Enterprise Ansible Collections Terms and Conditions
XLAB d.o.o. / Pot za Brdom 100 / SI-1000 Ljubljana / Slovenija
tel. +386 1 244 77 50 / fax +386 1 244 77 70 / info@xlab.si / www.xlab.si

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PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY BEFORE PURCHASING AND/OR USING SOFTWARE OR SERVICES FROM RED HAT. BY USING RED HAT SOFTWARE OR SERVICES, CLIENT SIGNIFIES ITS ASSENT TO AND ACCEPTANCE OF THIS AGREEMENT AND ACKNOWLEDGES IT HAS READ AND UNDERSTANDS THIS AGREEMENT. AN INDIVIDUAL ACTING ON BEHALF OF AN ENTITY REPRESENTS THAT HE OR SHE HAS THE AUTHORITY TO ENTER INTO THIS AGREEMENT ON BEHALF OF THAT ENTITY. IF CLIENT DOES NOT ACCEPT THE TERMS OF THIS AGREEMENT, THEN IT MUST NOT USE RED HAT SOFTWARE OR SERVICES. THIS AGREEMENT INCORPORATES THE PRODUCT APPENDICES REFERENCED BY URL IN THIS AGREEMENT.

Welcome to Enterprise Ansible Collections by XLAB Steampunk.

XLAB, razvoj programske opreme in svetovanje, d.o.o., Pot za Brdom 100, 1000 Ljubljana, Slovenia, Europe ("XLAB" or "Licensor") provides its technology through steampunk.si and any other website for which XLAB owns the domain registration (the "Site"), its proprietary platform and the Technology made available by XLAB therein, including the XLAB (mobile) applications and data connectivity and storage service allowing you (hereinafter also ''User'') to use XLAB product (as defined in "License" section of these Terms & Conditions) running on a supported platform that allows you to access the Technology through registered access to account.

In our Terms & Conditions ("Terms") we explain in detail how to communicate with us, under what conditions you may use our Technology, limitations of liability, question of license and intellectual property, business integrity, severability, governing law and important technical details about the entire agreement, changes and termination of Terms. Please note that these Terms define general scope of doing business with us, any specifics like costs and price will be furtherly defined in an Offer issued to each individual.

We reserve the right to update, change or replace any part of these Terms by posting updates and changes to our sites.

For your convenience and best experience with our sites and Technology, please read carefully and agree with our Terms. Please acknowledge that by accessing our websites and using our Technology it is indicated that you have read, understood and agreed to our Terms.

1   **Electronic communications**

When you use our Technology, or send e-mails, text messages and other communications from your desktop or mobile device to us, you are communicating with XLAB electronically. You consent to receive communications from us electronically. You agree that all agreements, notices, disclosures and other communications that we provide to you electronically satisfy any legal requirement that such communications be in writing.

2   **License**

The Licensor hereby grants to the User from the date of supply of the Enterprise Ansible Collections ("Product" or "Technology") to the User until the end of the Term a worldwide, non-exclusive license to use Technology under terms as provided herein.

The User acknowledges that the Technology and its structure, organization and Source Code constitute valuable trade secrets of Licensor and/or its licensors.

Save to the extent expressly permitted by this Terms or required by applicable law on a non-excludable basis, any license granted under this clause shall be subject to the following prohibitions:

(a)   the User must not sell, resell, rent, lease, loan, supply, publish, distribute or redistribute the Product;

(b)   the User must not alter, edit or adapt the Product, merge it with another software or create derivative works from it;

(c)   the User must not decompile, de-obfuscate or reverse engineer, or attempt to decompile, de-obfuscate or reverse engineer, the Product; and

(d)   the User must not, under no circumstances reverse engineer, decompile, disassemble, or otherwise (attempt) to derive the Source Code of the Technology or otherwise use or copy the Technology

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The User shall be responsible for the security of copies of the Product supplied to the User under this Terms (or created from such copies) and shall use all reasonable endeavors, including all reasonable security measures, to ensure that access to such copies is restricted to persons authorised to use them under this Terms.

The payment of the Technology entitles you to use Enterprise Features, Regular Updates & Support as defined in Service level agreement clause.

3 Service Level Agreement

The following table describes four different severity levels and their response times.

Severity level	Initial and ongoing response	Severity level description
Severity 1	1 business hour	A problem that severely impacts your use of the software in a production environment (such as loss of production data or in which your production systems are not functioning). The situation halts your business operations and no procedural workaround exists.
Severity 2	4 business hours	A problem where the software is functioning but your use in a production environment is severely reduced. The situation is causing a high impact to portions of your business operations and no procedural workaround exists.
Severity 3	1 business days	A problem that involves partial, non-critical loss of use of the software in a production environment or development environment. For production environments, there is a medium-to-low impact on your business, but your business continues to function, including by using a procedural workaround. For development environments, where the situation is causing your project to no longer continue or migrate into production.
Severity 4	2 business days	A general usage question, reporting of a documentation error, or recommendation for a future product enhancement or modification. For production environments, there is low-to-no impact on your business or the performance or functionality of your system. For development environments, there is a medium-to-low impact on your business, but your business continues to function, including by using a procedural workaround.

