

## Canonical Group Limited

### **immixTechnology Rider to Product Specific License Terms and Conditions (for U.S. Government End Users)**

1. **Scope.** This Rider and the attached Canonical Group Limited, ("Manufacturer") product specific license terms establish the terms and conditions enabling immixTechnology ("Contractor") to provide Manufacturer's information technology products and services to Ordering Activities under immixTechnology's GSA MAS IT contract number GS-35F-0265X (the "Schedule Contract"). Installation and use of the information technology shall be in accordance with this Rider and Manufacturer Specific Terms attached hereto, unless an Ordering Activity determines that it requires different terms of use and Manufacturer agrees in writing to such terms in a valid delivery order placed pursuant to the Schedule Contract.
2. **Applicability.** Whereas GSA and immixTechnology agreed at the time of Schedule Contract award upon a base set of terms and conditions applicable to all manufacturers and items represented on the Schedule Contract; and Whereas, the parties further agreed that all product specific license, warranty and software maintenance terms and conditions would be submitted at the time each new manufacturer was to be added to the Schedule Contract; Now, Therefore, the parties hereby agree that the product specific license, warranty and software maintenance terms set forth in Attachment A hereto (the "Manufacturer Specific Terms" or the "Attachment A Terms") are incorporated into the Schedule Contract, but only to the extent that they are consistent with Federal law, including but not limited to GSAR 552.212-4 Contract Terms and Conditions-Commercial Items. To the extent any Attachment A Terms are inconsistent with Federal law (See, FAR 12.212(a)), such inconsistent terms shall be superseded, unenforceable and of no legal force or effect in all resultant orders under the Schedule Contract, including but not limited to the following provisions:
  - a) **Contracting Parties.** The GSA Customer ("Licensee") is the "Ordering Activity", defined as the entity authorized to order under GSA MAS contracts as set forth in GSA Order OGP 4800.2I, as may be revised from time to time.
  - b) **Changes to Work and Delays.** Subject to GSAR Clause 552.238-81, Modifications (Federal Supply Schedule) (April 2014) (Alternate I – JUN 2016) and (Alternate II – JUN 2016), and 52.212-4(f) Excusable Delays (JUN 2010) regarding which the GSAR and the FAR provisions take precedence.
  - c) **Contract Formation.** Subject to FAR 1.601(a) and FAR 43.102, the GSA Customer Purchase Order must be signed by a duly warranted Contracting Officer, in writing. The same requirement applies to contract modifications affecting the rights of the parties. All terms and conditions intended to bind the Government must be included within the contract signed by the Government.
  - d) **Termination.** Clauses in the Manufacturer Specific Terms referencing termination or cancellation are superseded and not applicable to any GSA Customer order. Termination shall be governed by the FAR, the underlying GSA Schedule Contract and the terms in any applicable GSA Customer Purchase Orders. If the Contractor believes the GSA Customer to be in breach, it must file a claim with the Contracting Officer and continue to diligently pursue performance. In commercial item contracting under FAR 12.302(b), the FAR provisions dealing with disputes and continued performance cannot be changed by the Contracting Officer.
  - e) **Choice of Law.** Subject to the Contracts Disputes Act, the validity, interpretation and enforcement of this Rider shall be governed by and construed in accordance with the Federal laws of the United States. In the event the Uniform Computer Information Transactions Act (UCITA) or any similar Federal laws or regulations are enacted, to the extent allowed by Federal law, they will not apply to this Rider or the underlying Schedule Contract.
  - f) **Equitable remedies.** Equitable remedies are generally not awarded against the Government absent a statute providing therefore. In the absence of a direct citation to such a statute, all clauses in the Manufacturer Specific Terms referencing equitable remedies are superseded and not applicable to any GSA Customer order.
  - g) **Unilateral Termination.** Unilateral termination by the Contractor does not apply to a GSA Customer Purchase Order and all clauses in the Manufacturer Specific Terms referencing unilateral termination rights of the Manufacturer are hereby superseded.
  - h) **Unreasonable Delay.** Subject to FAR 52.212-4(f) Excusable delays, the Contractor shall be liable for default unless the nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

- i) **Assignment.** All clauses regarding the Contractor's assignment are subject to FAR 52.232-23, Assignment of Claims (JAN 1986) and FAR 42.12 Novation and Change-of-Name Agreements (Sep. 2013). All clauses governing the Contractor's assignment in the Manufacturer Specific Terms are hereby superseded.
- j) **Waiver of Jury Trial.** Waivers of Jury Trials are subject to FAR 52.233-1 Disputes (JULY 2002). The Government will not agree to waive any right that it may have under Federal law. All clauses governing a waiver of jury trial in the Manufacturer Specific Terms are hereby superseded.
- k) **Government Indemnities.** This is an obligation in advance of an appropriation that violates anti-deficiency laws (31 U.S.C. § 1341 and 41 U.S.C. § 6301), since the GSA Customer commits to pay an unknown amount at an unknown future time. The violation occurs when the commitment is made, i.e., when the agreement featuring this clause is incorporated into a Government contract, and not when the clause is triggered. The Interim FAR Rule dated June 21, 2013 and the Office of Legal Counsel opinion dated March 12, 2012 prohibit such indemnifications. All Manufacturer Specific Terms referencing customer indemnities are hereby superseded.
- l) **Contractor Indemnities.** All Manufacturer Specific Terms that violate DOJ's jurisdictional statute (28 U.S.C. § 516) by requiring that the Government give sole control over the litigation and/or settlement to the Contractor are hereby superseded. Nothing contained in the Manufacturer's Specific terms shall be construed in derogation of the U.S. Department of Justice's right to defend any claim or action brought against the U.S., pursuant to its jurisdictional statute.
- m) **Renewals.** All Manufacturer Specific Terms that provide for automatic renewals violate the Anti-Deficiency Act and are hereby superseded. This is an obligation in advance of an appropriation that violates anti-deficiency laws (31 U.S.C. § 1341 and 41 U.S.C. § 6301), since the GSA Customer commits to pay an unknown amount at an unknown future time. The violation occurs when the commitment is made, i.e., when the agreement featuring this clause is incorporated into a Government contract, and not when the clause is triggered.
- n) **Future Fees or Penalties.** All Manufacturer Specific Terms that require the Government to pay any future fees, charges or penalties are hereby superseded unless specifically authorized by existing statutes, such as the Prompt Payment Act (31 U.S.C. § 3901 et seq.) or Equal Access To Justice Act (5 U.S.C. § 504; 28 U.S.C. § 2412).
- o) **Taxes.** Taxes are subject to FAR 52.212-4(k), which provides that the contract price includes all applicable federal, state, local taxes and duties. Contractor shall state separately on its invoices, taxes excluded from the fees, and the GSA Customer agrees to either pay the amount of the taxes (based on the current value of the equipment or services) to Contractor or provide it evidence necessary to sustain an exemption, in accordance with FAR 52.229-1 and FAR 52.229-3.
- p) **Third Party Terms.** When the end user is an instrumentality of the U.S., no license terms bind the GSA Customer unless included in the EULA, and the EULA is made an attachment to the underlying GSA Schedule Contract. All terms and conditions affecting the GSA Customer must be contained in a writing signed by a duly warranted Contracting Officer. Any third party manufacturer shall be brought into the negotiation, or the components acquired separately under federally-compatible agreements, if any.
- q) **Dispute Resolution and Standing.** Any disputes relating to the Manufacturer Specific Terms or to this Rider shall be resolved in accordance with the FAR, the underlying GSA Schedule Contract, any applicable GSA Customer Purchase Orders, and the Contract Disputes Act. The Ordering Activity expressly acknowledges that immixTechnology as contractor, on behalf of the Manufacturer, shall have standing to bring such claim under the Contract Disputes Act.
- r) **Advertisements and Endorsements.** Pursuant to GSAR 552.203-71, use of the name or logo of any U.S. Government entity is prohibited. All Manufacturer Specific Terms that allow the Contractor to use the name or logo of a Government entity are hereby superseded.
- s) **Public Access to Information.** immixTechnology agrees that the attached Manufacturer Specific Terms and this Rider contain no confidential or proprietary information and acknowledges the Rider shall be available to the public.
- t) **Confidentiality.** Any provisions in the attached Manufacturer Specific Terms that require the Ordering Activity to keep certain information confidential are subject to the Freedom of Information Act (5 U.S.C. § 552), and any order by a United States Federal Court. When the end user is an instrumentality of the U.S. Government, neither this Rider, the Manufacturer's Specific Terms nor the Schedule Price List shall be deemed "confidential information" notwithstanding marking to that effect. Notwithstanding anything in this Rider, the Manufacturer's Specific Terms or the Schedule Contract to the contrary, the GSA Customer may retain such Confidential Information as required by law, regulation or its bonafide document retention procedures for legal, regulatory or compliance purposes; provided however, that such retained Confidential Information will continue to be subject to the confidentiality obligations of this Rider, the Manufacturer's Specific Terms and the Schedule Contract.

- u) **Alternate Dispute Resolution.** The GSA Customer cannot be forced to mediate or arbitrate. Arbitration requires prior guidance by the head of a Federal agency promulgated via administrative rulemaking according to 5 U.S.C. § 575(c). GSA has not issued any because it considers the Board of Contract Appeals to be an adequate, binding ADR alternative. All Manufacturer Specific Terms that allow the Contractor to choose arbitration, mediation or other forms of alternate dispute resolution are hereby superseded.

