, Maryland, with the losing party responsible for costs, including without limitation, court costs and reasonable attorneys’ fees and expenses. You hereby submit to jurisdiction and venue in such courts. The application of the United Nations Convention on Contracts for the International Sale of Goods is expressly excluded. Any law or regulation which provides that the language of a contract shall be construed against the drafter shall not apply to this Agreement. The Rules are subject to export controls under the laws of the United States and other countries. You shall comply with all such laws governing export, re-export, transfer and use of the Rules. You agree not to use or transfer the Rules for any use relating to the operation of nuclear facilities, chemical or biological weapons or missile technology, unless authorized by the U.S. Government by regulation or specific written license. Headings and section references are used for reference only and shall not be used define, limit or describe such section.
