



## Master Software License Agreement

**PLEASE READ THIS MASTER SOFTWARE LICENSE AGREEMENT (“AGREEMENT”) CAREFULLY BEFORE ACCESSING, DOWNLOADING OR OTHERWISE USING THE APPLICABLE SOFTWARE PRODUCT (THE “SOFTWARE”). BY CLICKING THE “I ACCEPT” BUTTON OR BY DOWNLOADING OR OTHERWISE USING THE SOFTWARE, YOU ACCEPT THIS AGREEMENT AND ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTAND AND AGREE TO BE BOUND BY ITS TERMS. IF YOU ARE AN INDIVIDUAL ACTING ON BEHALF OF AN ENTITY, YOU REPRESENT AND WARRANT THAT YOU HAVE THE AUTHORITY TO ENTER INTO THIS AGREEMENT ON BEHALF OF THAT ENTITY. IF YOU DO NOT HAVE SUCH AUTHORITY, YOU ARE SOLELY RESPONSIBLE FOR YOUR USE OF THE SOFTWARE. IF YOU DO NOT ACCEPT THE TERMS OF THIS AGREEMENT, THEN YOU ARE NOT PERMITTED TO ACCESS, DOWNLOAD OR OTHERWISE USE THE SOFTWARE.**

This Agreement, including all referenced documents located at the URLs listed below and the product terms (the current versions attached hereto) located at <https://puppet.com> and/or <https://www.perforce.com/license-agreements> (“Product Terms”), is between Puppet, Inc. a Delaware corporation and an Affiliate of Perforce Software, Inc. (“Puppet”) and you, the purchaser of the license to the Software (“Customer”). This Agreement is effective (“Effective Date”) as of the date that the Customer downloads the Software.

### GENERAL TERMS AND CONDITIONS

1. **ORDERS.** Customer may purchase licenses to the Software from time-to-time by submitting a purchase order to Puppet (an “Order”), which must correspond to a valid Puppet quote. All such purchases are subject to the provisions of this Agreement. This Agreement prevails over any conflict or inconsistency with any part of an Order or purchase order. Any additional provisions that Customer may add to a purchase order or similar ordering document are hereby rejected. The Software is deemed accepted upon download.
2. **LICENSE.** Subject to Customer’s compliance with this Agreement, Puppet grants to Customer a worldwide, limited, non-transferable, revocable license to use the Software in accordance with the Product Terms for the applicable Software.
3. **RESTRICTIONS.** The Software is licensed, not sold. Except as stated otherwise in this Agreement, Customer may not use the Software other than for Customer’s internal business purposes, and not for the purposes of any third party nor for any timesharing, rental, Internet, or application service provider, commercial hosting services, or service bureau basis. Other than as granted in Section 2 and the Product Terms, Puppet and its licensors retain all right, title and interest in and to the Software, including all intellectual property rights, registered or unregistered, and wherever in the world those rights may exist (collectively, the “Puppet Rights”). The Puppet Rights include graphics, user and visual interfaces, design, structure, selection, coordination, expression, “look and feel”, arrangement, trademark, logo and other distinctive brand features of the Software (collectively, the “Puppet Marks”). This Agreement does not permit Customer to distribute any product or service using the Puppet Marks. Puppet shall retain title to all copies of the Software provided to Customer or made by Customer. There are no implied rights or licenses in this Agreement. All rights are expressly reserved by Puppet.
4. **FEES AND PAYMENT.**
  - 4.1 Fees. Customer will pay Puppet (or an authorized reseller, if applicable) a fee for a license and support and maintenance (per Section 5) as set forth in the Agreement and the applicable Product Terms. The default subscription term is one year. Unless otherwise stated in the Order, the subscription term will automatically renew unless either party elects to not renew it upon 30 days’ notice prior to the end of the then-current term.
  - 4.2 Payment. Customer agrees to pay Puppet all fees within 30 days of invoice date. All payments shall be made in currently available funds payable at the address set forth on Puppet’s invoice. All amounts payable shall be in the currency of the United States and specifically exclude (and Customer is responsible for) any and all applicable sales, use and other taxes (other than taxes based on Puppet’s income). Any overdue amounts are subject to a late payment charge of the lower of 1.5% per month and the highest interest rate permitted by applicable law. All fees are non-refundable. The licenses granted herein are subject to Customer making all payments due and shall automatically terminate if Customer fails to make any payments when due, including installment payments, whether owed directly to Puppet or a reseller.
5. **SUPPORT AND CHANGES.**
  - 5.1 Support and Maintenance. Puppet will provide Customer the support and maintenance services (“Support Services”) listed at <https://puppet.com>, at either the “Standard” or the “Premium” level, as indicated in the Order. There is no support or maintenance available in connection with a Free License or Free Trial (as those terms are defined in the Product Terms). If Support Services are terminated for any reason, any later reinstatement is at Puppet’s sole option and is conditioned on (a) Puppet offering Support Services to its customers generally for the Software in question, and (b) if Support Services have been

terminated for more than thirty (30) days, Customer paying Puppet all applicable Support Services fees for the period during which Customer was off Support Services, plus fees for the new Support Services term.