**3. Order of Precedence/Conflict.** To the extent there is a conflict between the terms of this Rider and the terms of the underlying Schedule Contract or a conflict between the terms of this Rider and the terms of an applicable GSA Customer Purchase Order, the terms of the GSA Schedule Contract or any specific, negotiated terms on the GSA Customer Purchase Order shall control over the terms of this Rider. Any capitalized terms used herein but not defined, shall have the meaning assigned to them in the underlying Schedule Contract.

# Service terms

These service terms (the “Agreement”) take effect as of the effective date of an Order incorporating its terms or otherwise accepts its terms as part of a Registration Process (the “Effective Date”) between, Canonical Group Limited, a company registered in England (company number 110334C) whose registered office is at 5 New Street Square, London EC4A 3TW, United Kingdom (“Canonical”), and the customer identified in the Order (“Customer”).

## 1. Interpretation

When used in this Agreement, the following terms mean:

**Affiliate:** a corporate entity that directly or indirectly controls, is controlled by, or is under common control with a party, where “control” means ownership of more than 50% of the outstanding shares or securities representing the right to vote for the election of directors or other managing authority of such corporate entity.

**Confidential Information:** the terms of this Agreement, and any information identified by the disclosing party as confidential or which the receiving party reasonably ought to know is confidential in light of the nature of the information or the circumstances of its disclosure.

**Data Protection Legislation:** all applicable data protection and privacy legislation, including but not limited to the Data Protection Act 2018, the General Data Protection Regulation ((EU) 2016/679) and any national implementing laws, regulations and secondary legislation, as amended or updated from time to time, and any successor legislation to the GDPR or the Data Protection Act 2018, as applicable.

**Fee(s):** the amounts payable by Customer for the Services, as set out in the Order.

**Intellectual Property Rights:** all vested and future rights of copyright and related rights, design rights, database rights, patents, rights to inventions, trade marks and get-up (and goodwill attaching to those trade marks and that get up), domain names, applications for and the right to apply for any of the above, moral rights, goodwill (and the right to sue for passing off and unfair competition), rights in know-how, rights in confidential information, rights in computer software and semiconductor topographies, and any other intellectual or industrial property rights or equivalent forms of protection, whether or not registered or capable of registration, and all renewals and extensions of such rights, whether now known or in future subsisting in any part of the world.

**Open Source Software:** any software which is distributed under any of the many known variations of licence terms which allow the free distribution and modification of the software’s source code or which require all distributors to make such source code freely available upon request, including any contributions or modifications thereto made by such distributor.

**Order:** Customer's agreement to purchase the Services and pay applicable Fees.

**Registration Process:** The process under which a Customer registers with Canonical to receive Services purchased through Canonical's reseller.

**Services:** the services to be performed by Canonical as identified and described in the Order and/or at Exhibit A and/or Exhibit B, and/or Exhibit C.

**Term:** the period of time beginning when Canonical first makes the Services available to Customer and ending after the period of time specified in the Order.

**Ubuntu:** a version of the operating system known as “Ubuntu”, which is supported by Canonical pursuant to Canonical's public announcements and support schedule and is either Canonical's standard version with no modifications or a version modified by Canonical.

2. Structure

2.1 This Agreement governs each Order. If there is any conflict between this Agreement and any Order, the Order will take precedence, except that any standard preprinted terms and conditions of a purchase order will not apply.

2.2 Online purchases require Customer to have an Ubuntu One account.

3. Services

3.1 Unless otherwise specified in the Order, Canonical will make the Services available to Customer within 5 days of Canonical's reseller ordering the Services with respect to Customer. Subject to

this Agreement, including Customer's payment of the Fees, Canonical will provide the Services during the Term using reasonable skill and care and through suitably qualified employees and contractors.

- 3.2 Canonical is not obligated to perform (i) any service or function except as expressly identified in the Order; or (ii) any Services to the extent its performance is limited by Customer's failure to meet any reasonable dependency. Notwithstanding anything to the contrary in Canonical's description of any service offering, Customer is not eligible to receive the benefits of Canonical's Ubuntu Assurance Program.

#### 4. Intellectual Property Rights

- 4.1 Each party will retain ownership of its Intellectual Property Rights and any Intellectual Property Rights it creates or obtains. Nothing Canonical creates or provides under this Agreement will be considered a "work made for hire", and no Intellectual Property Rights will transfer under this Agreement.
- 4.2 Ubuntu is licensed under applicable Open Source Software licences and not this Agreement. If Canonical creates or provides any software to Customer in the course of providing the Services, Canonical will provide such software under an Open Source Software licence, unless otherwise licensed under this Agreement.
- 4.3 During and after the term of this Agreement, Customer will comply with Canonical's Intellectual Property Rights policy at Exhibit D.
- 4.4 Services or Orders may reference that they include licences to certain Canonical software products or components, for example, Landscape on-premises, Livepatch daemon, Microsoft-certified drivers, Ceph monitoring tools, and MAAS custom imaging tools. To the extent such software is included with Services or in a Order ("Canonical Software"), Canonical hereby grants to Customer, a world-wide, non-exclusive, non-transferable, revocable (in the event of breach or termination of this Agreement or the applicable Order) licence, during the term of the applicable Order, to (i) use the Canonical Software in accordance with this Agreement, solely in connection with systems which are the subject of the Services, and subject to any quantity, usage or other limitations or restrictions set forth in the applicable Order and (ii) to make a reasonable number of copies of the Canonical Software for backup and installation purposes. Customer may not: use, copy, modify, disassemble, decompile, reverse engineer, or distribute the Canonical Software except as expressly permitted in this Agreement or in an Order or permit access to the Canonical Software to any third party other than those acting on Customer's behalf.
- 4.5 With respect to Services which include Canonical's paravirtualized drivers for Microsoft Windows systems to run as guests on Ubuntu (the "VirtIO Drivers"), the licence granted under the preceding clause also includes a right to distribute the VirtIO Drivers to third party users of Customer's cloud computing services. In connection with the distribution licence, Customer may sublicense the licence to distribute the VirtIO Drivers granted under the preceding clause to third party users of Customer's cloud computing services. Such sublicense must be on terms that are no less protective of Canonical's rights than those of this Agreement and the applicable Order, and must be revoked upon the revocation of the licence under this clause.
- 4.6 Where a Service or Order is stated to include a trademark licence, Canonical grants to Customer a non-exclusive licence to use the trademarks of the Canonical group (the "Trademarks") for activities described in the Order. Customer will not: (i) grant sub-licences of its rights under the Order, or (ii) register or cause to be registered any mark or domain name containing any Trademark.

#### 5. Customer responsibilities

- 5.1 Customer will not (i) use the Services other than in connection with the Customer systems for which Customer has purchased the Services or (ii) resell the Services.
- 5.2 Customer is responsible for the back-up of its data and software. Canonical will not be liable for any

loss, corruption, or damage to data or software.

5.3 If Customer engages Canonical to install or use any third party software or materials as part of the Services, Customer will have and maintain sufficient rights or licences to such software to allow Canonical to perform the Services.

5.4 Where Canonical provides access to online resources as part of the Services, Customer (i) will comply with Canonical's reasonable instructions and (ii) will not cause any adverse impact to the Services.

6. Confidentiality and data

6.1 During and after the term of this Agreement, each party will and will cause its officers, employees, contractors and agents to keep secret and confidential all Confidential Information of the other and will not copy, use or disclose any such information to any third party, other than as may be necessary to comply with its obligations under this Agreement; provided that a party may disclose the other party's Confidential Information to Affiliates.

6.2 The obligation of confidence will not apply where the Confidential Information: is required to be disclosed by operation of law; was lawfully in the possession of the recipient prior to disclosure by the other party; is subsequently lawfully acquired from a third party or independently developed by the recipient without breach of

any known obligation of confidence; is or becomes generally available to the public through no act or default of the recipient; or is disclosed on a confidential basis for the purposes of obtaining professional advice.

- 6.3 Each party will give the other prompt written notice of any disclosure of the party's Confidential Information as required by operation of law during and after the term of this Agreement. Canonical recognizes that Federal agencies are subject to the Freedom of Information Act, 5 U.S.C. 552, which may require that certain information be released, despite being characterized as "confidential" by the vendor.

- 6.4 Reserved.

- 6.5 Each party will comply with all applicable requirements of the Data Protection Legislation. The provisions of this clause are in addition to, and do not relieve, remove or replace, a party's obligations under the Data Protection Legislation. The parties acknowledge that for the purposes of the Data Protection Legislation, either party may be the data controller or data processor (where Data Controller and Data Processor have the meanings as defined in the Data Protection Legislation). The parties will, in relation to any personal data processed in connection with the performance of this Agreement, only process the personal data: (i) to the extent, and in such manner, as is necessary in order to comply with obligations under this Agreement; (ii) in accordance with the Data Controller's instructions (unless otherwise required in compliance with applicable laws); (iii) for the duration of the term of the Agreement, unless otherwise instructed by the Data Controller. The Data Processor shall ensure that access to personal data is limited to those personnel or subcontractors who (i) need to access the personal data to meet its obligations under the Agreement, and (ii) are bound by terms as restrictive as those set out under this Agreement. The Data Processor will be liable for any violation of applicable Data Protection Legislation by its personnel or subcontractors. If the Customer is an Ordering Activity under GSA Schedule Contracts, it shall only be required to comply with the Federal law of the United States and expressly does not agree to comply with any provision of this Data Processing Agreement, EU Law, or law of an EU Member State that is inconsistent with the Federal law of the United States.

