

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

1. **Scope.** This Rider and the attached HashiCorp, Inc. (“Manufacturer”) product specific license terms establish the terms and conditions enabling EC America (“Contractor”) to provide Manufacturer’s information technology products and services to Ordering Activities under EC America’s GSA MAS IT70 contract number GS-35F-0511T (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 EC America 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 (*e.g.*, the Anti-Deficiency Act (31 U.S.C. § 1341), the Contracts Disputes Act of 1978 (41 U.S.C. §§ 7101 *et seq.*), the Prompt Payment Act (31 U.S.C. §§ 3901 *et seq.*), the Anti-Assignment statutes (31 U.S.C. § 3727 and 41 U.S.C. § 6305), DOJ’s jurisdictional statute 28 U.S.C. § 516 (Conduct of Litigation Reserved to the Department of Justice (DOJ), and 28 U.S.C. § 1498 (Patent and copyright cases)). 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extent any Attachment A Terms are inconsistent with Federal law (See, FAR 12.212(a)), such inconsistent terms shall be superseded, unenforceable and of no legal force or effect in all resultant orders under the Schedule Contract, including but not limited to the following provisions: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 verbatim (not by reference) 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. All Manufacturer Specific Terms that incorporate third party terms by reference are hereby superseded.

- 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 EC America 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.** EC America 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.
- v) **Ownership of Derivative Works.** Provisions purporting to vest exclusive ownership of all derivative works in the licensor of the standard software on which such works may be based are superseded. Ownership of derivative works should be as set forth in the copyright statute, 17 U.S.C. § 103 and the FAR clause at 52.227-14, but at a minimum, the GSA Customer shall receive unlimited rights to use such derivative works at no further cost.

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.

ATTACHMENT A – HASHICORP, INC.

ENTERPRISE SOFTWARE LICENSE TERMS AND CONDITIONS

This Enterprise Software License Terms and Conditions, including all attachments, exhibits, schedules, addenda, (this “Agreement”), is entered into by and between HashiCorp, Inc., a Delaware company with its principal place of business at 101 Second Street, Suite 575, San Francisco, CA 94105, USA and the Ordering Activity under GSA Schedule contracts (“Customer” or “Ordering Activity”). This Agreement shall be effective on the date fully executed by the parties (the “Effective Date”).

1. **DEFINITIONS**

Capitalized terms used herein have the meaning ascribed below, or where such terms are first used, as applicable.

1.1 “**Affiliate**” means with respect to a party, any person or entity that controls, is controlled by, or is under common control with such party, where “control” means ownership of fifty percent (50%) or more of the outstanding voting securities.

1.2 “**Commercial Software**” means any and all current and future developed HashiCorp branded software that is licensed under this Agreement, including all Updates or Natural Successors thereto, that are made generally available by HashiCorp to its customers during the Subscription Term.

1.3 “**Community Software**” means software, including any Updates, that may be HashiCorp branded and that is separately licensed and distributed under open source software license, Mozilla Public License (version 2.0), a copy of which is made available at <https://www.mozilla.org/en-US/MPL/2.0/>.

1.4 “**Contractor(s)**” means any third-party provider, agents, outsourcers or contractor performing services on Customer’s behalf.

1.5 “**Documentation**” means the online help materials, including technical specifications, describing features and functionalities of the Software that HashiCorp provides for use with the Commercial Software, as updated by HashiCorp from time to time.

1.6 “**Intellectual property Rights**” means all current and future worldwide intellectual property rights, including without limitation, all patents, copyrights, trademarks, service marks, trade names, domain name rights know-how and other trade secret rights, and all other intellectual property rights and similar form of protection, and all applications and registrations for any of the foregoing, but explicitly excluding any open source software.

1.7 “**License Entitlement**” means the quantity of various license metrics pursuant to which the Commercial Software is licensed, which may include user licenses, nodes, clusters, servers or instances

1.8 “**License Keys**” means an alphanumeric code that enables use of the software.

1.9 “**License Type**” means the content, features and functionality applicable to the Commercial Software licensed by Customer as set forth in the Order Form. HashiCorp may update the content, functionality and features of the Commercial Software from time to time in its discretion, provided that HashiCorp will not materially decrease the features and functionality of the Commercial Software during the Subscription Term.

1.10 “**Natural Successors**” means any service/product that substantially replaces a particular service/product or substantially replaces such service/product in a particular market segment.

1.11 “**Order Form**” means an ordering document entered into by and between HashiCorp and Customer that references this Agreement and details the Software to be provide by HashiCorp, the fees associated therewith, and any other transaction specific terms and conditions, including without limitation the applicable License Entitlement, License Keys, License Type and Subscription Term.

1.12 “**Software**” means Community Software and Commercial Software, collectively.

1.13 **“Subscription Term”** means the subscription period(s) specified in an Order Form during which Customer may use and deploy the Software, subject to the terms of this Agreement.

