



## GATEWAY CONTAINER IMAGE LICENSE

This BlueCat Gateway Container Image License (the “**License**”) governs your access to and use of our docker container image that includes, among other software, our proprietary software known as ‘BlueCat Gateway’ (such software, “**Gateway**”, and such container image, the “**Gateway Container Image**”). If you (or the entity on whose behalf you are entering into this License) are: (i) domiciled in the United States or Japan, then this License forms an agreement between you and BlueCat Networks (USA) Inc., a Delaware corporation; (ii) apart of the Federal or State US Government, then this License forms an agreement between you and BlueCat Federal USA, Inc., a Delaware corporation; or (iii) domiciled outside the United States or Japan, and not apart of the Federal or State US Government, then this License forms an agreement between you and BlueCat Networks, Inc., an Ontario corporation (the applicable entity with whom you are contracting with, “**BlueCat**”, “**us**”, “**we**”, “**our**”). The term “**you**” refers to the person or entity installing, downloading, accessing or otherwise using Gateway Container Image (“**use**” or “**using**” in this License will mean any of the foregoing), the term “**Parties**” refers to both you and us, and the term “**Party**” refers to either you or us, as applicable.

**BY USING GATEWAY CONTAINER IMAGE, YOU: (A) REPRESENT AND WARRANT THAT YOU HAVE A LICENSE TO USE OUR PROPRIETARY SOFTWARE SOLUTION KNOWN AS ‘BLUECAT ADDRESS MANAGER’ (THE “BLUECAT ADDRESS MANAGER”) AND THAT YOU HAVE AN ACTIVE MAINTENANCE SUBSCRIPTION FOR EACH INSTANCE OF THE BLUECAT ADDRESS MANAGER; AND (B) AGREE TO BE BOUND BY AND COMPLY WITH THIS LICENSE, AS UPDATED FROM TIME TO TIME IN ACCORDANCE WITH SECTION 1. IF YOU DO NOT HAVE A LICENSE TO USE THE BLUECAT ADDRESS MANAGER OR YOUR RELATED MAINTENANCE SUBSCRIPTION HAS LAPSED, YOU MAY NOT USE THE GATEWAY CONTAINER IMAGE AND WILL DELETE ALL COPIES OF THE GATEWAY CONTAINER IMAGE IN YOUR POSSESSION OR CONTROL. IF YOU ARE USING GATEWAY CONTAINER IMAGE ON BEHALF OF ANOTHER PERSON OR ENTITY, YOU REPRESENT AND WARRANT THAT YOU HAVE THE AUTHORITY TO BIND SUCH PERSON OR ENTITY TO THIS LICENSE.**

**IF YOU HAVE SUBSCRIBED TO GATEWAY-SPECIFIC SUPPORT, PLEASE READ SECTION 3 CAREFULLY TO UNDERSTAND THE SCOPE OF SUPPORT THAT IS PROVIDED FOR THE GATEWAY CONTAINER IMAGE.**

### **1. Changes to this License and Gateway Container Image**

Except where prohibited by applicable law, we reserve the right to change this License at any time without notice. A copy of our most current version of the License can be found at the following link: <https://www.bluecatnetworks.com/license-agreements/>. Your continued access to or use of Gateway Container Image after any changes to this License indicates your acceptance of such changes. It is your responsibility to review the most current version of this License.

### **2. Support for Gateway Container Image**

For more information regarding how you may subscribe to Gateway-specific support services, you may contact our customer services department at the following email address: [support@bluecatnetworks.com](mailto:support@bluecatnetworks.com).

### **3. Support for Gateway Container Image**

For more information regarding how you may subscribe to Gateway-specific support services, you may contact our customer services department at the following email address: [support@bluecatnetworks.com](mailto:support@bluecatnetworks.com).

### **4. License to Gateway Container Image**

Subject to the terms and conditions of this License, we grant you a worldwide, non-exclusive, non-transferable, non-sublicensable and revocable license during the Term (defined in Section 11) to use Gateway Container Image solely in conjunction with the BlueCat Address Manager for internal purposes in accordance with this License and any documentation governing the Gateway Container Image that we make available from time to time.

### **5. Prohibited Use**

You will not, without our prior written permission, use Gateway Container Image other than permitted by this License. Without limiting the generality of the foregoing and except as otherwise permitted by other licenses in respect of open source components comprising the Gateway Container Image, you will not (and will not attempt to):

- (a) use Gateway Container Image to build any product or service that violates any applicable laws;
- (b) use Gateway Container Image for the purpose of building a similar or competitive product or service;
- (c) modify, reverse engineer, adapt, translate, decompile, disassemble or derive the source code to the Gateway Container Image; or
- (d) sell, assign, sublicense, rent, lease, loan, provide, copy, reproduce, distribute or otherwise transfer all or any portion of the Gateway Container Image.

### **6. Open Source Software**

The Gateway Container Image contains open source software that are individually licensed under their respective open source licenses. Accordingly, you acknowledge and agree that, subject to the terms of this License, you will comply with the terms and conditions of such licenses when making use of the individual software comprising the Gateway Container Image. A current list of open source packages used by us to create the Gateway Container Image may be found on our website located at the following link: <https://quay.io/repository/bluecat/gateway> (the “**BlueCat Gateway Container Image Webpage**”), and a more detailed list of the open source components comprising such packages may be found by following the links contained on the BlueCat Gateway Container Image Webpage.

### **7. Ownership**

All rights, title and interest, including intellectual property rights, in Gateway Container Image and all other materials provided by us hereunder, and any update, adaptation, translation, customization or derivative work thereof, will remain with us (or our third party suppliers, if applicable). Gateway Container Image and all materials provided by us hereunder are licensed and not “sold” to you. All rights not expressly granted to you in this License are reserved.

