



## **DLT RIDER TO MANUFACTURER END USER TERMS (For Public Sector End Users)**

1. **Scope.** This DLT Rider to Red Hat, Inc. ("Manufacturer") End User Terms ("DLT Rider") establishes the terms and conditions enabling DLT Solutions, LLC ("DLT") to provide Manufacturer's Offerings to Public Sector Government Agencies to include the Federal, State and Local entities (the "Licensee" or "Customer").
2. **Applicability.** The terms and conditions in the attached Manufacturer Terms are hereby incorporated by reference to the extent that they are consistent with Public Sector Laws (e.g., the Anti-Deficiency Act, the Contracts Disputes Act, the Prompt Payment Act, the Anti-Assignment statutes). To the extent the terms and conditions in the Manufacturer's Terms or any resulting Customer Order are inconsistent with the following clauses, they shall be deemed deleted and the following shall take precedence:
  - a. **Advertisements and Endorsements.** Unless specifically authorized by Customer in writing, use of the name or logo of Customer is prohibited.
  - b. **Assignment.** All clauses regarding Assignment are subject to Assignment of Claims and Novation and Change-of-Name Agreements. All clauses governing Assignment in the Manufacturer Terms are hereby deemed to be deleted.
  - c. **Audit.** During the term of a Customer order subject to this Rider: (a) If Customer's security requirements included in the Order are met, Manufacturer or its designated agent may audit Customer's facilities and records to verify Customer's compliance with this Agreement. Any such audit will take place only during Customer's normal business hours contingent upon prior written notice and adherence to any security measures the Customer deems appropriate, including any requirements for personnel to be cleared prior to accessing sensitive facilities. DLT on behalf of the Manufacturer will give Customer written notice of a desire to verify compliance ("Notice"); (b) If Customer's security requirements are not met and upon Manufacturer's request, Customer will provide a written certification, executed by a duly authorized agent of Customer, verifying in writing Customer's compliance with the Customer order; or (c) discrepancies in price discovered pursuant to an audit may result in a charge by the commercial supplier to the Customer however, all invoices must be: i) in accordance with the proper invoicing requirements of the Customer; ii) if there is a dispute then no payment obligation may arise on the part of the Customer until the conclusion of the dispute process, and iii) the audit, if requested by the Customer, will be performed at the Manufacturer's expense.
  - d. **Confidential Information.** Any provisions that require the Licensee to keep certain information confidential are subject to the Freedom of Information Act, and any order by a Court with appropriate jurisdiction.
  - e. **Consent to Government Law / Consent to Jurisdiction.** The validity, interpretation and enforcement of this Rider will be governed by and construed in accordance with the laws of the United States and/or the respective Customer's state. Any Manufacturer Terms that identify the jurisdiction in which a lawsuit may be brought, the law which shall apply to such lawsuit, or the requirements to pursue Alternative Dispute Resolution prior to such lawsuit are deemed to be deleted. All clauses in the Manufacturer Terms referencing equitable remedies are deemed to be deleted.
  - f. **Contractor Indemnities.** DLT shall not be required to indemnify Customer except as explicitly stated in the contract. Any such indemnification requirement shall vest control over the matter with the United States and shall give DLT or the Manufacturer the right to intervene in the proceeding at its own expense through counsel of its own choice.