1.14 **“Support Services”** means the maintenance and support services for applicable Software, as more fully described in the Support Services Policy, a current copy of which is set forth at <https://eula.hashicorp.com/SLASupportServiceOn-Prem-Oct2017.pdf> . HashiCorp reserves the right in its sole discretion to modify the Support Services Policy during the applicable Subscription term, provided that it is not a material change. A material change is defined as (1) terms that change Government rights or obligations; (2) terms that increase Government prices; (3) terms that decrease overall level of service; or (4) terms that limit any other Government right addressed elsewhere in this contract.

1.15 **“Updates”** means any releases (including any preproduction releases) of Software created or made available on or after the Effective Date, including bug fixes, improvements, enhancements, translations, localizations, ports, new versions or releases, Natural Successors, releases on additional operating environments, and other changes thereto.

2. **LICENSE**

2.1 **License Scope.** Subject to the terms of this Agreement, HashiCorp grants to Customer a limited, revocable, non-exclusive, non-transferable and non-sublicensable right and license in accordance with the Documentation and the applicable Order Form to (a) install and use, in object code form, solely for internal business purposes, the Software; (b) use and distribute internally a reasonable number of copies of the Commercial Software and Documentation, provided that Customer must include on such copies all marks and notices of HashiCorp. Customer may permit its Contractors and Affiliates to use and access the Commercial Software and Documentation solely on behalf of and for the benefit of Customer, in accordance with this Agreement. Customer shall be responsible for all acts and omissions of such Contractors and Affiliates in connection with their use of the Commercial Software and Documentation that are in any way contrary to the terms and conditions of this Agreement, including without limitation, any use inconsistent with the Documentation and Order Form.

2.2 **Delivery and Acceptance.** Promptly following execution of an applicable Order Form and receipt of Customer’s purchase order, HashiCorp shall make the Software available for download or deliver License Keys that enable the Customer to download the Commercial Software. For purposes of the applicable Order Form, the Commercial Software will be deemed to have been delivered to Customer upon provision of such License Key or making the Commercial Software available for download.

2.3 **Community Software.** Customer acknowledges that open source versions of the Community Software must be used by Customer in order to fully utilize the Commercial Software. HashiCorp makes no warranties, express or implied, with respect to any such Community Software, licensed by third party not affiliated with HashiCorp. For purposes of clarity, and without limiting the generality of the foregoing, Community Software is made available under the terms of the Mozilla Public License (version 2.0), a copy of which is made available at <https://www.mozilla.org/en-US/MPL/2.0/>.

2.4 **Restrictions.** Customer acknowledges that the Commercial Software and its structure, organization and source code constitute valuable trade secrets of HashiCorp. Accordingly, except as otherwise expressly set forth in this Agreement, Customer may not and shall not permit any third party to: (a) translate, disclose modify or create any derivative works based on the Commercial Software; (b) market, sell, license, sublicense, distribute, publish, display, reproduce, rent, lease, loan, assign or otherwise transfer to a third party the Commercial Software or Documentation or any copy thereof, in whole or in part; (c) except to the extent permitted by law, decompile, disassemble, reverse engineer, or otherwise attempt to derive source code from the Commercial Software, in whole or in part; (d) operate the Software on behalf of or for the benefit of any third party, including the operation of any service that is accessed by a third party, for third-party training, commercial time-sharing or service bureau use; (e) remove any product identification, proprietary copyright or other notices contained in the Software; and (f) access or use the Commercial Software for the purpose of building a product or service with functionality substantially similar to the Software. Except to the extent otherwise provided in this Agreement, Customer shall have no rights to any source code for the Commercial Software.

2.5 **Ownership.** The Commercial Software and Documentation, all copies and portions thereof, and all Updates thereto, and all Intellectual Property Rights therein, are and shall remain the sole and exclusive property of HashiCorp. Customer is not authorized to use (and shall not permit any third party to use) the Software, Documentation or any portion thereof except as expressly authorized by this Agreement or the applicable Order Form.

2.6 **Open Source Software and Third-Party Software.** Customer agrees and acknowledges that: (a) the Commercial Software includes certain open source libraries, components and utilities, and other third-party software not owned or developed by HashiCorp (“Third Party Software”); and (b) the Community Software, which must be used in order to fully utilize the Commercial Software, is entirely licensed and distributed under the open source software license, provided above.

Therefore, in addition to the terms of this Agreement, Customer's use of the Software is further subject to the terms of the Third-Party Software; and any open source software or Community Software own applicable open source software license terms ("OSS License Terms"); which may be provided in the Documentation. Notwithstanding anything to the contrary herein, the OSS License Terms shall take precedence over this Agreement to the extent that the Agreement imposes greater restrictions on Customer than the applicable OSS License Terms. Customer hereby acknowledges that HashiCorp disclaim and make no representation or warranty with respect to the Community Software or any portion thereof, and assume no liability for any claim that may arise with respect to such Community Software or Customer's use or inability to use the same.