## 7. Fees and payment

- 7.1 Customer's purchases of Services are through Canonical's authorized reseller. Terms relating to fees, invoicing, payments, and taxes are between Customer and Canonical's authorized reseller.
- 7.2 During the term of this Agreement, Canonical may request Customer's confirmation of its compliance with this Agreement or, if Canonical reasonably suspects that Customer is not in compliance with this Agreement, audit Customer's use of the Services to confirm compliance. If any audit reveals that Customer was not in compliance with the Agreement, Customer will immediately come into compliance. If Customer's confirmation or an audit reveals that additional Fees are due, Customer will pay such Fees and interest (at the rate applicable to past due amounts), within 30 days of the date of Canonical's invoice.



7.3 Canonical may charge interest on any past due payment amounts at the interest rate established by the Secretary of the Treasury as provided in [41 U.S.C. 7109](#), which is applicable to the period in which the amount becomes due, and then at the rate applicable for each six-month period as fixed by the Secretary until the amount is paid.

8. Warranty disclaimer. Canonical warrants that the Services will, for a period of sixty (60) days from the date of your receipt, perform substantially in accordance with the Services written materials accompanying it. EXCEPT AS EXPRESSLY SET FORTH IN THE FOREGOING, NEITHER PARTY MAKES ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND, WHETHER ORAL OR WRITTEN, WHETHER EXPRESS, IMPLIED, OR ARISING BY STATUTE, CUSTOM, COURSE OF DEALING OR TRADE USAGE, WITH RESPECT TO THE SUBJECT MATTER HEREOF OR OTHERWISE IN CONNECTION WITH THIS AGREEMENT. EACH PARTY SPECIFICALLY DISCLAIMS ANY AND ALL IMPLIED WARRANTIES OR CONDITIONS OF TITLE, SATISFACTORY QUALITY, MERCHANTABILITY, SATISFACTORINESS, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

9. Liability limitations

9.1 SUBJECT TO CLAUSE 9.3, EACH PARTY'S AGGREGATE LIABILITY UNDER THIS AGREEMENT, IN ANY CONTRACT YEAR, WHETHER BASED ON CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, WILL NOT EXCEED THE AMOUNT OF FEES PAID OR PAYABLE IN THAT PARTICULAR CONTRACT YEAR. "CONTRACT YEAR" MEANS ANY PERIOD OF 12 MONTHS COMMENCING ON THE EFFECTIVE DATE OR ANY ANNIVERSARY OF THE EFFECTIVE DATE.

9.2 SUBJECT TO CLAUSE 9.3, NEITHER PARTY WILL BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL LOSS OR DAMAGE OR FOR ANY LOSS OF OR DAMAGE TO DATA, EX GRATIA PAYMENTS, LOSS OF PROFIT, LOSS OF CONTRACT OR LOSS OF OTHER ECONOMIC ADVANTAGE (IN EACH CASE WHETHER DIRECT OR INDIRECT) ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, EVEN IF THAT PARTY HAS PREVIOUSLY BEEN ADVISED OF THE POSSIBILITY OF THE SAME AND WHETHER FORESEEABLE OR NOT. THESE LIMITATIONS WILL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

9.3 Nothing in this Agreement excludes or limits the liability of either party for: (i) death or personal injury; (ii) fraud; (iii) breach of the confidentiality or data provisions of this Agreement, and (iv) anything else that cannot be excluded or limited by applicable law.

9.4 The limitations of liability set forth in this Clause 9 are a reasonable allocation of risk between the parties, and the parties would not have entered into this Agreement, absent such allocation.

10. Term and termination

10.1 This Agreement will come into force on the Effective Date and will continue until the end of the Services Term unless terminated earlier under this Clause 10.

10.1.1

10.1.2 When the End User is an instrumentality of the U.S., recourse against the United States for any alleged breach of this Agreement must be brought as a dispute under the contract Disputes Clause (Contract Disputes Act). During any dispute under the Disputes Clause, Canonical shall proceed diligently with performance of this Agreement, pending final resolution of any request for relief, claim, appeal, or action arising under the Agreement, and comply with any decision of the Contracting Officer.

10.2 On expiration or termination this Agreement for any reason, Canonical's obligation to provide the Services will immediately terminate and any licences granted under this Agreement will terminate .

11. Escalation

- 11.1 If there is a disagreement in relation to this Agreement, the parties will use their reasonable endeavours to negotiate and settle the disagreement. If it is not possible to settle the disagreement within 14 days, representatives of both parties will meet to try to resolve the disagreement. If the disagreement is not resolved within a further 14 days, the disagreement may be referred by either party to a meeting between the senior

managers of the parties. Subject to Clause 11.2, neither party will refer any dispute to the courts unless and until the dispute resolution procedures of this Clause 11 have been followed.

- 11.2 Nothing in this Clause 11 will prevent either party applying to the courts of any country for injunctive or other interim relief.

## 12. General

- 12.1 In accordance with GSAR 552.212-4(f), neither party will be liable for any breach of this Agreement directly or indirectly caused by a Force Majeure Event nor otherwise liable for any such failure or delay in performing its obligations under this Agreement. The time for performance of such obligations shall be extended. If the period of delay continues, the parties shall meet to discuss and agree (both acting reasonably) the impact of the Force Majeure Event on the Agreement. In this clause 12.1, "Force Majeure Event" shall mean any act, event or circumstance beyond the reasonable control of the party concerned, provided that a lack of funds will not be regarded as a circumstance beyond that party's reasonable control.
- 12.2 Neither party may assign, transfer, charge, create a trust over or otherwise deal in its rights and/or obligations under this Agreement (or purport to do so) without the other party's prior written consent.
- 12.3 There are no intended third party beneficiaries to this Agreement. The parties do not intend that any provision of this Agreement will be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 (England), as amended from time to time, by any person who is not a party to this Agreement.
- 12.4 No amendment or modification of this Agreement will be binding upon the parties unless made in writing and signed by the authorized representatives of both parties.
- 12.5 A failure or delay by a party to exercise any right or remedy under this Agreement will not be construed or operate as a waiver of that right or remedy. Nor single or partial exercise of any right or remedy will preclude the further exercise of that right or remedy by that party.
- 12.6 During the term of this Agreement and for 6 months thereafter, neither party will solicit to be hired or hire, as an employee or independent contractor, any individual (i) who is then the personnel of the other party or any of its Affiliates or was the personnel of the other party or any of its Affiliates during the previous 6 months (unless the other party terminated that individual's employment or contract) and (ii) who the other party came into contact with as a result of this Agreement. Nothing in this Clause will prevent either party from hiring or contracting with any person who applies for such job or contract as an unsolicited response to a generally advertised invitation by the relevant party.
- 12.7 This Agreement represents the entire terms agreed between the parties in relation to its subject matter and supersedes all previous contracts or arrangements (including any usage or custom and any terms arising through any course of dealing) of any kind between the parties relating to its subject matter. No terms or conditions included in or delivered with any Customer acceptance of Services, proposal, purchase order or similar document will form part of this Agreement.
- 12.8 Each of the provisions of this Agreement will be construed as independent of every other such provision, so that if any provision of this Agreement will be determined by any court of competent authority to be illegal, invalid and/or unenforceable this will not affect any other provision of this Agreement, which will remain in full force and effect.
- 12.9 Nothing in this Agreement and no action taken by the parties pursuant to this Agreement will be construed as creating a partnership or joint venture of any kind between the parties or as constituting either party as the agent of the other party. No party will have the authority to bind the other party or to contract in the name of or create a liability against the other party.

- 12.10 Any notice required to be given or sent under this Agreement will be in writing and delivered to the recipient at the address set out in this Agreement or, if no address is set out, to the recipient's registered office address. Canonical's correspondence address is: Canonical, 2nd Floor, Clarendon House, Victoria Street, Douglas IM1 2LN, Isle of Man, United Kingdom. A party may update its address by providing notice to the other party. Valid delivery methods are (i) in-person delivery, (ii) first class registered post (or equivalent), or (iii) internationally recognised overnight courier service.
- 12.11 Canonical may provide copies of this Agreement in different languages for information purposes. Only the English language version of this Agreement will be binding. In the event of any dispute, any version in any language other than English will be disregarded.
- 12.12 Customer acknowledges that export laws and regulations of the United States and European territories may apply to materials delivered by Canonical under this Agreement. Customer agrees that such export control laws and regulations govern its use of materials and will comply with all such laws and regulations. Customer will not

export, directly or indirectly, such materials in violation of these laws or regulations, or use them for any purpose prohibited by these laws.

13. Governing law

- 13.1 this Agreement will be governed by and construed in accordance with the Federal laws of the United States. In all other cases, this Agreement and any non- contractual obligations arising from this Agreement will be governed by and construed in accordance with the laws of England, and the parties submit to the exclusive jurisdiction of the courts of England.
- 13.2 Reserved.
- 13.3 The provisions of the United Nations Convention on Contracts for the International Sale of Goods will not apply to this Agreement.