4 Open Core version

Use Open Core version of our Technology entitles you to use the freely available version for free for up to 100 nodes.

Use of our Technology above 100 nodes requires payment and is subject to these Terms.

5 No assignment of Intellectual Property Rights

Nothing in this Terms shall operate to assign or transfer any Intellectual Property Rights from the Licensor to the User, or from the User to the Licensor.

6 Warranties

The Licensor warrants to the User that it has the legal right and authority to enter into this Terms and to perform its obligations under these Terms.

Technology is provided "AS IS". This limited warranty extends only to the Technology you purchased from an Approved Source. Your sole and exclusive remedy and the entire liability of XLAB and its Affiliates under this limited warranty will be (i) replacement of defective media and/or (ii) at XLAB's option, repair, replacement, or refund of the purchase price of the Technology, in both cases subject to the condition that any error or defect constituting a breach of this limited warranty is reported to the Approved Source supplying the Technology to you within the warranty period. XLAB or the Approved Source supplying the Technology to you may, at its option, require return of the Technology and/or documentation as a condition to the remedy. In no event does XLAB warrant that the Technology is error free or that you will be able to operate the Technology without problems or interruptions. In addition, due to the continual development of new techniques for intruding upon and attacking networks, XLAB does not warrant that the Technology or any

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equipment, system or network on which the Technology is used will be free of vulnerability to intrusion or attack.

All of the parties' warranties and representations in respect of the subject matter of these Terms are expressly set out in these Terms. To the maximum extent permitted by applicable law, no other warranties or representations concerning the subject matter of this Terms will be implied into this Terms or any related contract.

7   Export control

XLAB Technology thereof supplied by XLAB under these Terms are subject to export controls under the laws and regulations of the Republic of Slovenia and any other applicable countries' laws and regulations. You shall comply with such laws and regulations governing export, re-export, import, transfer and use of XLAB Technology and will obtain all required Slovenian and other local authorizations, permits, or licenses. XLAB and you each agree to provide the other information, support documents, and assistance as may reasonably be required by the other in connection with securing authorizations or licenses. You shall not export XLAB Technology without proper and appropriate governmental approvals, necessary for such export or re-export and for the avoidance of doubt it shall be your responsibility to obtain such approvals. You certify that you are not a person with whom XLAB is prohibited from transacting business under applicable law. You represent that you are not located in any country or on any list where the provision of Technology to you would violate applicable law. You also agree not to use or enable use of them for any purposes prohibited by applicable law or export or re-export any XLAB Technology with knowledge that it will be used in the design, development, or use of chemical, biological, nuclear or ballistic weapons or for any other criminal or illegal activity. Laws and regulations change frequently. It is your responsibility to know the law pertaining to export/import procedures in the country of destination of Technology. You shall defend, indemnify, and hold XLAB harmless against any liability (including attorney's fees), which arise out of your incompliance with the terms set out in this clause.

You also represent and warrant that your officers, employees and agents shall comply with the anti-corruption laws of your resident country and Laws of Republic of Slovenia, so you will not (1) authorize the giving of, offer, or give anything of value to a government official, a political party or party official, a political candidate, or an official of a public international organization for the purpose of obtaining, retaining, or directing business to any person by (i) influencing any act or decision by the recipient or (ii) inducing the recipient to do or omit to do any action in violation of the recipient's lawful duty or (iii) securing any improper advantage, or (2) authorize the giving of, offer, or give anything of value to any other person with knowledge or firm belief that all or a portion of the payment or gift will be offered, given, or promised, directly or indirectly to a government official, a political party or party official, a political candidate, or an official of a public international organization for the purpose of obtaining, retaining, or directing business.

8   Indemnities

The Licensor shall indemnify and shall keep indemnified the User against any and all liabilities, damages, losses, costs and expenses (including legal expenses and amounts reasonably paid in settlement of legal claims) suffered or incurred by the User and arising directly or indirectly as a result of any breach by the Licensor of this Terms (a "Licensor Indemnity Event").

The User must:

(a)   upon becoming aware of an actual or potential Licensor Indemnity Event, notify the Licensor;

(b)   provide to the Licensor all such assistance as may be reasonably requested by the Licensor in relation to the Licensor Indemnity Event;

(c)   allow the Licensor the exclusive conduct of all disputes, proceedings, negotiations and settlements with third parties relating to the Licensor Indemnity Event; and

(d)   not admit liability to any third party in connection with the Licensor Indemnity Event or settle any disputes or proceedings involving a third party and relating to the Licensor Indemnity Event without the prior written consent of the Licensor,

   without prejudice to the Licensor's obligations under this clause.

   The User shall indemnify and shall keep indemnified the Licensor against any and all liabilities, damages, losses, costs and expenses (including legal expenses and amounts reasonably paid in settlement of legal

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claims) suffered or incurred by the Licensor and arising directly or indirectly as a result of any breach by the User of this Terms or valid legislation (a "User Indemnity Event").