2.7 License Entitlement Audit. Customer shall monitor, maintain and ensure that use of the Commercial Software under this Agreement is consistent with the applicable License Entitlement. During the period in which Customer is obligated to maintain records of the License Entitlement, HashiCorp, may upon reasonable notice, and subject to applicable Government security requirements, request and review such records to verify that Customer has: (a) used the Commercial Software solely in the manner authorized herein; (b) paid all applicable licenses fee; and (c) otherwise complied with the terms of this Agreement and Order Form. Audit will be conducted during normal business hours in accordance with applicable Government security requirements and HashiCorp will use commercially reasonable efforts not to disrupt any of Customer normal business activities. HashiCorp shall not require to have physical access to Customer's premises, computing devices and systems in connection with any such audit. HashiCorp will promptly invoice Ordering Activity additional license fees sufficient to cover the unauthorized use revealed by the audit and Customer will promptly pay directly to HashiCorp any underpayments revealed by such audit within thirty (30) days of receipt of invoice.

2.8 Reserved.

3. **SUPPORT SERVICES**

3.1 During the applicable Subscription Term, HashiCorp will provide Customer with Support Services in accordance with the Support Services Policy, with respect to the purchased Support Services level. Customer agrees and acknowledges that Customer is not obtaining any Intellectual Property Right in or to the Support Services, other than the rights of use specifically granted in this Agreement.

3.2 Conditions for Providing Support Service. HashiCorp's obligation to provide Support Services is conditioned upon the following: (a) Customer makes reasonable efforts to solve the problem as recommended after consulting with HashiCorp; (b) Customer provides HashiCorp with information and resources to correct the problem via HashiCorp's Customer Support; (c) Customer procures, installs and maintains all equipment, telephone lines, communication interfaces and other hardware necessary to operate the Software; and (d) Customer is using a major or minor release of the Software that is no more than one (1) year from its date of initial release.

3.3 Exclusions. HashiCorp is not obligated to provide Support Services if: (a) the error is caused by Customer's negligence, hardware malfunction, system failure, or other causes beyond the reasonable control of HashiCorp; (b) errors arising from third party software not licensed through or provided by HashiCorp; (c) use of the Software not in accordance with the Documentation; or (d) Customer failure to pay subscription fees when due.

3.4 Termination of Support Services. If HashiCorp, in its sole discretion, discontinues provision of the Software, HashiCorp reserves the right to also discontinue the Support Services for such discontinued Software, in which case HashiCorp will use commercially reasonable efforts to provide Customer at least three (3) months prior written notice of any such discontinuance of Support Services and refund or release the Customer from further payment of such.

4. **RESERVED**

5. **CONFIDENTIAL INFORMATION**

5.1 Confidentiality. "Confidential Information" means information or materials provided by the party ("Discloser") to the other party ("Recipient") which are in tangible and labeled "confidential" or the like, or, information which, under the circumstances of disclosure, a reasonable person knew or should have known to be confidential. The following information shall be considered Confidential Information whether or not marked or identified as such: License Keys, product roadmap or strategic marketing plans and non-public materials relating to the Software. Recipient may use Confidential Information of Discloser; (a) to exercise its rights and perform its obligations under this Agreement; and (b) in connection with the parties' ongoing business relationship. Recipient will not use any Confidential Information of Discloser for any purpose not expressly permitted by this Agreement, and will disclose the Confidential Information of Discloser only to the employees or contractors of Recipient who have a need to know such Confidential Information and who are under a duty of confidentiality no less restrictive than Recipient's duty hereunder. Recipient will protect Confidential Information from unauthorized use, access,

or disclosure in the same manner as Recipient protects its own confidential or proprietary information of a similar nature but with no less than reasonable, due care. Recipient's obligations under this Section 5 with respect to any Confidential Information shall not apply if Recipient can show by written records that such information: (a) was already known to Recipient at the time of disclosure by Discloser; (b) was disclosed to Recipient by a third party who had the right to make such disclosure without any confidentiality restrictions; (c) is, or through no fault of Recipient has become, generally available to the public; or (d) was independently developed by Recipient without access to or use of Discloser's Information. In addition, Recipient will be allowed to disclose Confidential Information to the extent that such disclosure is required by law or by the order of a court of similar judicial or administrative body, provided that Recipient notifies Discloser of such required disclosure promptly and in writing and cooperates with Discloser, at Discloser's request and expense, in any lawful action to contest or limit the scope of such required disclosure. Notwithstanding the foregoing, the Freedom of Information Act (5 U.S.C. § 552) governs what information must be disclosed and what information may be withheld by the Government.

5.2 Feedback. To the extent Customer provides any suggestions, recommendations or other feedback specifically relating to the Software or Supports Services (collectively, "Feedback"), HashiCorp may utilize any ideas, concepts, know-how and techniques, derived from the Feedback provided that HashiCorp does not knowingly violate its obligations regarding confidentiality and intellectual property rights of Customer under this Agreement. Vendor acknowledges that the ability to use this Agreement and any Feedback provided as a result of this Agreement in advertising is limited by GSAR 552.203-71.