# Exhibit A

## Ubuntu Pro description



Valid since 05 October 2022

As an Ubuntu Pro customer, you are entitled to the following coverage, depending on the appropriate support level on a per-machine basis. Each subscription can cover either (i) Infrastructure-only: Ubuntu Pro (Infra-only) with or without support (previously known as Ubuntu Advantage for Infrastructure), or (ii) Infrastructure and Applications: (Ubuntu Pro), with or without support:

**Physical server:** A subscription attached to a physical host running Ubuntu or a Covered Hypervisor. If all physical hosts in the Environment are attached, then Ubuntu Pro subscription also covers all Ubuntu guests on those hosts

**Desktop:** A subscription limited to Desktop use-cases. It covers packages in the base Ubuntu desktop image as well as packages necessary for basic network authentication and connectivity using sssd, winbind, network-manager, and network-manager plugin. It can also cover support (weekday or 24/7) for Ubuntu distribution for Windows Subsystem for Linux (WSL) and developer tools such as MicroK8s and Multipass

Each subscription can be purchased at one of three support levels - Ubuntu Pro (previously known as Essential), Ubuntu Pro + support (weekday) (previously known as Standard) or Ubuntu Pro + support (24/7) (previously known as Advanced) and must cover all Ubuntu systems within your production environment. Unless otherwise stated, a subscription will be Ubuntu Pro. Detailed pricing can be found at: <https://ubuntu.com/pricing/pro>

	UBUNTU PRO	UBUNTU PRO + SUPPORT (WEEKDAY)	UBUNTU PRO + SUPPORT (24/7)
Support	No	24/5	24/7
Severity 1 response time	No	4h	1h
Ubuntu assurance program	No		

Expanded Security Maintenance (ESM)	✓	✓	✓
Certified components for compliance, hardening and audit	✓	✓	✓
Kernel livepatch	✓	✓	✓

Advanced Active Directory Policies	✓	✓	✓
Landscape	✓	✓	✓
Knowledge base	✓	✓	✓

## Security and compliance

As an Ubuntu Pro or Ubuntu Pro (Infra-only) customer, with or without support, you are entitled to the following:

### Expanded Security Maintenance (ESM)

ESM provides available critical, high, and selected medium CVE fixes for a number of packages, as specified below

All Ubuntu Pro subscriptions cover packages in the Ubuntu Main repository between End of Standard Support and End of Life

Full Ubuntu Pro subscriptions also cover packages in the Ubuntu Universe repository between the Release date and End of Life. This coverage is not included in Ubuntu Pro (Infra-only) subscriptions, with or without support.

ESM does not provide:

- Coverage for architectures other than 64-bit x86 AMD/Intel for Ubuntu releases 14.04 LTS, 16.04 LTS

- Bug fixes, unless a bug was created by an ESM security fix
- Security fixes for CVEs that are not High or Critical

- A guarantee to fix all High or Critical CVEs

### Other security fixes

Security fixes for OpenStack, Ceph, MAAS

The scope of security fixes for each of those products is described in their respective sections below

### Certified components for compliance, hardening and audit

FIPS 140-2 Level 1 certified modules for Ubuntu 20.04 LTS, 18.04 LTS and 16.04 LTS

FIPS 140-3 Level 1 certified modules for Ubuntu 22.04 LTS (coming soon)

Common Criteria EAL2 for Ubuntu 18.04 LTS and 16.04 LTS

Access to certified CIS Benchmark tooling Level 1 and 2 for Ubuntu 18.04 LTS



and 16.04 LTS Ubuntu Security Guide (USG) for Ubuntu 20.04 LTS which includes certified DISA-STIG profiles and CIS benchmark tooling Level 1 and 2  
Ubuntu Security Guide (USG) Ubuntu 22.04 LTS (coming soon) which will include certified DISA- STIG profiles and CIS benchmark tooling Level 1 and 2

Landscape and knowledge base access

Access to Canonical's Landscape systems management and the knowledge base

Kernel Livepatch

Access to Canonical's kernel livepatch client and security livepatches for selected High and

Critical kernel CVEs

Kernel Livepatch may provide non-security bug fixes as kernel livepatches

Only the default LTS kernel is available for livepatching. This includes its backport as the last HWE kernel to the previous LTS release

Access to Canonical's Livepatch on-prem server

## Weekday or 24/7 support

As a weekday or 24/7 support customer, you are entitled to all of the benefits of the Ubuntu Pro or Ubuntu Pro (Infra-only) customer, as set out in the security and compliance section above, plus:

Support scope and levels:

Infra support:

weekday or 24/7

Apps support:

weekday or 24/7

Full Stack Support (Infra &

Apps): weekday or 24/7 Included in all support levels:

Ubuntu releases

Break-fix support for standard installation, configuration, maintenance, and troubleshooting and usage of any Ubuntu LTS release when installed using official sources and within Ubuntu lifecycle. Bug-fix support is not offered after the End of Standard Support

Certified hardware

Ubuntu Certified hardware has passed Canonical's extensive testing and review process. More information about the Ubuntu certification process and a list of certified hardware can be found on the Ubuntu Certification page: <http://www.ubuntu.com/certification> Full support applies only with respect to customer's hardware that has been certified. In the event a customer requests the services with respect to hardware, which is not certified, Canonical will use reasonable efforts to provide support services, but may not adhere to the obligations described in this service description

Supported services

The following packages, kernels and services are within the scope of support: Canonical maintained packages in Ubuntu Main repository  
Packages in the Ubuntu Cloud Archive  
Canonical maintained Snap packages, Charms and OCI images Supported Kernels

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Support is not provided for any packages that have been modified Kubernetes

Kubernetes cluster Full-Stack Support

requirements: Kubernetes

installations deployed via:

Charmed Kubernetes in at least the minimum deployment configuration

A kubeadm-deployed cluster of unmodified upstream

Kubernetes binaries as published by the CNCF

deployed on Ubuntu as base OS validated by Canonical MicroK8s

Highly-Available control plane either deployed using Charms in the Charmed Kubernetes reference architecture or in a similar fashion using kubeadm Support must be purchased for all Nodes in the supported Kubernetes cluster Supported versions of Kubernetes include:

Weekday or 24/7 Support for N-2 (the latest and previous two) releases in the stable release channel

ESM security patching for N-4 (the latest and previous four) releases in the stable release channel

For any deployment of Charmed Kubernetes carried out by Canonical while under contract for a deployment, which results in the customisation of any Charms, the customisation will be supported for 90 days after completion of the deployment

Limited Kubernetes Support

Unless the Full-Stack Support requirements set out above are met, support is limited to Bug-fix Support for:

- The software packages and Charms necessary for running Charmed Kubernetes

- Kubernetes clusters deployed using kubeadm utilising the software packages available from [apt.kubernetes.io](https://apt.kubernetes.io)

Support — included in Infra and Full Stack support, but not included in

Apps support: OpenStack

OpenStack software support depends on the Ubuntu release deployed on the underlying Nodes:

The version of OpenStack provided initially in the release of a LTS version of Ubuntu is supported for the entire lifecycle of that Ubuntu version

Releases of OpenStack after an LTS version of Ubuntu are available in the Ubuntu Cloud Archive. Each OpenStack release in the Ubuntu Cloud Archive is supported on an Ubuntu LTS version for a minimum of 18 months from the release date of the Ubuntu version that included the applicable OpenStack version

OpenStack support requires all Nodes that participate in the OpenStack Cloud to be covered under an active support agreement

OpenStack support includes access to use available Canonical provided Microsoft- certified drivers in Windows Guest instances

Full

Ope  
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ts:

In addition to the requirements set out above, hardware must meet the minimum criteria for Charmed OpenStack  
The OpenStack Cloud was deployed via a Private Cloud Build or was validated through a Cloud Validation engagement

Scope:

Support for the Charms deployed

For any deployments under contract with Canonical, which result in customisation of any Charms, customisation will be valid for 90 days after the official release of the Charm which includes the customisations Support is included for all packages required to run OpenStack as deployed  
Upgrades of OpenStack components as part of the regular Ubuntu LTS maintenance cycle

Upgrades between versions of OpenStack or LTS versions of Ubuntu, Juju and MAAS are supported as long as the

upgrade is performed following a documented process as specified by Canonical as part of the Private Cloud Build or Cloud Validation Package

Addition of new cloud Nodes and replacement of existing Nodes with new Nodes of equivalent capacity are both supported

#### Limited OpenStack support

OpenStack clouds not deployed through a Private Cloud Build or validated using the Cloud Validation Package are limited to Bug-fix Support

OpenStack support does not include support beyond Bug-fix Support during the deployment or configuration of an OpenStack cloud

#### Exclusions

Full Stack Support excludes customisations which are not considered Valid Customisations

Support for workloads other than those required to run an OpenStack deployment Support for Guest Instances other than Cloud Guests

#### Charms support

Each Charm version is supported for one year from the release date Canonical will not provide support for any Charms that have been modified from the supported version

#### Ceph storage support

Ceph storage support depends on the Ubuntu release deployed on the underlying storage nodes:

The version of Ceph initially included in the release of a LTS version of Ubuntu is supported for the entire lifecycle of that Ubuntu version

Updated releases of Ceph are made available in the Ubuntu Cloud Archive after an LTS version is released. Each Ceph release in the Ubuntu Cloud Archive is

supported on an Ubuntu LTS version for a minimum of 18 months from the release date of the Ubuntu version that included the applicable Ceph version

Canonical will provide support for 192TB of raw storage per Ceph storage node. Please note that only Ceph storage nodes count towards the 192TB free tier of raw storage per node

If the Node allowance is exceeded, additional Ceph storage support needs to be acquired Customers who have purchased Ceph storage support for an unlimited amount of storage are limited to support of a single Ceph cluster

Ceph storage support requires all nodes that participate in the Ceph storage cluster to be covered under an active support agreement

Full Ceph

storage  
support  
Requirements:

ts:

The Ceph storage cluster was deployed via a Private Cloud Build, Ceph Cluster Build or was validated through a Cloud Validation engagement

Scope:

Support for the Charms deployed

Support is included for all packages required to run Ceph as deployed Upgrades of Ceph components as part of the regular Ubuntu LTS maintenance cycle

Upgrades between versions of Ceph or LTS versions of Ubuntu, Juju, and MAAS are supported as long as the upgrade is performed following a documented process as specified by Canonical as part of the Private Cloud Build or Cloud Validation Package

Addition of new Ceph storage nodes and replacement of existing nodes with new nodes of equivalent capacity are both supported

Limited Ceph storage support

Stand-alone storage clusters not deployed through a Ceph Cluster Build Package or cloud attached Ceph storage clusters not validated using a Cloud Validation Package are limited to Bug-fix Support only

Ceph storage support does not include support beyond Bug-fix

Support during the deployment or configuration of a standalone or cloud-attached storage cluster

#### MAAS support

In order to be eligible for MAAS support, all machines connected to a MAAS need to be covered under a MAAS support agreement or Ubuntu Pro

To be eligible for MAAS support, MAAS support must be purchased for all machines not covered by Ubuntu Pro

Versions of MAAS are supported on a corresponding LTS version of Ubuntu for a period of two years from the date that the MAAS version is released

#### MAAS support scope:

Support for the ability to boot machines using operating system images provided by Canonical

Support for the tooling required to convert certified operating system images not provided by Canonical into MAAS images

#### Out of scope. MAAS support does not provide:

Support for workloads, packages and service components other than those required to run a MAAS deployment

Support for the servers that the MAAS service runs on

Support for the Nodes deployed using MAAS but not covered under Ubuntu Pro Support for design and implementation details of a MAAS deployment

Access to Landscape and Canonical Livepatch Service for machines deployed with MAAS

#### Ubuntu Assurance Program

Ubuntu Pro + support customers are entitled to the Ubuntu Assurance Programme. Canonical may update the Assurance Programme and its terms periodically

Support — included in Apps support and Full Stack support, but not included in Infra support



Canonical will provide phone and ticket support to the Applications installed from Ubuntu Repositories. The list of supported applications is at:  
<https://ubuntu.com/support>

## Support exclusions

Apps only support does not include support for Hypervisor, OpenStack, MAAS, Ceph or Swift storage. It does not include providing native images for a chosen hypervisor

Ubuntu Pro Desktop support does not provide:

- Dual-booting (cohabitating with other operating systems)
- Peripherals which are not certified to work with Ubuntu Community flavours of Ubuntu
- Support for architectures other than x86\_64

## Add Ons

### Managed Services

Managed Services are an add-on to Ubuntu Pro + Infra Support (24/7), or Ubuntu Pro + Apps support (24/7) or Ubuntu Pro + Full Stack support (24/7). When added on, Canonical will manage the Environment as described below. Guests Instance running in the Environment receive the Ubuntu Pro subscriptions and support Following Canonical's building and initialising of the Environment (subject to separate service engagement), the Managed Service will re-deploy the Environment to reset credentials and validate the deployment process. The Managed Service will also provide documentation providing further detail on the working relationship with Canonical. Additional services can be offered subject to purchasing Professional Support Services (as listed in the section below) The Managed Service will remotely operate, monitor, and manage the Environment. Concrete examples include:

- backing up and restoring of the management infrastructure suite hardware and software
- failure monitoring and alerting
- capacity and performance
- reporting security
- patching and bug fixing
- scaling to deal with changes in demand
- version

upgrades and data  
migration  
administrator  
credential  
management

operational monitoring and addressing issues of performance, capacity and alerting patching and updates. The Managed Service will install applicable (e.g., security) patches and updates from the Ubuntu Cloud Archive to:

- The Ubuntu operating system
- OpenStack or Kubernetes and its dependencies OpenStack or Kubernetes Charms
- Other software deployed as part of the Environment

Administrative access. The Managed Service will provide the customer with access to the following applications and/or services:

- The OpenStack or Kubernetes dashboard, API and CLI Landscape (restricted to read only access)
- Monitoring and logging system (restricted to read only access) Only Canonical will have login access to Environment Nodes

Environment size. The Managed Service will add or remove Nodes from the Environment as requested by the customer through a support ticket, provided that the Environment does not go under the Minimum Size Requirement. All Environment Nodes must be covered under the service, so additional fees may apply

Ubuntu, OpenStack and Kubernetes upgrades. The Managed Service will ensure the customer's

Environment remains on a supported LTS version of Ubuntu and OpenStack and/or Kubernetes Upgrades will be performed on a per-AZ basis within maintenance windows decided in concert with the client.

Downtime should be expected for non-cloud-native workloads that cannot be migrated away from the availability zone undergoing upgrade.

If cloud utilisation is very high, upgrade risks will need to be carefully evaluated with the customer, potentially causing delays or preventing the project from being undertaken.

Project work. The Managed Service will provide planned upgrades and maintenance Monday to Friday during Canonical working days

Managed Apps. Canonical will manage Applications from its managed applications portfolio. Canonical will expose only API and other user-level interfaces of the Applications

Out of scope. The Managed Service does not provide:

For managed OpenStack and managed Kubernetes:

Managing, monitoring, backup or recovery of the operating system, customer generated data and any applications running within Guest Instances or Container Instances Support for the ability to run Guest Instances using images other than those provided by Canonical

Architectural changes to the

Environment Alternative

scheduling of updates or upgrades

Installation of packages or software other than those in the applicable Ubuntu Main Repository or updates to those packages delivered in the Ubuntu Cloud Archive

Unsupported versions of Ubuntu, OpenStack, Kubernetes or applications.

Installation of additional components (e.g. LBaaS, VPNaaS, SDN or SDS) beyond the software installed as part of the building of the Environment

Adherence to the Customer's Change Management requirements/regulations without a DSE Integration with Customer's ticketing system without a TAM

Service conclusion. At the end of the service term, the Managed Service will initiate an operational transfer. Operational transfer includes:

Hand over of all credentials of the hosts, management software, Landscape and Applications to the customer. The continued operation of Landscape is subject to purchase and agreement of appropriate license terms

Coordination of any applicable training (if

purchased) Customer dependencies. The Managed

Service requires:

Credentials to the Infrastructure being used for the Applications in the case in which such infrastructure is not managed by Canonical, i.e. Managed OpenStack

Continuous VPN access for Canonical support personnel to the Environment

Utilisation parameters per Node to be kept below the maximum specified in the design document provided by Canonical when the Environment is delivered to

the customer

The facility where the Environment is hosted to comply with the minimum required measures to function, including but not limited to, connectivity, sufficient power supply, sufficient cooling system, and physical access control to the Environment

The Minimum Size Requirement for the Cloud or Kubernetes cluster maintained at all times Uptime Service Level

The Managed Service includes the following uptime service levels:

	<b>DATA PLANE FOR CUSTOMER WORKLOADS THAT ARE DISTRIBUTED ACROSS TWO REGIONS</b>	<b>DATA PLANE FOR CUSTOMER WORKLOADS THAT ARE IN A SINGLE REGION</b>	<b>CONTROL PLANE (OPENSTACK/ KUBERNETES API, WEB UI AND CLI)</b>
Uptime	99.9%	99.5%	99%

Data plane includes:

Virtualisation (for workloads that are architected to not depend on a single compute node)

Storage (block & object)

## Network for instances

Downtime must be directly attributable to Canonical in order for it to count against the service level and is measured across a 12 month period. Planned maintenance windows and any requests by the customer are not taken into account when calculating uptime. Planned maintenance is carried out as required by Canonical, Monday to Friday during Canonical working days

## Professional Support Services

Technical Account Manager (TAM) is an add-on service to enhance support

Canonical will provide a TAM, who will perform the following services for up to 10 hours per week during local Business Hours during the term of service:

- Provide support and best-practice advice on platform and configurations covered by the applicable Ubuntu Pro services

- Participate in review calls every other week at mutually agreed times addressing the

- customer's operational issues

- Organise multi-vendor issue coordination through TSANet or Canonical's direct partnerships where applicable. When the root cause is identified, the TAM will work with the vendor for that sub-system, working to resolve the case through their normal support process

Canonical will hold a quarterly service review meeting with the customer to assess service performance and determine areas of improvement

If required, the TAM may facilitate integration of the Customer's ticketing system with Canonical's

