SHADOW-SOFT END USER AGREEMENT

THIS SHADOW-SOFT END USER AGREEMENT (this "Agreement") contains the terms and conditions on which Shadow-Soft, L.L.C., a Georgia limited liability company ("Shadow-Soft") grants to you ("you" or "your") the right to purchase one or more subscriptions (each a "Subscription") to the Red Hat, Inc. ("Red Hat") products (each a "Product") made available by Shadow-Soft through the Amazon Web Service ("AWS") Marketplace. By you purchasing a Subscription, you are agreeing to be bound by this Agreement in its entirety, to be effective as of the date that you purchase the Subscription (the "Effective Date"). If you do not wish to enter into this Agreement, then do not purchase a Subscription. If you are an individual executing this Agreement within your scope of employment or in connection with your engagement as an independent contractor, then the defined term "you" or "your" also includes your employer or principal contractor, as applicable, and you personally warrant and represent to Shadow-Soft that you personally are authorized to enter into this Agreement on such employer's or such principal contractor's behalf. Shadow-Soft and you are, collectively, the "Parties" to this Agreement. The Parties hereby agree as follows:

1.   Term & Termination of Agreement. This Agreement shall commence on the Effective Date and shall continue in effect for the term of the purchased Subscription(s), unless earlier terminated by Shadow-Soft upon notice to you (the "Term"). After this Agreement terminates, you shall immediately stop using the Products. In addition, Sections 2 through 8 will survive the termination of this Agreement.

2.   EULAs. As a condition to your Subscription and use of the Products, in addition to you complying with this Agreement, you also agree to be bound by all applicable end user customer services and/or license agreements (each a "EULA") for the Products and Subscriptions for which you are subscribing. Without limiting the generality of the foregoing, for Products developed by Red Hat in conjunction with AWS, you are agreeing to be bound by: (i) the Red Hat Cloud Services Subscription Agreement between you and Red Hat set forth at www.redhat.com/licenses/cloud_cssa/ or such other agreement with Red Hat governing your use of Red Hat products and services; and (ii) the Amazon Customer Service Agreement between you and AWS, set forth at https://aws.amazon.com/agreement/ or such other agreement with AWS governing your use of AWS products and services. Each of the foregoing EULAs may be amended from time to time by Red Hat or AWS, as applicable, and you agree to comply with the same. If you breach this Agreement or any applicable EULA, then Shadow-Soft shall have the right to terminate this Agreement and your access to the Products and to any other associated services.

3.   Compliance with Laws. You agree to comply with all applicable laws, rules, and regulations in connection with your purchase of the Subscriptions and use of the Products.

4.   Products. You acknowledge and agree that Shadow-Soft is not the owner, creator, or licensor of the Products. It is solely your responsibility to only use the Products in strict accordance with the licenses for the Products. You agree that Shadow-Soft will have no liability with respect to the Products.

5.   Indemnification. You agree to indemnify, hold harmless, and defend, Shadow-Soft and Shadow-Soft's owners, members, managers, employees, affiliates and subsidiaries (collectively, the "Shadow-Soft Parties") from and against any and all liabilities, losses and/or claims, including without limitation reasonable attorney fees, that arise out of, result from, or are connected in any way with: (i) your breach of this Agreement; (ii) your use of the Products; and/or (iii) your negligence, recklessness, or willful misconduct.

6.   DISCLAIMER OF REPRESENTATIONS AND WARRANTIES. THE PRODUCTS ARE PROVIDED TO YOU "AS IS" AND WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, REGARDING ANY MATTER WHATSOEVER, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, QUALITY, NONINFRINGEMENT, AND/OR FITNESS FOR A PARTICULAR PURPOSE. SHADOW-SOFT DOES NOT WARRANT THAT THE PRODUCTS WILL MEET YOUR REQUIREMENTS OR BE UNINTERRUPTED OR ERROR FREE.

7.   LIMITATION OF LIABILITY. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS AGREEMENT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL SHADOW-SOFT OR ANY OF THE OTHER SHADOW-SOFT PARTIES OR ANY OF THE SHADOW-SOFT PARTIES' RESPECTIVE AFFILIATES BE LIABLE, WHETHER ARISING IN TORT, CONTRACT, OR OTHERWISE, FOR: ANY INCIDENTAL, CONSEQUENTIAL, SPECIAL, INDIRECT, EXEMPLARY OR PUNITIVE DAMAGES; ANY DAMAGES ARISING OUT OF OR IN CONNECTION WITH ANY MALFUNCTIONS, DELAYS, LOSS OF DATA, LOST PROFITS, LOST SAVINGS, INTERRUPTION OF SERVICE, LOSS OF BUSINESS OR ANTICIPATORY PROFITS, EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES; ANY THIRD PARTY CLAIMS AND/OR DAMAGES; AND/OR OR ANY DIRECT DAMAGES IN EXCESS OF THE FEES PAID OR PAYABLE BY YOU TO SHADOW-SOFT FOR THE SUBSCRIPTION GIVING RISE TO THE LEGAL CLAIMS DURING THE ONE (1) YEAR PERIOD IMMEDIATELY PRIOR TO THE EVENT GIVING RISE TO THE LEGAL CLAIM(S).

8.   Sharing Customer Information. You acknowledge and agree that Shadow-Soft may share your customer information with Red Hat, AWS, and third-parties having a need to know your customer information, in order to fulfill your orders of the Products, the Subscriptions, and/or related services.

9.   Miscellaneous. This Agreement will be executed by your purchase of a Subscription, with the effect being that this Agreement shall be binding on both Shadow-Soft and you to the same extent as an agreement with manual signatures. This Agreement embodies the entire agreement between the Parties with respect to the subject matter contained herein, the Parties have not relied upon any promises, representations, warranties, agreements, covenants or undertakings, other than those expressly set forth or referred to herein, and this Agreement supersedes all prior or contemporaneous negotiations, understandings and agreements, whether written or oral, between the Parties with respect to the subject matter contained herein. No amendment or addendum to this Agreement shall be binding upon a Party unless it is set forth in a written instrument which is executed and delivered on behalf of such Party. This Agreement shall be binding upon, and inure to the benefit of, the Parties and their respective successors in interest and permitted assigns. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be unenforceable in any respect, such unenforceability shall not affect any other provision of this Agreement, and this Agreement shall be construed as if such unenforceable provision were limited or modified, consistent with its general intent, to the extent necessary so that it shall be enforceable. This Agreement shall be controlled, construed and enforced in accordance with the substantive laws of the State of Georgia, without regard to any laws related to choice or conflicts of laws. Any claim, dispute, or legal proceeding arising out of or in any way related to this Agreement shall be brought in any state or federal court within the State of Georgia, to the exclusion of all other jurisdictions.