5.3 Data Privacy. HashiCorp does not seek or require, and Customer shall not provide HashiCorp with, access to (or the means to access) Customer Personal Data (other than Personal Data relating to Customer personnel's contact details that is obtained by HashiCorp in the ordinary course of maintaining its business relationship with Customer ("Contact Details")). Customer herewith explicitly consents to HashiCorp: (a) processing the Contact Details for administration and Support Services purposes; and (b) transferring the Contact Details outside the EEA, and/or have such Contact Details processed by a third party pursuant to the terms of this Agreement. Customer may request HashiCorp to provide it with access to the Contact Details, and the ability to update, modify, or delete the Contact Details upon written request. For the avoidance of doubt, Contact Details are not Customer Personal Data. If HashiCorp is nonetheless granted access to Customer Personal Data, then (i) HashiCorp shall promptly notify Customer that this is the case; and (ii) HashiCorp shall promptly and securely return all such Customer Personal Data as are in its possession or under its control to Customer, and Customer and HashiCorp shall cooperate to terminate such access. Where HashiCorp knows that an Information security breach (defined as any known or reasonably suspected loss, or unauthorized acquisition, disclosure, use or other form of compromise to Customer Personal Data) has affected Customer Personal Data, HashiCorp shall promptly notify Customer and reasonably cooperate with Customer, at Customer's expense, in any post-breach investigation or remediation efforts. "**Personal Data**" means any information relating to an identified or identifiable natural person (or, to the extent that applicable Data Privacy Laws apply to information about legal persons, an identified or identifiable legal person); "**Customer Personal Data**" means Personal Data owned, licensed, or otherwise controlled by Customer (including data maintained by Customer or Customer' Affiliate(s) on behalf of a third party), but does not include Personal Data relating to Customer personnel that is obtained by HashiCorp in the ordinary course of maintaining its business relationship with Customer; and "**Data Privacy Law**" means a data protection, privacy or confidentiality law or regulation in any relevant jurisdiction, including, without limitation, the Payment Card Industry Data Security Standard, the Health Information Portability and Accountability Act, the European Union Data Protection Directive, and any relevant future legislation and/or applicable regulations and the Federal Information Security Modernization Act. Customer warrants to comply at all times with all aspects of the Data Privacy Law.

6. WARRANTIES AND DISCLAIMER

6.1 Mutual Warranties. Each party represents and warrants that it has the power and authority to enter into this Agreement.

6.2 Limited Performance Warranty. HashiCorp warrants that the initial version of the Commercial Software will, for period of sixty (60) days following the Delivery, substantially conform to the applicable Documentation, provided that the Software: (a) has been properly installed and used at all times and in accordance with the applicable Documentation; and (b) has not been altered or modified by anyone other than HashiCorp or its designee. In the event of breach of the foregoing warranty, Customer's exclusive remedy shall be to request HashiCorp's assistance through the Support Services, which HashiCorp shall provide in accordance with its obligations pursuant to Section 3. Customer is deemed to have accepted the Commercial Software on the delivery date.

6.3 Disclaimer of Any Other Warranties. EXCEPT FOR THE EXCLUSIVE WARRANTIES SET FORTH IN THIS SECTION, TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, THE COMMERCIAL SOFTWARE, DOCUMENTATION AND SUPPORT SERVICES ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, AND HASHICORP MAKES NO WARRANTIES, EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, WITH REGARDING OR RELATING TO THE COMMERCIAL SOFTWARE, DOCUMENTATION OR SUPPORT SERVICES. HASHICORP

SPECIFICALLY AND EXPLICITLY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS AND IMPLIED, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, THOSE ARISING FROM A COURSE OF DEALING OR USAGE OR TRADE, AND ALL SUCH WARRANTIES ARE HEREBY EXCLUDED TO THE FULLEST EXTENT PERMITTED BY LAW. FURTHER, HASHICORP DOES NOT WARRANT THE COMMERCIAL SOFTWARE WILL BE ERROR FREE OR THAT THE USE OF THE COMMERCIAL SOFTWARE WILL BE UNINTERRUPTED.

7. **INDEMNIFICATION**

7.1 **HashiCorp's Obligation.** Subject to the remainder of Section 7, HashiCorp shall: (a) defend Customer against any third party claim that the Commercial Software infringes any trademark or copyright of such third party, enforceable in the jurisdiction of Customer's use of the Commercial Software, or misappropriates a trade secret (but only to the extent that such misappropriation is not a result of Customer's actions) ("Infringement Claim"); and (b) indemnify Customer against and pay any settlement of such Infringement Claim consented to by HashiCorp or any damages finally awarded against Customer to such third party by a court of competent jurisdiction; provided that Customer (i) promptly provides HashiCorp with notice of such Infringement Claim; (ii) allow HashiCorp control over the defense thereof and related settlement negotiations; and (iii) reasonably cooperate in response to HashiCorp requests for assistance. Customers will not, without prior written consent of HashiCorp, make any admission or prejudicial statement, settle, compromise or consent to the entry of any judgment with respect to any pending or threatening Infringement Claim. Nothing contained in this Agreement 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 28 U.S.C. § 516.