The TAM will visit the customer's site annually for on-site technical review

The TAM is available to respond to support cases during the TAM's working hours. Outside of

such hours, support will be provided per the Ubuntu Pro Support

Process Dedicated Technical Account Manager (DTAM) is an add-on service to enhance support

Canonical will provide a DTAM, who will perform all services provided by TAM and the services listed below during local Business Hours for up to 40 hours per week (subject to Canonical leave policies) during local Business Hours during the term of service:

- Act as the primary point of contact for all support requests originating from the customer department for which the DTAM is responsible

- Manage support escalations and prioritisation in accordance with Canonical's standard

- support response definitions and customer needs

- Attend applicable Canonical internal training and development activities (in-person and remote)

The DTAM is available to respond to support cases during the DTAM's working hours. Outside of

Business Hours, support will be provided per the Ubuntu Pro Support Process

If a DTAM is on leave for longer than five consecutive days, Canonical will assign a temporary remote resource to cover the leave period. Canonical will coordinate with the customer with respect to foreseeable DTAM leave

Dedicated Support Engineer (DSE) is an add-on service to enhance support

Canonical will provide a DSE, who will perform the following services during local Business Hours for up to 40 hours per week (subject to Canonical leave policies) during the term of service:

- Be available onsite as required to meet the customer's requirements
- Understand the products utilised in the customer's Environment that need to be

- integrated with Canonical's offerings and assist with those products, to the extent reasonable based on the DSE's expertise, to ensure the successful usage of offerings from Canonical

- Provide support and best-practice advice on platform and configurations covered by the applicable Ubuntu Pro services

- Act as the primary point of contact for all support requests originating from the customer department for which the DSE is responsible

Act as a Canonical representative for Change Management protocols, in turn defending, coordinating and executing required Changes by Managed Services

Manage support escalations and prioritization in accordance with Canonical's standard

support response definitions and customer needs

Participate in regular review calls addressing the customer's

operational issues Organise multi-vendor issue coordination through

TSANet or Canonical's direct partnerships where applicable. When the root cause is identified, the DSE will work with

the vendor for that sub-system, working to resolve the case through their normal support process

Attend applicable Canonical internal training and development activities

Canonical will hold a quarterly service review meeting with the customer to assess service performance and determine areas of improvement

The DSE is available to respond to support cases during the DSE's working hours. Outside of

Business Hours, support will be provided per the Support Services Process

If a DSE is on leave for longer than five consecutive business days, Canonical will assign a temporary remote resource to cover the leave period. Canonical will coordinate with the customer with respect to foreseeable DSE leave

## Support Services Process

### Service initiation

Upon commencement of the services, Canonical will provide access for a single technical representative to Landscape, the support portal, and the online knowledge base

The customer, through their initial technical representative, may select their chosen technical representatives who act as primary points of contact for support requests. The customer will receive up to 5 dedicated, personalised credentials for technical representatives per every 500 Nodes under support, but not more than a total of 15 credentials

The customer may change their specified technical representatives at any time by submitting a support request via the support portal

### Submitting support requests

The customer may open a support request once the customer account has been provisioned within the support portal

The customer may submit support cases through the support portal or by contacting the support team by telephone, unless otherwise noted

A support case should consist of a single discrete problem, issue, or request. Cases are assigned a ticket number and responded to automatically. All correspondence not entered directly into the case, including emails and telephone calls, will be logged into the case with a timestamp for quality assurance.

When reporting a case, the customer should provide an impact statement to help Canonical determine the appropriate severity level. Customers with multiple concurrent support cases may be asked to prioritize cases according to severity of business impact.

The customer is expected to provide all information requested by Canonical as we work to resolve the case.

Canonical will keep a record of each case within the support portal, enabling the customer to track and respond to all current cases and allowing for review of historical cases.

#### Support severity levels

Once a support request is opened, a Canonical support engineer will validate the case information and determine the severity level, working with the customer to assess the urgency of the case.

Canonical will work as described below to provide the customer with a work-around or permanent solution following the severity levels as described below. As soon as core functionality is available, the severity level will be lowered to the new appropriate severity level. Canonical will use reasonable efforts to respond to support requests made by the customer within the initial response times set forth below, based on the applicable service and severity level, but cannot guarantee a work-around, resolution or resolution time:



SEVERITY LEVEL	DESCRIPTION	WEEKDAY INITIAL RESPONSE TIME	24/7 INITIAL RESPONSE TIME
1	Core functionality critical impact/Service down	4 hours, excluding weekends and holidays	1 hour
2	Core functionality severely degraded	8 Business hours	2 hours
3	Standard support request	12 Business hours	6 Business hours
4	Non-urgent requests, including cosmetic, informational and feature requests.	24 Business hours	12 Business hours

Customer assistance. Continuous effort support is dependent on the customer being available at all times to assist Canonical, otherwise Canonical may need to reduce the severity level and its ability to respond

Hotfixes. To temporarily resolve critical support cases, Canonical may provide a version of the affected software (e.g. package) that applies a patch. Such versions are referred to as “hotfixes”. Hotfixes provided by Canonical are supported for 90 days after the corresponding patch has been incorporated into a release of the software in the Ubuntu Archives. However, if a patch is rejected by the applicable upstream project, the hotfix will no longer be supported and the case will remain open

Support language. Canonical will provide the support in English, unless specified otherwise

Remote sessions. At the discretion of a Canonical engineer, a remote access service might be offered to access a supported system. In such a case, Canonical will determine which remote access service to use. Canonical engineers do not perform any remote actions on a supported system

Ask for a Peer Review. As a normal business practice, Canonical performs peer

reviews on a percentage of all cases. Customers can specifically request a peer review on a case within the case comments or by calling the phone number listed in the support portal. An impartial engineer will be assigned to review the case and provide feedback

Management escalation. The customer may escalate support issues following the escalation process: Non-urgent needs. Request a management escalation within the case itself. A manager will be contacted to review the case and post a response within 1 business day

Urgent needs can be escalated to Canonical's Support & Technical Services Manager by emailing [support-manager@canonical.com](mailto:support-manager@canonical.com). If you require further escalation, email Canonical's Support & Technical Services Director at [operations-director@canonical.com](mailto:operations-director@canonical.com)

## Embedded Services

Where services are denoted to be "Embedded" the following applies:

Introduction. You will receive the engineering support and access to Expanded Security Maintenance. Canonical will provide such technical support to unmodified Ubuntu LTS release images when installed using official sources and within its product life cycle Scope. The scope of the service is limited to the appropriate level, as listed above Engineering Support-only: scope and process. You will provide the following:

You are responsible for resolving all end user issues. Canonical will not be supporting end-users directly. You should utilise the Knowledge Base, Launchpad, and other resources in addition to your own resolution systems to find workarounds or resolutions for any issue prior to opening a support case with Canonical

You will search Launchpad, to ensure that the issue is not already known and being resolved and, if it is, provide suspected bug number to Canonical support as reference. Canonical reserves the right to redirect low-level and untriaged issues to you

You are responsible for specifying how an issue arises and in what sub-system it is taking place. You must provide a repeatable test case that Canonical can recreate on the hardware systems to which Canonical has access

You will work with Canonical to provide any debugging or further testing required. You will provide any technical information as requested to resolve the problem. Failure to provide required information or assistance in gathering such information may result in closure of the case. When the final solution has been provided by Canonical, you are responsible for verifying that it solves the issue

## Definitions

**Applications:** Applications Supported or Managed by Canonical (Managed Applications as described in the Add-ons section, under Managed Services, and at <https://ubuntu.com/managed>)

**Apps support:** phone and ticket support for the base Ubuntu OS image and a set of open source applications from Ubuntu repositories, built by Canonical or otherwise agreed with Canonical. A list of currently offered applications is set out at <https://ubuntu.com/support>. The list of Applications is subject to change without notice. The support scope also covers Kubernetes and LXD

**Break-fix Support:** request assistance in the event of an incident and answer questions about Supported Packages and products

**Bug-fix Support:** support for reported software bugs in Supported Packages only. This does not include troubleshooting of issues to determine if a bug is present

Business Hours: 08:00–18:00, Monday–Friday, local to the customer’s headquarters unless another location is agreed. All times exclude public holidays

Ceph Cluster: a single Ceph installation in a single physical data center and specified by a unique identifier

Charm: a set of scripts compatible with Juju application modelling for the purpose of deploying and configuring relationships between software packages

Charmed Kubernetes: Kubernetes deployed using Juju and the official Canonical-Kubernetes bundle on bare metal, Cloud Guests, or virtual machines

Cloud Guest: a Guest Instance or Container Instance of

Ubuntu Server Container Instance: a container instance

running in the cluster

Covered Hypervisor: any of: KVM | Qemu | Boch, VMWare ESXi, LXD | LXC, Xen, Hyper-V (WSL, Multipass), VirtualBox, z/VM, Docker. All Nodes in the cluster have to be subscribed to the service in order to benefit from the unlimited VM support

CVEs (High and Critical): High and Critical Common Vulnerabilities and Exposures as assessed by the Ubuntu Security Team. More details can be found at <https://ubuntu.com/security/cves>

DSE: a Canonical dedicated support engineer assigned to work full-time for a single customer acting as an extension of the customer's support organisation with a primary focus on integrating and supporting Canonicals offerings within the customer's Environment

DTAM: a Canonical support engineer dedicated to work full-time remotely for a single customer Environment: a cloud or cluster, as applicable to the particular service offering

End of Life: a date (10 years after the Release Date) on which the Expanded Security Maintenance service for an Ubuntu LTS expires

End of Standard Support: a date (5 years after the Release Date) on which free standard security maintenance service for the Ubuntu Main repository of an Ubuntu LTS expires

Expanded Security Maintenance (ESM): an additional scope of security patching service delivered by the Ubuntu Security Team as found at <https://ubuntu.com/security/esm>. It covers fixes to High and Critical CVE vulnerabilities for 10 years and could be offered for Ubuntu Main repository (with Ubuntu Pro (Infra-only)), or both Ubuntu Main and Universe repositories (with the full Ubuntu Pro).