The Licensor must:

(a) upon becoming aware of an actual or potential User Indemnity Event, notify the User;

(b) provide to the User all such assistance as may be reasonably requested by the User in relation to the User Indemnity Event;

(c) allow the User the exclusive conduct of all disputes, proceedings, negotiations and settlements with third parties relating to the User Indemnity Event; and

(d) not admit liability to any third party in connection with the User Indemnity Event or settle any disputes or proceedings involving a third party and relating to the User Indemnity Event without the prior written consent of the User,

without prejudice to the User's obligations under this clause.

9 Limitations and exclusions of liability

XLAB, XLAB 's affiliates, XLAB's licensors or other authorized partners are not responsible for modification or damage to, or loss of any program, data, or other information stored by XLAB and its partners, or stored or hosted by XLAB in connection with a Technology XLAB provides. The XLAB technology and all information, content, materials, including software and other services included on or otherwise made available to you through the XLAB Technology are provided on ''AS IS'' and ''AS AVAILABLE'' basis, unless otherwise specified in written.

XLAB nor XLAB'S employee shall not be liable whether in tort (including for negligence or breach of statutory duty, contract, misrepresentation, restitution or otherwise for any losses arising out of a Force Majeure event, loss of profits or anticipated savings, any loss of revenue or income, loss of business, contracts or opportunities, depletion of goodwill and/or similar losses or loss or corruption of data, database or product, loss of use of the technology, or pure economic loss, or for any special, indirect or consequential loss, costs, damages, charges or expenses however arising under this Terms; and XLAB's total aggregate liability in contract (including in respect of the indemnity tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising in connection with the performance or contemplated performance of this Terms shall be limited to the total amount paid for the Technology during the twelve (12) months immediately preceding the date on which the claim arose.

Some countries do not allow the exclusion or limitation of incidental, consequential or specified other damages, or allow limitations on how long an implied warranty lasts, so the above limitations or exclusions may not apply or may not fully apply to you.

10 Termination

The Terms begin on the Date of download of Technology. User's term depends on whether User is using the Technology under Open Source License or under Subscription.

The term of Open Source License is unrestricted, while the Subscription term is one (1) year since the date of the purchase.

The Licensor may terminate these Terms by giving to the User not less than thirty (30) days' written notice of termination, expiring at the end of any calendar month.

The Licensor may terminate these Terms immediately, if the Licensor has given at least thirty (30) days' written notice of its intention to terminate this Terms in accordance with this clause, following Users failure to pay and the User still did not complete his obligation to pay.

11 Effects of termination

Upon the termination of this Terms, all of the provisions of this Terms shall cease to have effect.

Except to the extent that this Terms expressly provides otherwise, the termination of this Terms shall not affect the accrued rights of either party.

For the avoidance of doubt, the licenses of the Product in this Terms shall terminate upon the termination of this Terms; and, accordingly, the User must immediately cease to use the Product upon the termination of this Terms.

Within ten (10) Business Days following the termination of these Terms, the User must:

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(a)   return to the Licensor or dispose of as the Licensor may instruct all media in its possession or control containing the Product; and

(b)   irrevocably delete from all computer systems in its possession or control all copies of the Product.

12   General

No breach of any provision of this Terms shall be waived except with the express written consent of the party not in breach.

If any provision of this Terms is determined by any court or other competent authority to be unlawful and/or unenforceable, the other provisions of this Terms will continue in effect. If any unlawful and/or unenforceable provision would be lawful or enforceable if part of it were deleted, that part will be deemed to be deleted, and the rest of the provision will continue in effect (unless that would contradict the clear intention of the parties, in which case the entirety of the relevant provision will be deemed to be deleted).

These Terms may not be varied except by a written document signed by or on behalf of each of the parties.

The User hereby agrees that the Licensor may assign the Licensor's contractual rights and obligations under this Terms to any successor to all or a substantial part of the business of the Licensor from time to time. The User must not without the prior written consent of the Licensor assign, transfer or otherwise deal with any of the User's contractual rights or obligations under this Terms.

This Terms is made for the benefit of the parties, and is not intended to benefit any third party or be enforceable by any third party. The rights of the parties to terminate, rescind, or agree any amendment, waiver, variation or settlement under or relating to this Terms are not subject to the consent of any third party.

This Terms shall constitute the entire agreement between the parties in relation to the subject matter of this Terms, and shall supersede all previous agreements, arrangements and understandings between the parties in respect of that subject matter.

This Terms shall be construed in accordance with and governed by the laws of Republic of Slovenia, excluding its conflict of law provisions with competent court in Ljubljana.

Interpretation

In this Terms, a reference to a statute or statutory provision includes a reference to:

(a)   that statute or statutory provision as modified, consolidated and/or re-enacted from time to time; and

(b)   any subordinate legislation made under that statute or statutory provision.

The clause headings do not affect the interpretation of this Terms.

References in this Terms to "calendar months" are to the 12 named periods (January, February and so on) into which a year is divided.

In this Terms, general words shall not be given a restrictive interpretation by reason of being preceded or followed by words indicating a particular class of acts, matters or things.