7.2 **Exclusions.** HashiCorp will have no obligation and assumes no liability under this Section 7 or otherwise with respect to any claim based on: (a) modification of the Software that is not performed by or on behalf of HashiCorp, or was performed in compliance with Customer's specifications; (b) the combination, operation or use of the Software with any other products, services, or equipment not provided by HashiCorp or branded as HashiCorp, where there would be no Infringement Claim but for such combination; (c) use of the applicable Software other than in accordance with the terms and conditions of this Agreement and the Documentation; (d) use of any older version of the Software when use of a newer revision would have avoided the Infringement Claim; (e) any claim that relates to open source software of freeware technology or any derivatives or other adaptations thereof that is not embedded by HashiCorp into the Commercial Software; or (f) any Software provided in a no charge, beta or evaluation basis. THIS SECTION 7 STATES CUSTOMER'S SOLE AND EXCLUSIVE REMEDY AND HASHICORP'S ENTIRE LIABILITY FOR ANY INFRINGEMENT CLAIMS OR ACTIONS.

7.3 **Remedies.** Should the Commercial Software become, or in HashiCorp's opinion be likely to become, the subject of such an Infringement Claim, HashiCorp may, at its option (i) procure for Customer the right to use the affected Software in accordance with this Agreement; (ii) replace or modify, the affected Software to make it non-infringing. If it is not commercially reasonable to perform either of the foregoing options, then HashiCorp may terminate Customer's right to use the affected Commercial Software and discontinue the related Support Services, and upon Customer's certified deletion of the affected Commercial Software, refund the fees paid for the affected Commercial Software.

8. **LIMITATION OF LIABILITY.**

8.1 **Liability Caps.** EXCEPT WITH RESPECT TO: (A) EITHER PARTY'S BREACH OF ITS OBLIGATIONS UNDER SECTION 5 ("CONFIDENTIAL INFORMATION"); (B) HASHICORP'S OBLIGATIONS UNDER SECTION 7 ("INDEMNIFICATION"); (C) CUSTOMER'S BREACH OF SECTION 2 ("LICENSE") OR BREACH OF HASHICORP'S INTELLECTUAL PROPERTY, IN NO EVENT SHALL EITHER PARTY'S TOTAL AGGREGATE LIABILITY EXCEED THE CONTRACT PRICE FOR THE THEN-CURRENT ANNUAL SUBSCRIPTION TERM, UNDER THE APPLICABLE ORDER FORM(S) RELATING TO THE CLAIM.

8.2 **Consequential Damages Waiver.** In no event shall either party, or HashiCorp's affiliates or its licensors be liable for any consequential, incidental, special, indirect, punitive or exemplary damages, including without limitation lost profits, loss of use, business interruptions, loss of data, revenue, goodwill, production, anticipated savings, costs of procurement of substitute goods or services, in connection with or arising out of the performance of or failure to perform this agreement, whether alleged as a breach of contract or tortious conduct, including negligence, even of a party has been advised of the possibility of such Damages. THIS CLAUSE SHALL NOT IMPAIR THE U.S. GOVERNMENT'S RIGHT TO RECOVER FOR FRAUD OR CRIMES ARISING OUT OF OR RELATED TO THIS CONTRACT UNDER ANY FEDERAL FRAUD STATUTE, INCLUDING THE FALSE CLAIMS ACT, 31. U.S.C. §§ 3729-3733 AND the foregoing limitation of liability shall not apply to (1) personal injury or death resulting from Licensor's negligence; or (2) for any other matter for which liability cannot be excluded by law.

8.3 **Limitations Fair and Reasonable.** EACH PARTY ACKNOWLEDGES THAT THE LIMITATIONS OF LIABILITY SET FORTH IN THIS SECTION 8 REFLECT THE ALLOCATION OF RISK BETWEEN THE PARTIES UNDER THIS AGREEMENT, AND THAT IN THE ABSENCE OF SUCH LIMITATION OF LIABILITY, THE ECONOMIC TERMS OF THIS AGREEMENT WOULD BE SIGNIFICANTLY DIFFERENT.

9. **TERM AND TERMINATION**

9.1 Effective Date and Term. This Agreement commences on the Effective Date. Unless earlier terminated pursuant to the Contract Disputes Act, the Agreement will continue for so long as there is an Order Form in effect between the parties and the license to Software will continue through the Subscription Term as set forth on the applicable Order Form.

9.2 Reserved.

9.3 Reserved.

9.4 Effect of Termination. Upon any termination of this Agreement by Customer for convenience, all fees applicable to the remaining period in the applicable Subscription Term as set forth on an Order Form will be immediately due and payable within thirty (30) days of receipt of invoice. Upon early termination of this Agreement by Customer for HashiCorp's uncured material breach, Customer is entitled to a prorated refund of prepaid fees relating to the Software applicable to the remaining period in the applicable Subscription Term as set forth on an Order Form. In addition, upon expiration or termination of this Agreement for any reason: (a) all rights granted to Customer under this Agreement, and HashiCorp's obligation to provide Support Services and Software will terminate; and (b) any payment obligations accrued, as well as the provisions of Section 2, 5, 6.5, 7.2, 8, 9.4, 10 of this Agreement will survive such expiration or termination. Within thirty (30) days after termination of this Agreement, the receiving party shall return to the disclosing party or, upon the disclosing party's request, destroy, at the receiving party's expense, all Confidential Information and materials containing any Confidential Information of the disclosing party (where HashiCorp is the disclosing party, including but not limited to the Licensed Materials including all copies thereof), and deliver to the disclosing party a certification, in writing signed by a duly authorized representative of the receiving party, that the Confidential Information and all copies thereof have been returned or destroyed, and their use discontinued.