Guest Instance: a virtual machine instance

Infra support: Support for the base Ubuntu OS image and a set of open source infrastructure components, such as MAAS, Ceph storage and OpenStack. It also covers Kubernetes and LXD.

Kubernetes: the container orchestration software known as "Kubernetes" as distributed by Canonical

Minimum Size Requirement: at least 12 host Nodes continuously available for the Cloud or 10 host Nodes continuously available for the Cluster or such other size requirement as agreed with Canonical in writing

Node: a Physical Node or Virtual Machine provided to Canonical (or paid for) by the Customer for the purposes of running the Environment. Any further machines (whether virtual (VM) or container) created on top of a Node are not themselves considered to be Nodes

OpenStack: the cloud computing software known as "OpenStack" as distributed by Canonical with Ubuntu

Physical Node: a single named/managed unit of physical compute infrastructure, essentially the shelf or rack unit. May contain multiple CPU sockets, cores, NICs, Storage controllers/devices

Region: a discrete OpenStack Environment with dedicated API endpoints, which typically shares only the Identity (Keystone) service with other Regions. An OpenStack Region must be contained within a single datacenter.

Release date: the general availability release date of an Ubuntu version as found at <https://ubuntu.com/about/release-cycle>

Swift Cluster: a single Swift installation in a single physical data center and specified by a unique identifier

TAM: a Canonical support engineer who works remotely to personally collaborate with the customer's staff and management

Ubuntu Main: the deb package repository of an Ubuntu identified by Canonical as

Ubuntu Main Ubuntu Universe: the deb package repository of an Ubuntu identified by

Canonical as Ubuntu Universe

Valid Customisations: configurations made through Horizon or the OpenStack API of the OpenStack Packages. For the avoidance of doubt, valid customisations do not include architectural changes that are not

expressly executed or authorised by Canonical. Configuration options set during a Private Cloud Build should be considered critical to the health of the Cloud. Any changes to these may render the cloud unsupported.

Requests for changes should be validated by Canonical to ensure continued support

Virtual Machine (VM): a virtualised compute instance instantiated on a recognised hypervisor technology (KVM, VMWare ESXi, OpenStack or public cloud)

# Exhibit B

## Solution Support

As a support customer covered by the services set out herein, you are entitled to the benefits and services as further described below.

### Support Levels

As Standard or Advanced customer, you are entitled to the following benefits and services:

24x5 (Standard) or 24x7 (Advanced) phone and ticket support.

Releases. Canonical will provide support for installation, configuration, maintenance, use and management of any LTS release of the Solution when installed using official sources and within its product life cycle. The life cycle for each LTS version of the Solution will be specified on the Solution provider's website.

### Support Services Process

#### Service Initiation:

Upon commencement of the services, Canonical will provide access to the support portal and the online knowledge base (if any).

#### Submitting Support Requests:

The customer may open a support request once the customer account has been provisioned within the support portal.

The customer may submit support cases through the support portal or by contacting the support team by telephone, unless otherwise noted.

A support case should consist of a single discrete problem, issue, or request.

Cases are assigned a ticket number and responded to automatically. All correspondence not entered directly into the case, including emails and telephone calls, will be logged into the case with a timestamp for quality assurance.

When reporting a case, the customer should provide an impact statement to help Canonical determine the appropriate severity level. Customers with multiple concurrent support cases may be asked to prioritise cases according to severity of business impact.

The customer is expected to provide all information requested by Canonical as we work to resolve the case.

Canonical will keep a record of each case within the support portal enabling the customer to track and respond to all current cases and allowing for review of historical cases.

#### Support Severity Levels:

Once a support request is opened, a Canonical Support Engineer will validate the case information and determine the severity level, working with the customer to assess the urgency of the case.

Response times will be as set forth in the Service Description for the applicable



service offering. When setting the severity level, Canonical's Support Team will use the definitions as stated below:

### Severity Level 1

Core functionality not available

Canonical will use continuous effort according to the service level purchased, through appropriate support engineer(s) and/or development engineer(s), to provide a work-around or permanent solution. As soon as core functionality is available, the severity level will be lowered to the new appropriate severity level. Where Canonical's required solution is to move to a later LTS, the severity level will be lowered to a new appropriate severity level if you decide not to move to such LTS.

### Severity Level 2

Core functionality severely degraded

Canonical will provide concerted efforts during the applicable business hours to provide the customer with a work-around or permanent solution. As soon as core functionality is no longer severely degraded, the severity level will be lowered to level 3. As above, where Canonical's required solution is to move to a later LTS, the severity level will be lowered to a new appropriate severity level if you decide not to move to such LTS.

### Severity Level 3

Standard support request

Canonical will use reasonable efforts during the applicable business hours to provide the customer with a work-around or permanent solution as soon as possible, balanced against higher severity level cases. If a work-around is provided, Canonical's support engineers will continue to work on developing a permanent resolution to the case.

Severity Level 4  
Non-urgent request

Level 4 requests include cosmetic issues, informational requests, feature requests, and similar matters. Canonical does not provide a timeline or guarantee for inclusion of any feature requests. Canonical will review each level 4 case and determine whether it is a product enhancement to be considered for a future release, an issue to be fixed in the current release or an issue to be fixed in a future release. Canonical will review and respond to information requests with a reasonable level of effort during coverage hours. Canonical may close cases representing level 4 issues after responding if Canonical believes it is appropriate to do so.

Response times. Canonical will use reasonable efforts to respond to support requests made by the customer within the response times set forth below, based on the applicable service and severity level. Table of response times:

	<b>STANDARD</b>	<b>ADVANCED</b>
Severity Level 1	4 Business hours, excluding weekends and holidays	1 hour
Severity Level 2	8 Business hours	2 hours
Severity Level 3	12 Business hours	6 hours
Severity Level 4	24 Business hours	12 hours

\*"Business hours" means 08:00 - 18:00 Monday - Friday local to the customer's

headquarters unless  
another location is agreed. All times exclude public holidays.

## Supported Solutions

The Supported Solutions are as set out below.

- Blender LTS

<https://www.blender.org>

[g/download/lts/](#)

# Exhibit C

## Train with Ubuntu

Train your sysadmins and devops engineers to become Charmed OpenStack or Charmed Kubernetes experts. Canonical runs training programmes to suit all environments and all levels of experience. Explore, prototype and design with cloud technologies so you can get the most out of your environment. All classes and materials are provided in English.



PLEASE NOTE: Due to current circumstances linked to the COVID-19 pandemic, all training programmes mentioned in this page are performed remotely. All training content and labs will remain the same. We aim to return to an on-site delivery model as soon as the circumstances permit.

## OpenStack Fundamentals

### On-site OpenStack cloud training

A three-day hands-on course at your premises for up to 15 people that will give you the best introduction for setting up and running your own Charmed OpenStack cloud.

[Read the course outline \(PDF\) ›](#)

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### High Availability Architecture add-on training

This half day add-on course is bundled with our OpenStack Fundamentals training. It provides key instruction on High Availability for OpenStack for up to 15 students at your premises.

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## OpenStack Operations

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### On-site training: how to operate Charmed OpenStack

A five-day hands-on course at your premises for up to 15 people that guides you through all aspects of performing effective operations on your Charmed OpenStack cloud. A follow-up course to OpenStack

Fundamentals, it guides you through operational tasks such as monitoring, troubleshooting, patching, scaling, and upgrading, while keeping your cloud available and performing.

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# Ubuntu Server Administration

## Basic on-site Ubuntu Server training

A three-day hands-on course at your premises for up to 15 students, that teaches you how to install and administer Ubuntu Server.

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## Advanced on-site Ubuntu Server training

You've been using Ubuntu Server for a while and want to advance your skills. The Ubuntu Advanced Server course is an intensive three-day hands-on course in which you will learn and use advanced techniques.

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## Kubernetes Explorer

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### On-site training

A three-day hands-on course at your premises for up to 15 people that guides you through Charmed Kubernetes. You will learn about Kubernetes, how to deploy it and configure it, as well as how to perform operational actions such as live upgrades.

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Bare Metal add-on training

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This is an add-on course that is offered as an extension to the Kubernetes Explorer. It focuses on managing your bare metal in an automated way with MAAS so that you can deploy Kubernetes easily and effortlessly. It takes place at your premises for up to 15 students.