## **8. Disclaimers**

YOU ACKNOWLEDGE, UNDERSTAND, AND AGREE THAT GATEWAY CONTAINER IMAGE IS PROVIDED "AS IS" AND "AS AVAILABLE", WITH ALL FAULTS AND WITHOUT WARRANTIES OR CONDITIONS OF ANY KIND. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, WE DISCLAIM ALL WARRANTIES, REPRESENTATIONS AND CONDITIONS OF ANY KIND WITH RESPECT TO GATEWAY CONTAINER IMAGE WHETHER EXPRESS, IMPLIED, STATUTORY OR COLLATERAL, INCLUDING, WITHOUT LIMITATION, THE WARRANTIES AND CONDITIONS OF MERCHANTABILITY, MERCHANTABILITY QUALITY, COMPATIBILITY, TITLE, SECURITY, RELIABILITY, COMPLETENESS, QUIET ENJOYMENT, ACCURACY, RELIABILITY, CURRENCY, TIMELINESS, QUALITY, INTEGRATION, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT, OR ANY WARRANTIES OR CONDITIONS ARISING OUT OF COURSE OF DEALING OR USAGE OF TRADE, OR THAT THE GATEWAY CONTAINER IMAGE IS OR WILL BE ERROR-FREE OR WILL OPERATE WITHOUT INTERRUPTION.

## **9. Limitation of Liability**

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL WE BE LIABLE, WHETHER BASED ON WARRANTY, CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR ANY OTHER LEGAL THEORY, FOR ANY DAMAGES OF ANY KIND (INCLUDING, WITHOUT LIMITATION, DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY OR PUNITIVE DAMAGES, LOST PROFITS, LOSS OF USE, LOSS OF DATA, PERSONAL INJURY, FINES, FEES, PENALTIES OR OTHER LIABILITIES), WHETHER OR NOT WE WERE ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, RESULTING FROM OR RELATED TO THIS LICENSE.

## **10. Indemnification**

You will defend, indemnify and hold harmless us and all of our officers, directors, employees and agents from and against any claims, causes of action, demands, recoveries, losses, damages, fines, penalties or other costs or expenses of any kind or nature including reasonable legal and accounting fees, arising out of or in connection with:

- (a) your breach of any provision of this License or any documents referenced herein;
- (b) your violation of any law or the rights of a third party (including intellectual property rights); or
- (c) your use of Gateway Container Image.

## **11. Term and Termination; Survival.**

This License will commence on the day you first use the Gateway Container Image and will continue into force until the earlier of the date: (a) that your maintenance subscription for the BlueCat Address Manager has lapsed; and (b) that this License is terminated by either Party in accordance with its terms (the "**Term**"). Either Party may terminate this License as follows: (i) we may terminate this License at any time and with immediate effect by giving notice to you, at our discretion, including by email or mail at your contact information on file with us; or (ii) you may terminate this License at any time and with immediate effect by giving written notice to us, ceasing use of Gateway Container Image and deleting all copies of the Gateway Container Image. The following Sections, together with any other provision of this License which expressly or by its nature survives termination or expiration, or which contemplates performance or observance subsequent to termination or expiration of this License, will survive expiration or

termination of this License for any reason: Sections 7 (Ownership), 8 (Disclaimers), 9 (Limitation of Liability), 10 (Indemnification), 11 (Term and Termination; Survival) and 12 (General Provisions).

**12. General Provisions (Choice of Law; Entire Agreement; Waiver and Severability; Assignment).**

Except as restricted by applicable law, if you are a U.S. incorporated entity, then this License is governed by the laws of New York excepting its choice of law provisions, and the Parties hereby agree to irrevocably attorn to the non-exclusive jurisdiction of the courts of the State of New York and the venue of Buffalo. If you are not a U.S. incorporated entity, but are incorporated in a member state of the European Union, then this License is governed by the laws of England and Wales excepting its choice of law provisions and the Parties hereby agree to irrevocably attorn to the non-exclusive jurisdiction of the courts of England. If you are not a U.S. incorporated entity, and are not incorporated in a member state of the European Union, then this License is governed by the laws of the Province of Ontario excepting its choice of law provisions and the Parties hereby agree to irrevocably attorn to the non-exclusive jurisdiction of the courts of the Province of Ontario and the venue of Toronto. This License constitutes the entire agreement between you and us pertaining to the subject matter hereof and supersede all prior or contemporaneous communications and proposals, whether electronic, oral or written, between you and us with respect to Gateway Container Image. In the event of any conflict or inconsistency between any agreements between you and us in respect of the Gateway Container Image (including any agreement covering Gateway-specific support services), this License will prevail to the extent of such conflict or inconstancy. A printed version of this License and of any notice given in electronic form will be admissible in judicial or administrative proceedings based upon or relating to this License to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form. Our failure to insist upon or enforce strict performance of any provision of this License will not be construed as a waiver of any provision or right. A waiver of any provision of this License must be in writing and a waiver in one instance will not preclude enforcement of such provision on other occasions. If any of the provisions contained in this License are determined to be void, invalid or otherwise unenforceable by a court of competent jurisdiction, such provision will be severed from this License and all other provisions of this License will remain in full force and effect. Unless the context otherwise requires, the word "or" is non-exclusive (i.e., "A or B" means "A or B or both"). You will not assign this License to any third party without our prior written consent. We may assign this License or any rights under this License to any third party without your consent. Any assignment in violation of this Section will be void. The terms of this License will be binding upon permitted assignees. This License will inure to the benefit of and be binding upon you, us, and your and our permitted successors and permitted assignees.

***Last Updated: October 12, 2018***