10. MISCELLANEOUS

10.1 Assignment. Neither party may assign this Agreement, in whole or in part, without the prior written consent of the other party in accordance with the procedures for securing such approval are set forth in FAR 42.1204. Notwithstanding the foregoing, to the extent applicable, assignments may be subject to FAR Clause 52.232-23, Assignment of Claims (JAN 1986) and FAR 42.12 Novation and Change-of-Name Agreements.

10.2 Anti-Corruption. Each party acknowledges that it is aware of, understands and has complied and will comply with, all applicable U.S. and foreign anti-corruption laws, including without limitation, the U.S. Foreign Corrupt Practices Act ("FCPA") and the U.K. Bribery Act.

10.3 Future Features and Functions. The development, release, and timing of any features or functionality remains at HashiCorp's sole discretion. Accordingly, Customer agrees that it is purchasing products and services based solely upon features and functions that are currently available as of the time an Order Form is executed, and not in expectation of any future feature or function.

10.4 Notices. Notices to a party will be sent by first-class mail, overnight courier or prepaid post to the address for such party as identified on the first page of this Agreement, and will be deemed given seventy-two (72) hours after mailing or upon confirmed delivery or receipt, whichever is sooner. Customer will address notices to HashiCorp Legal Department, with a copy to legalnotices@hashicorp.com. Either party may from time to time change its address for notices under this Section by giving the other party at least thirty (30) days prior written notice of the change in accordance with this Section 10.4.

10.5 Non-waiver. Any failure of either party to insist upon or enforce performance by the other party of any of the provisions of this Agreement or to exercise any rights or remedies under this Agreement will not be interpreted or construed as a waiver or relinquishment of such party's right to assert or rely upon such provision, right or remedy in that or any other instance.

10.6 Governing Law. This Agreement will be governed by the Federal laws of the United States.

Neither the United Nations Convention of Contracts for the International Sale of Goods nor the Uniform Computer Information Transactions Act will apply to this Agreement.

10.7 Severability. If any provision of this Agreement is held invalid or unenforceable under applicable law by a court of competent jurisdiction, it shall be replaced with the valid provision that most closely reflects the intent of the parties and the remaining provisions of the Agreement will remain in full force and effect.

10.8 Relationship of the Parties. Nothing in this Agreement is to be construed as creating an agency, partnership, or joint venture relationship between the parties hereto. Neither party shall have any right or authority to assume or create any obligations or to make any representations or warranties on behalf of any other party, whether express or implied, or to bind

the other party in any respect whatsoever. Each party may identify the other as a customer or supplier, as applicable.

10.9 U.S. Government Restricted Rights. If the Software is being licensed by the U.S. Government, the Software is “commercial computer software” and “commercial computer documentation” developed exclusively at private expense, and, shall be subject solely to the terms of this computer software license as specified in 48 C.F.R. 12.212 of the Federal Acquisition Regulations and its successors.

10.10 Export Law Assurances. Customer understands that certain portions of the Licensed Materials are or may be subject to export control laws and regulations. CUSTOMER MAY NOT DOWNLOAD OR OTHERWISE EXPORT OR RE-EXPORT THE LICENSED MATERIALS OR ANY UNDERLYING INFORMATION OR TECHNOLOGY EXCEPT IN FULL COMPLIANCE WITH ALL APPLICABLE LAWS AND REGULATIONS, IN PARTICULAR, BUT WITHOUT LIMITATION, UNITED STATES EXPORT CONTROL LAWS. NONE OF THE LICENSED MATERIALS OR ANY UNDERLYING INFORMATION OR TECHNOLOGY MAY BE DOWNLOADED OR OTHERWISE EXPORTED OR RE-EXPORTED: (A) INTO (OR TO A NATIONAL OR RESIDENT OF) ANY COUNTRY TO WHICH THE UNITED STATES HAS EMBARGOED GOODS; OR (B) TO ANYONE ON THE U.S. TREASURY DEPARTMENT’S LIST OF SPECIALLY DESIGNATED NATIONALS OR THE U.S. COMMERCE DEPARTMENT’S LIST OF PROHIBITED COUNTRIES OR DEBARRED OR DENIED PERSONS OR ENTITIES. CUSTOMER HEREBY AGREES TO THE FOREGOING AND REPRESENTS AND WARRANTS THAT CUSTOMER IS NOT LOCATED IN, UNDER CONTROL OF, OR A NATIONAL OR RESIDENT OF ANY SUCH COUNTRY OR ON ANY SUCH LIST.