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**Kubeflow**

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## Modelling and Operations training

A four-day workshop-like course at your premises for up to 15 people that guides you through all aspects of performing effective Machine Learning and Deep Learning automation on your Kubeflow cluster. A follow-up course to Kubernetes Explorer, it guides you through common tasks such as creating Pipelines, working with Notebooks, training models, visualizing results, model serving, and troubleshooting, as well as introducing MLOps practices for streamlined data science using containerized frameworks and infrastructure.

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[Contact us to book yours ›](#)

## Metal as a Service (MAAS)

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### Deployment and Operations training

A two-day hands-on course at your premises for up to 15 people that guides you through MAAS and how to treat your bare metal estate as a cloud. The aim of this training is to help users understand MAAS components, installing and configuring them, as well on-going MAAS operations for physical and virtual machines (KVM), network configuration and image management.

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## Ceph Operations

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Deployment and Operations training

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A three-day hands-on course at your premises for up to 15 people that focuses on Ceph storage. The aim of this training is to educate users on Ceph, practice deployment, perform operations and optimisations of Ceph storage, as well as troubleshooting.

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## Landscape

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### Deployment and Operations training

A two-day hands-on course at your premises for up to 15 people that focuses on Landscape. The aim of this training is to educate users on the deployment, administration and operation of Landscape. Each section contains a theory session presented by the instructor, followed by a practical lab.

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## Juju Administrator

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A three-day hands-on course at your premises for up to 15 people that focuses on Juju. The course is designed to enable administrators to quickly become proficient at managing Juju and deploying, configuring and integrating applications across computing substrates. The course is a blend of theory sessions and hands-on practical labs which see attendees deploying charmed applications on VMs, containers and Kubernetes clusters.

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## Charm Developer

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A two-day hands-on course at your premises for up to 15 people that focuses on Charms.

This course is an introduction to charmed operator development and covers the development, testing and release of charmed operators for both machines and Kubernetes.

The course is delivered as a blend of theory lessons and hands-on practical labs. Upon completion, attendees will feel comfortable developing charms that can manage applications throughout their life, and integrate seamlessly with other applications across computing substrates.

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## Snapcraft 101

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A hands-on workshop to learn how to create, build, publish and maintain your own snaps using Snapcraft and deploy them on Ubuntu Core. The workshop alternates short instructor-led discussions with task-focused practical labs. At the end of the two day workshop, your development team will be fully capable of deploying and maintaining your own snaps.

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# Exhibit D

## Intellectual property rights policy

Latest update: We updated this policy on 15 July 2015.

Welcome to Canonical's IPRights Policy. This policy is published by Canonical Limited (Canonical, we, us and our) under the Creative Commons CC-BY-SA version 3.0 UK licence.

Canonical owns and manages certain intellectual property rights in Ubuntu and other associated intellectual property (Canonical IP) and licences the use of these rights to enterprises, individuals and members of the Ubuntu community in accordance with this IPRights Policy.

Your use of Canonical IP is subject to:

- Your acceptance of this IPRights Policy;
- Your acknowledgement that Canonical IP is the exclusive property of Canonical and can only be used with Canonical's permission (which can be revoked at any time); and
- You taking all reasonable steps to ensure that Canonical IP is used in a manner that does not affect either the validity of such Canonical IP or Canonical's ownership of Canonical IP in any way; and that you will transfer any goodwill you derive from them to Canonical, if requested.

Ubuntu is a trusted open source platform. To maintain that trust we need to manage the use of Ubuntu and the components within it very carefully. This way, when people use Ubuntu, or anything bearing the Ubuntu brand, they can be assured that it will meet the standards they expect. Your continued use of Canonical IP implies your acceptance and acknowledgement of this IPRights Policy.

### Older versions

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## 1. Summary

- You can download, install and receive updates to Ubuntu for free.
- You can modify Ubuntu for personal or internal commercial use.
- You can redistribute Ubuntu, but only where there has been no modification to it.
- You can use our copyright, patent and design materials in accordance with this IPRights Policy.
- You can be confident and can trust in the consistency of the Ubuntu experience.
- You can rely on the standard expected of Ubuntu.
- Ubuntu is an aggregate work; this policy does not modify or reduce rights granted under licences which apply to specific works in Ubuntu.

## 2. Relationship to other licences

Ubuntu is an aggregate work of many works, each covered by their own licence(s). For the purposes of determining what you can do with specific works in Ubuntu, this policy should be read together with the licence(s) of the relevant packages. For the avoidance of doubt, where any other licence grants rights, this policy does not modify or reduce those rights under those licences.

## 3. Your use of Ubuntu

- You can download, install and receive updates to Ubuntu for free.
- Ubuntu is freely available to all users for personal, or in the case of organisations, internal use. It is provided for this use without warranty. All implied warranties are disclaimed to the fullest extent permitted at law.
- You can modify Ubuntu for personal or internal use
- You can make changes to Ubuntu for your own personal use or for your organisation's own internal use.

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- You can redistribute Ubuntu, but only where there has been no modification to it.
- You can redistribute Ubuntu in its unmodified form, complete with the installer images and packages provided by Canonical (this includes the publication or launch of virtual machine images).
- Any redistribution of modified versions of Ubuntu must be approved, certified or provided by Canonical if you are going to associate it with the Trademarks. Otherwise you must remove and replace the Trademarks and will need to recompile the source code to create your own binaries. This does not affect your rights under any open source licence applicable to any of the components of Ubuntu. If you need us to approve, certify or provide modified versions for redistribution you will require a licence agreement from Canonical, for which you may be required to pay. For further information, please contact us (as set out below).
- We do not recommend using modified versions of Ubuntu which are not modified in accordance with this IPRights Policy. Modified versions may be corrupted and users of such modified systems or images may find them to be inconsistent with the updates published by Canonical to its users. If they use the Trademarks, they are in contravention of this IPRights Policy. Canonical cannot guarantee the performance of such modified versions. Canonical's updates will be consistent with every version of Ubuntu approved, certified or provided by Canonical.

## 4. Your use of our trademarks

Canonical's Trademarks (registered in word and logo form) include:

- UBUNTU
- KUBUNTU
- EDUBUNTU
- XUBUNTU
- JUJU
- LANDSCAPE
- You can use the Trademarks, in accordance with Canonical's brand guidelines, with Canonical's permission in writing. If you require a Trademark licence, please contact us (as set out below).

- You will require Canonical's permission to use: (i) any mark ending with the letters UBUNTU or BUNTU which is sufficiently similar to the Trademarks or any other confusingly similar mark, and (ii) any Trademark in a domain name or URL or for merchandising purposes.
- You cannot use the Trademarks in software titles. If you are producing software for use with or on Ubuntu you may reference Ubuntu, but must avoid: (i) any implication of endorsement, or (ii) any attempt to unfairly or confusingly capitalise on the goodwill of Canonical or Ubuntu.
- You can use the Trademarks in discussion, commentary, criticism or parody, provided that you do not imply endorsement by Canonical.
- You can write articles, create websites, blogs or talk about Ubuntu, provided that it is clear that you are in no way speaking for or on behalf of Canonical and that you do not imply endorsement by Canonical.

Canonical reserves the right to review all use of Canonical's Trademarks and to object to any use that appears outside of this IPRights Policy.

## 5. Your use of our copyright, patent and design materials

- You can only use Canonical's copyright materials in accordance with the copyright licences therein and this IPRights Policy.
- You cannot use Canonical's patented materials without our permission.

### Copyright

The disk, CD, installer and system images, together with Ubuntu packages and binary files, are in many cases copyright of Canonical (which copyright may be distinct from the copyright in the individual components therein) and can only be used in accordance with the copyright licences therein and this IPRights Policy.

### Patents

Canonical has made a significant investment in the Open Invention Network, defending Linux, for the benefit of the open source ecosystem. Additionally, like many open source projects, Canonical also protects its interests from third parties by registering patents. You cannot use Canonical's patented materials without our permission.

### Trade dress and look and feel



Canonical owns intellectual property rights in the trade dress and look and feel of Ubuntu (including the Unity interface), along with various themes and components that may include unregistered design rights, registered design rights and design patents, your use of Ubuntu is subject to these rights.

## 6. Logo use guidelines

Canonical's logos are presented in multiple colours and it is important that their visual integrity be maintained. It is therefore preferable that the logos should only be used in their standard form, but if you should feel the need to alter them in any way, you should following the guidelines set out below.

- Ubuntu logo guidelines
- Canonical logo guidelines

## 7. Use of Canonical IP by the Ubuntu community

Ubuntu is built by Canonical and the Ubuntu community. We share access rights owned by Canonical with the Ubuntu community for the purposes of discussion, development and advocacy. We recognise that most of the open source discussion and development areas are for non-commercial purposes and we therefore allow the use of Canonical IP in this context, as long as there is no commercial use and that the Canonical IP is used in accordance with this IPRights Policy.

## 8. Contact us

Please contact us at <https://ubuntu.com/legal/terms-and-policies/contact-us>:

- if you have any questions or would like further information on our IPRights Policy, Canonical or Canonical IP;
- if you would like permission from Canonical to use Canonical IP;
- if you require a licence agreement; or
- to report a breach of our IPRights Policy.

Please note that due to the volume of mail we receive, it may take up to a week to process your request.

## 9. Changes

We may make non-material changes to this IPRights Policy from time to time. Please check this IPRights Policy from time to time to ensure that you are in compliance.