- g. **Customer.** Customer is the “Ordering Activity”, defined as any entity authorized to use government sources of supply. An individual person shall not be the Licensee or Customer.
- h. **Customer Indemnities.** Customer shall not be required to indemnify DLT except as in accordance with federal statute that expressly permits such indemnification.
- i. **Installation and Use of the Software.** Installation and use of the software shall be in accordance with the Rider and Manufacturer Terms, unless a Customer determines that it requires different terms of use and Manufacturer agrees in writing to such terms in a valid order placed by Customer.
- j. **Force Majeure.** Clauses in the Manufacturer Terms referencing Force Majeure and unilateral termination rights of the Manufacturer are hereby deemed to be deleted.
- k. **Future Fees or Penalties.** All fees and charges are as explicitly set forth in the Customer’s order. Additional fees or penalties such as liquidated damages or license, maintenance or subscription reinstatement fees be incorporated into the contract only by bilateral written agreement of the parties. Any clauses imposing additional fees or penalties automatically in Manufacturer’s Terms are hereby deemed to be deleted.
- l. **Renewals.** All Manufacturer Terms clauses that violate the Anti-Deficiency Act or which permit automatic renewal are hereby deemed to be deleted.
- m. **Taxes.** Taxes are subject to applicable jurisdiction regulations, which provides that the contract price includes all federal, state, local taxes and duties.
- n. **Termination.** Clauses in the Manufacturer Terms referencing termination or cancellation are hereby deemed to be deleted. Both DLT and Customer’s termination rights shall be governed by Contract Dispute Acts of the jurisdiction in which the transaction occurs.
- o. **Third Party Terms.** No entity shall have privity of contract with the United States with respect to any third-party product or service, referenced in the Manufacture’s Terms unless expressly stated in Customer’s order. Absent agreement by Customer to the contrary, third parties shall have no rights or obligations with respect to such agreements vis-à-vis the United States.
- p. **Waiver of Jury Trial.** All clauses referencing waiver of jury trial in the Manufacturer Terms are hereby deemed to be deleted.

**Incorporation of Manufacturer Terms.** Attached hereto are the Manufacturer Terms. As part of this Rider, the following Terms are incorporated by reference and made a part of this Rider except as modified as set forth above.



## RED HAT 3SCALE API MANAGEMENT PLATFORM, ON PREMISE END USER LICENSE AGREEMENT



PLEASE READ THIS END USER LICENSE AGREEMENT CAREFULLY BEFORE USING SOFTWARE FROM RED HAT. BY USING RED HAT SOFTWARE, YOU SIGNIFY YOUR ASSENT TO AND ACCEPTANCE OF THIS END USER LICENSE AGREEMENT AND ACKNOWLEDGE YOU HAVE READ AND UNDERSTAND THE TERMS. AN INDIVIDUAL ACTING ON BEHALF OF AN ENTITY REPRESENTS THAT HE OR SHE HAS THE AUTHORITY TO ENTER INTO THIS END USER LICENSE AGREEMENT ON BEHALF OF THAT ENTITY. IF YOU DO NOT ACCEPT THE TERMS OF THIS AGREEMENT, THEN YOU MUST NOT USE THE RED HAT SOFTWARE. THIS END USER LICENSE AGREEMENT DOES NOT PROVIDE ANY RIGHTS TO RED HAT SERVICES SUCH AS SOFTWARE MAINTENANCE, UPGRADES OR SUPPORT. PLEASE REVIEW YOUR SERVICE OR SUBSCRIPTION AGREEMENT(S) THAT YOU MAY HAVE WITH RED HAT OR OTHER AUTHORIZED BUSINESS PARTNERS REGARDING SERVICES AND ASSOCIATED PAYMENTS.

This end user license agreement ("**EULA**") governs the use of the Red Hat 3Scale API Management Platform, On Premise software and any related updates, upgrades, versions, appearance, structure and organization (the "**Program**"), regardless of the delivery mechanism.

**1. License Grant.** Subject to the terms of this EULA, Red Hat, Inc. and its affiliates ("**Red Hat**") grant to you a non-transferable, non-exclusive, worldwide, non-sublicensable, limited, revocable license to use the Program(s) for the term of your Subscription to Red Hat 3Scale API Management Platform, On Premises. Except for the files identified in Attachment A-1, the Program contains components licensed under open source licenses and this EULA is not intended to limit your rights under, or grant you rights that supersede, the license terms of any open source software packages that may be made available with the Program. The license agreement for the open source software is located in the software component's source code or in a license file provided with the Program.