10.11 Entire Agreement; Execution. This Agreement, together with the underlying GSA Schedule Contract, Schedule Pricelist, Purchase Order(s), comprises the entire agreement between Customer and HashiCorp, and supersedes all prior or contemporaneous proposals, quotes, negotiations, discussions, or agreements, whether written or oral, between the parties regarding its subject matter. In the event of a conflict between the terms of this Agreement and the terms of any Order Form, Support Services Policy or other exhibit hereto, such conflict will be resolved in the following order: (a) any Order Form; (b) this Agreement; and (c) Support Services Policy. Any preprinted terms on any Customer ordering documents or terms referenced or linked therein will have no effect on the terms of this Agreement and are hereby rejected, including where such Customer ordering document is signed by HashiCorp. This Agreement may be executed in counterparts, which taken together shall form one binding legal instrument. The parties hereby consent to the use of electronic signatures in connection with the execution of this Agreement, and further agree that electronic signatures to this Agreement shall be legally binding with the same force and effect as manually executed signatures.

This Agreement is signed by duly authorized representatives of the parties and is effective as of the Effective Date.

HASHICORP, INC.

Signature: _____

Print Name: _____

Print Title: _____

Date: _____

CUSTOMER

Signature: _____

Print Name: _____

Print Title: _____

Date: _____

CONSUL
included
OSS & THIRD PARTY SOFTWARE

Revision	Dependency	License Names
042a71d7-01bc-4788-ab51-782f92f5f567	rkt	Apache License 2.0
47a335c9-0d68-4b6c-81b1-431a551cf5c9	rkt	Apache License 2.0
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b5554287-0e3a-4e23-812b-1c9e2dcacf3d	Kubernetes	Apache License 2.0
461d1269-07e8-432a-ab98-9e3fb512c188	heketi-devel	Apache License 2.0
53dfefe3-6c84-494c-88de-ed17a379fc16	square-p2	Apache License 2.0
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39c06fc0-14ff-41fe-9aef-916fe034d61f	docker	Apache License 2.0

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0feb53ec-2a78-48b9-9d77-3f5df32b3a18	docker-devel	Apache License 2.0
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651621a8-4609-4730-b1d6-735e7c5c12ba	Kubernetes	Apache License 2.0
00277f05-0109-4c1f-82ef-49bebd15f31c	heketi-devel	Apache License 2.0
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55be3939-4d56-4312-864e-6ecda34aa7c8	docker swarm	Apache License 2.0
925af48e-97d9-4fa4-a5e1-52c8e9fe2f21	contiv-objdb	Apache License 2.0
ac5ed6bd-4f1d-4c8e-aa35-7e58f8673caf	golang-golangorg-oauth2-devel	BSD 3-clause "New" or "Revised" License
735ca3a4-51c6-4f58-bb39-ef70e2bbf128	golang - crypto	BSD 3-clause "New" or "Revised" License

dd6693fc-63ef-4a94-8d58-b1ae9b48a84c	golang-golangorg-crypto-devel	BSD 3-clause "New" or "Revised" License
e0109db1-af3d-451a-91e6-cb88dc3791b9	Go programming language	BSD 3-clause "New" or "Revised" License
2452241e-653b-4ebe-ab57-f9a3d67a20f2	golang-golangorg-net-devel	BSD 3-clause "New" or "Revised" License
2e134346-da31-4c66-a327-3b900295fc6d	golang-googlecode-net-devel	BSD 3-clause "New" or "Revised" License
c0dc69bf-3eed-45f6-aa50-f6592cf4c279	golang-github-circonus-labs-circonus-gometrics	BSD 3-clause "New" or "Revised" License
67601193-f00c-444d-8f45-dd5080dd94f4	Go programming language	BSD 3-clause "New" or "Revised" License
a413577a-af7f-4bf1-a2ab-206be456158f	golang-github-grpc-grpc-go	BSD 3-clause "New" or "Revised" License
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6250f352-4e0b-46ae-b6ac-4f51c4a93ad9	QUnit	MIT License
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e290deed-a8f9-4d0a-9af5-f42128c65910	Serf - Service orchestration and management tool	Mozilla Public License 2.0
05ad29ad-5e60-4543-a5e0-7cea6e5cc10e	consul	Mozilla Public License 2.0
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TERRAFORM ENTERPRISE

included OSS & THIRD PARTY SOFTWARE

Version id	Project name	License names
a9cea191-dcd8-491a-bcd7-58c77888e664	contiv-netplugin	Apache License 2.0
ebba3d5a-7811-45b0-8352-d8717c1b2363	heketi-devel	Apache License 2.0
925af48e-97d9-4fa4-a5e1-52c8e9fe2f21	contiv-objdb	Apache License 2.0
02ff9aa9-f45e-468f-bd3f-e3baf516e224	Kubernetes	Apache License 2.0
ada5fa88-e46a-4196-997a-64c23a818918	redigo	Apache License 2.0
b6318c46-1b7b-4dbc-ae9f-becef2acef48	golang-github-aws-aws-sdk-go	Apache License 2.0
d1aac3de-d54a-4952-9688-d49a90d75400	docker-libnetwork	Apache License 2.0
735ca3a4-51c6-4f58-bb39-ef70e2bbf128	golang - crypto	BSD 3-clause "New" or "Revised" License
dd6693fc-63ef-4a94-8d58-b1ae9b48a84c	golang-golangorg-crypto-devel	BSD 3-clause "New" or "Revised" License
fab8ff00-6517-4892-b75c-5113dc22db16	ember-wufoo-form	MIT License
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500820c6-c2ef-4c83-a8ea-d15434592f8a	Ember.js	MIT License
472e2e9c-3c30-4a6c-bba3-8727f9fbbf6d	ui-ember-slider	MIT License
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446be6a8-3339-4e07-9de5-d851892b71c5	breakpoint	MIT License
6ae6a451-46fd-491f-bc97-8d62347816ca	hashicorp-go-cleanhttp	Mozilla Public License 2.0

