AMENDMENT TO CENTRAL REPOSITORY TERMS OF SERVICE
APPLICABLE TO U.S. GOVERNMENT USERS/MEMBERS

This Amendment is an agreement between Sonatype, Inc. ("Sonatype" or "Company") and U.S. Government users of the Central Repository and other similar services provided by Sonatype at Sonatype.org and related sub-domains (collectively, "Central"), and applies solely to any U.S. federal government agency and its users (collectively, “the Government,” “you,” or “User”) who use or access Central.

You, as a U.S. Government entity, are required when entering into agreements with other parties to follow applicable federal laws and regulations, including those related to ethics; privacy and security; accessibility; federal records; limitations on indemnification; fiscal law constraints; advertising and endorsements; freedom of information; and governing law and dispute resolution forum.

Sonatype and the Government (together, the "Parties") agree to modify Sonatype’s standard Central Terms of Service and Central Repository Producer Terms of Service (collectively, the "TOS"), as applicable, to accommodate the Government's legal status, its public (in contrast to private) mission, and other special circumstances. Accordingly, the TOS are hereby modified by this Amendment as they pertain to the Government's use of Central.

I. PUBLIC PURPOSE

A. Government entity: "You" within the TOS shall mean the Government itself and shall not bind (i) in their individual capacity, individual(s) who utilize Central on the Government’s behalf or (ii) any individual user(s) who happen to be employed by, or otherwise associated with, the Government but are not utilizing Central on the Government’s behalf. Sonatype will look solely to the Government to enforce any violation or breach of the TOS by individuals, subject to federal law.

B. Public purpose: The Government shall use Central solely in furtherance of the Government's public purpose. Any requirement(s) set forth within the TOS that use of Central be for private, personal and/or non-commercial purposes is hereby waived.

C. Advertisements: Sonatype agrees not to serve or display any third-party commercial advertisements or solicitations within Central displaying content created by or under the control of the Government. This exclusion shall not extend to house ads, which Sonatype may place in a non-intrusive manner. The foregoing obligations are contingent upon the email addressed designated on Your account details page ending in ".gov", ".mil" or ".fed.us".

II. YOUR CONTENT ON CENTRAL

A. Access and use: Sonatype acknowledges that the Government's use of Central may energize significant citizen engagement and otherwise become important to the Government's mission. If Sonatype terminates or suspends the Government's account for any reason, it will provide notice of such to the Government on Sonatype's website.

B. No endorsement: Sonatype agrees that Your seals, trademarks, logos, service marks, trade names, and the fact that You have a presence on Central, shall not be used Sonatype in such a manner as to state or imply that Sonatype's products or services (including Central) are endorsed, sponsored or recommended by You or by any other element of the federal government, or are considered by You or the federal government to be superior to
any other products or services. Except for pages whose design and content is under the control of the Government, or for links to or promotion of such pages, Sonatype agrees not to display any government seals, trademarks, logos, service marks, and trade names on Central unless permission to do has been granted by the Government or by other relevant federal government authority. Sonatype may list the Government’s name in a publicly available customer list on Central or elsewhere so long as the name is not displayed in a more prominent fashion than that of any other third-party name.

C. Intellectual property ownership: Except as expressly allowed in the TOS, no rights to any derivative works, inventions, or Company product modifications are conferred on the Government or any third party. All such rights belong solely to Sonatype.

III. SECURITY AND COMPLIANCE

A. Security: Sonatype will, in good faith, exercise due diligence using generally accepted commercial business practices for IT security, to ensure that systems are operated and maintained in a secure manner, and that management, operational and technical controls are employed to ensure security of systems and data. Recognizing the changing nature of the Web, Sonatype will continuously work with users to ensure that Central is operated and maintained in a secure manner. Sonatype agrees to discuss implementing additional security controls as deemed necessary by the Government to conform to the Federal Information Security Management Act (FISMA), 44 U.S.C. § 3541 et seq.

B. Federal Records: Government acknowledges that use of Central may require management of Federal records. Government and user-generated content may meet the definition of Federal records as determined by the applicable agency. If Sonatype holds Federal records, the Government and Sonatype must manage Federal records in accordance with all applicable records management laws and regulations, including but not limited to the Federal Records Act (44 U.S.C. chs. 21, 29, 31, 33), and regulations of the National Archives and Records Administration (NARA) at 36 CFR Chapter XII Subchapter B). Managing the records includes, but is not limited to, secure storage, retrievability, and proper disposition of all Federal records including transfer of permanently valuable records to NARA in a format and manner acceptable to NARA at the time of transfer. The Government is responsible for ensuring that Sonatype is compliant with applicable records management laws and regulations through the life and termination of its use of Central. As such, the Government must, for example, expressly notify Sonatype of any steps that must be taken to ensure compliance with such laws and regulations.

IV. GENERAL TERMS AND CONDITIONS

A. No cost agreement: Nothing in the TOS as modified by this Amendment obligates You to expend appropriations or incur financial obligations. The Parties acknowledge and agree that none of the obligations arising from the TOS as modified by this Amendment are contingent upon the payment of fees by one party to the other.

B. Indemnification: Any provisions in the TOS related to indemnification and filing deadlines are hereby waived, and shall not apply except to the extent authorized by law. Liability of the Government for any breach of the TOS as modified by this Amendment, or any claim arising from the TOS as modified by this Amendment, shall be determined under the Federal Tort Claims Act, or other governing federal authority, as applicable. Federal Statute of Limitations provisions shall apply to any such breach or claim.

C. Limitation of liability: The Parties agree that nothing in the Limitation of Liability clause or elsewhere in the TOS in any way grants Sonatype a waiver from, release of, or limitation of liability pertaining to, any past,
D. **Governing law and Forum:** Any arbitration, mediation or similar dispute resolution provision in the TOS is hereby deleted. The TOS and this Amendment shall be governed by and interpreted and enforced in accordance with the laws of the United States of America without reference to conflict of laws. To the extent permitted by federal law, the laws of the State of Maryland (excluding Maryland’s choice of law rules) will apply in the absence of applicable federal law.

E. **Assignment:** Neither party may assign its obligations under the TOS as modified by this Amendment to any third party without prior written consent of the other; provided however, Sonatype may assign the TOS as modified by this Amendment to a subsidiary or parent or in connection with a merger, sale of all or substantially all of its assets, or similar transaction, without written consent from the Government provided that the successor assumes Sonatype’s obligations under the TOS as modified by this Amendment.

F. **Posting and availability of this Amendment:** The Parties agree this Amendment contains no confidential or proprietary information, and either party may release it to the public. Sonatype will post or link to this Amendment on Central’s website.

G. **Precedence; Further Amendments; Termination:** This Amendment constitutes an amendment to the TOS; language in the TOS indicating it may not be modified or that it alone is the entire agreement between the Parties is waived. If there is any conflict between this Amendment and the TOS, or between this Amendment and other terms, rules or policies on Central, this Amendment shall prevail. The Government may close its account and terminate this Amendment at any time. Sonatype may close the Government’s account and terminate this Amendment on 30 days written notice.

H. **No business relationship created:** The Parties are independent entities and nothing in the TOS as modified by this Amendment creates a partnership, joint venture, agency, or employer/employee relationship.