**2. Intellectual Property Rights.** The Program and each of its components is owned by Red Hat and other licensors and is protected under copyright law and under other laws as applicable. Title to the Program and any component, or to any copy, modification, or merged portion shall remain with Red Hat and other licensors, subject to the applicable license. The "Red Hat" trademark and the "Shadowman" logo are registered trademarks of Red Hat in the U.S. and other countries. This EULA does not permit you to distribute the Program or its components using Red Hat's trademarks, regardless of whether the copy has been modified. Except as set forth in Section 1 above, the EULA does not authorize you (nor may you allow any third party) to: (a) copy, distribute, reproduce, or allow third party access to the Programs; (b) decompile, disassemble, reverse engineer, translate, modify, convert or apply any procedure or process to the Programs in order to ascertain and/or appropriate for any reason or purpose, the Program's source code or source listings or process contained in the Program (except as permitted under applicable law or as set forth above); (c) execute or incorporate other software (except for approved software as appears in the documentation or specifically approved by Red Hat in writing) into the Program, or create a derivative work; (d) remove any trademarks, trade names or titles, copyrights legends or any other proprietary marking on the Program; (e) disclose the results of any benchmarking of the Program, without prior written consent from Red Hat, to any third party; (f) attempt to circumvent any user limits or other license, or use restrictions that are built into, defined or agreed upon, regarding the Program.

**3. Limited Warranty.** To the maximum extent permitted under applicable law, the Program and the components are provided and licensed "as is" without warranty of any kind, express or implied, including the implied warranties of merchantability, non-infringement or fitness for a particular purpose.

**4. Limitation of Remedies and Liability.** To the maximum extent permitted by applicable law, your exclusive remedy under this EULA is to return any defective media within 30 days of delivery along with a copy of your payment receipt and Red Hat, at its option, will replace it or refund the money you paid for the media. **To the maximum extent permitted under applicable law, under no circumstances will Red Hat, its affiliates, any Red Hat authorized distributor, or the licensor of any component provided to you under this EULA be liable to you for any incidental or consequential damages, including lost profits or lost savings arising out of the use or inability to use the Program or any component, even if Red Hat, its affiliates, an authorized distributor and/or licensor has been advised of the possibility of such damages. In no event shall Red Hat's or its affiliates' liability, an authorized distributor's liability or the liability of the licensor of a component provided to you under this EULA exceed the amount that you paid to Red Hat for the media under this EULA.**

**5. Export Control.** As required by the laws of the United States and other countries, you represent and warrant that you: (a) understand that the Program and their components may be subject to export controls under the U.S. Commerce Department's Export Administration Regulations ("**EAR**"); (b) are not located in a prohibited destination country under the EAR or U.S. sanctions regulations (currently Cuba, Iran, North Korea, Sudan and Syria, subject to change as posted by the United States government); (c) will not export, re-export, or transfer the Program to any prohibited destination or persons or entities on the U.S. Bureau of Industry and Security Denied Parties List or Entity List, or the U.S. Office of Foreign Assets Control list of Specially Designated Nationals and Blocked Persons, or any similar lists maintained by other countries, without the necessary export license(s) or authorization(s); (d) will not use or transfer the Program for use in connection with any nuclear, chemical or biological weapons, missile technology, or military end-uses where prohibited by an applicable arms embargo, unless authorized by the relevant government agency by regulation or specific license; (e) understand and agree that if you are in the United States and export or transfer the Programs to

eligible end users, you will, to the extent required by EAR Section 740.17(e), submit semi-annual reports to the Commerce Department's Bureau of Industry and Security, which include the name and address (including country) of each transferee; and (f) understand that countries including the United States may restrict the import, use, or export of encryption products (which may include the Program and the components) and agree that you shall be solely responsible for compliance with any such import, use, or export restrictions.

**6. General.** If any provision of this EULA is held to be unenforceable, that shall not affect the enforceability of the remaining provisions. This agreement shall be governed by the laws of the State of New York and of the United States, without regard to any conflict of laws provisions. The rights and obligations of the parties to this EULA shall not be governed by the United Nations Convention on the International Sale of Goods.

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## **ATTACHMENT A-1 TO THE RED HAT END USER LICENSE AGREEMENT**

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Red Hat 3Scale API Management Platform, On Premise file directories:

- /app
- /assets
- /bin
- /config
- /contrib
- /db
- /doc
- /docs
- /features
- /lib
- /openshift
- /public
- /script
- /spec
- /test