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Dependency	Revision	License Names
Apache Ambari	04ecee8f-b679-42fd-8ee3-939c56450a6e	Apache License 2.0
Kubernetes	b5554287-0e3a-4e23-812b-1c9e2dcacf3d	Apache License 2.0
cadvisor	7596fdb8-b3f4-487e-9e5e-1640aa96c818	Apache License 2.0

contiv-objdb	925af48e-97d9-4fa4-a5e1-52c8e9fe2f21	Apache License 2.0
square-p2	53dfefe3-6c84-494c-88de-ed17a379fc16	Apache License 2.0
Kubernetes	02ff9aa9-f45e-468f-bd3f-e3baf516e224	Apache License 2.0
cadvisor	0cf1e67f-224c-4037-8b66-40cbdb59a9c3	Apache License 2.0
etcd	4b3adec3-a48f-417e-85c2-e3a95cc946d8	Apache License 2.0
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etcd	02842677-a9c6-41c5-ace1-798b2b365ea3	Apache License 2.0
docker-devel	f56e1059-023c-43dd-b60a-de43cd3180d4	Apache License 2.0
etcd-devel	481b9f6d-a754-4390-9a68-48c64caf5df8	Apache License 2.0
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kubernetes-devel	cefa8a17-b18c-4860-9716-cff249253ff2	Apache License 2.0
golang-github-aws-aws-sdk-go	b6318c46-1b7b-4dbc-ae9f-becef2acef48	Apache License 2.0
docker-devel	0feb53ec-2a78-48b9-9d77-3f5df32b3a18	Apache License 2.0
docker-latest-devel	ef8f3b9b-a0dc-4bfc-9af0-e0eb4a2105c7	Apache License 2.0
docker	39c06fc0-14ff-41fe-9aef-916fe034d61f	Apache License 2.0
docker-libnetwork	d1aac3de-d54a-4952-9688-d49a90d75400	Apache License 2.0
Kubernetes	9d647528-82c0-46c5-9708-1950919750a0	Apache License 2.0
golang-golangorg-oauth2-devel	ac5ed6bd-4f1d-4c8e-aa35-7e58f8673caf	BSD 3-clause "New" or "Revised" License
golang-github-circonus-labs-circonus-gometrics	c0dc69bf-3eed-45f6-aa50-f6592cf4c279	BSD 3-clause "New" or "Revised" License

golang-golangorg-crypto-devel	dd6693fc-63ef-4a94-8d58-b1ae9b48a84c	BSD 3-clause "New" or "Revised" License
Go programming language	e0109db1-af3d-451a-91e6-cb88dc3791b9	BSD 3-clause "New" or "Revised" License
Go programming language	67601193-f00c-444d-8f45-dd5080dd94f4	BSD 3-clause "New" or "Revised" License
ember-data-factory-guy	17cde3d2-ce6a-4688-ab33-264fd4a5aa0a	MIT License
jQuery	56bbee7c-f787-4d0b-b83a-56c3265c98ee	MIT License
vagrant	388e2f6a-227d-4ef9-bd83-ce3579a88cb7	MIT License
Ember.js	ef226790-de5b-4fa9-8e92-c953b75d5b6d	MIT License
ember-template-compiler	4b8b257e-7c0e-4e3f-a93c-eb48ea02bab5	MIT License
Ember.js	38d40667-b4e2-4005-8eb1-7b88e738ddb2	MIT License
ui-ember-slider	472e2e9c-3c30-4a6c-bba3-8727f9fbbf6d	MIT License
hashicorp-go-syslog	232b9313-3873-40cf-9feb-283cd3b0a4d7	MIT License
breakpoint	446be6a8-3339-4e07-9de5-d851892b71c5	MIT License
hashicorp-go-cleanhttp	6ae6a451-46fd-491f-bc97-8d62347816ca	Mozilla Public License 2.0
terraformio	159a2135-d81b-4c36-8cdb-1f317d8c7247	MPL 2.0
Vault by HashiCorp	fc2a8470-33ac-4e7e-be00-e8388ed8d784	MPL 2.0
Vault by HashiCorp (Enterprise)	c43ce9e0-3b50-4e98-a018-686cd92abafd	MPL 2.0
hashicorp-go-cleanhttp	3f9561f5-d9e4-4794-a760-a89121297b8f	MPL 2.0