5.2 **Modules and Customer Changes.** Puppet makes available certain modules (“**Modules**”) that may be used in connection with the Software, either bundled with the Software (including in an update or upgrade later provided) or through its web site [forge.puppetlabs.com](https://forge.puppetlabs.com) (“**Puppet Forge**”). Any Modules bundled with the Software are licensed under this Agreement, and any Modules obtained through the Puppet Forge are subject to their accompanying license. Except for Modules that are bundled with the Software or where otherwise indicated by Puppet on the Puppet Forge, Puppet is not liable to support any Deliverables or Module, nor are such Modules covered by the warranty and indemnity terms of this Agreement. Furthermore, Puppet is not responsible to support, and is not liable under this Agreement in any way (including warranty and indemnity) for, any changes made by Customer to the Software.

## 6. WARRANTY; DISCLAIMER.

6.1 **General Warranties.** Puppet represents and warrants that it has sufficient ownership or authority to grant to Customer the license stated in Section 2. Each party represents and warrants that: (a) it has the full power and authority to enter into this Agreement and to carry out its obligations under this Agreement; and (b) it has complied, and will in the future comply, with all applicable laws in connection with the execution, delivery and performance of this Agreement.

6.2 **Product Warranty.** Puppet warrants to the Customer that the Software will perform in all material respects as specified in its accompanying documentation under normal use for a period of thirty (30) calendar days from initial receipt or access. Customer’s exclusive remedy for a breach of this limited warranty is to return any allegedly defective Software and Puppet, at its option, will replace it or refund any fee paid for the Software. This warranty applies to Third Party Software only to the extent its failure to operate causes the Software to fail to conform to this warranty.

6.3 **Disclaimer.** EXCEPT AS EXPRESSLY SET FORTH IN **SECTION 6**, PUPPET DISCLAIMS ANY AND ALL WARRANTIES AND REPRESENTATIONS WITH RESPECT TO THE SOFTWARE (INCLUDING REPORTS, ANALYSIS OR CONTENT GENERATED BY THE SOFTWARE), SERVICES, AND/OR DELIVERABLES INCLUDING THE WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, TITLE, ACCURACY, MERCHANTABILITY AND THOSE THAT MAY ARISE FROM ANY COURSE OF DEALING OR PERFORMANCE. THE SOFTWARE AND/OR DELIVERABLES EXCLUDE ANY NON-PUPPET APPLICATIONS OR PLATFORMS AND ANY ACQUISITION OR USE OF THOSE APPLICATIONS OR PLATFORMS IS SOLELY THE RESPONSIBILITY OF CUSTOMER AND THE PROVIDER OF SUCH APPLICATIONS OR PLATFORMS. PUPPET MAKES NO WARRANTY REGARDING THE INTEROPERABILITY OF THE SOFTWARE WITH (OR ANY CONTENT GENERATED FROM) ANY NON-PUPPET APPLICATIONS OR PLATFORMS. PUPPET DOES NOT WARRANT OR SUPPORT NON-PUPPET APPLICATIONS OR PLATFORMS.

## 7. INDEMNIFICATION.

7.1 **Obligation.** Subject to the conditions and exceptions listed below, Puppet will defend Customer and Customer’s shareholders, directors, and employees (the “**Defendants**”) against a third party’s claim that that (a) while performing the Services the negligent or willful acts or omissions of Puppet caused death, personal injury or property damage, or (b) Customer’s use of the Software or Deliverables (each in the form delivered to Customer and as authorized in this Agreement) infringes or misappropriates the third party’s copyright or United States trade secret rights, or directly infringes a valid United States patent that issued as of the Effective Date (in each case, a “**Claim**”), and will further indemnify the Defendants against any damages, fees (including reasonable attorney fees), costs and expenses which are included in a final award, judgment, or settlement of a Claim.

7.2 **Conditions.** Puppet’s obligations in **Section 7.1** are conditioned on (a) Customer notifying Puppet immediately upon receiving a Claim and providing Puppet with a written copy of the Claim, (b) Customer cooperating with Puppet in the defense or settlement of the Claim, and (c) Customer providing Puppet with all necessary authority for Puppet to defend or settle the claim. Customer may participate in the defense or settlement of the Claim at its own expense. Following notice of a Claim, or if in its discretion Puppet determines that a Claim is likely, Puppet may, at its sole option, procure for Customer the right to continue to use the Software as furnished, or replace or modify the Software to make it non-infringing, or terminate this Agreement and refund to Customer any amounts that Customer pre-paid for an unused license and support and maintenance term.

7.3 **Exceptions.** Puppet has no obligation under **Section 7.1(a)** to the extent that the Claim was the fault of the Defendants or under **Section 7.1(b)** with respect to any Claim based upon or otherwise relating to: (a) any use of the Software that is not authorized by this Agreement; (b) the combination of the Software with other products, services, equipment, software, or data not supplied

by Puppet; (c) any modification of the Software by any person other than Puppet or its authorized agents; (d) any Third Party Software; or (e) continued use of the Software by Customer after Puppet has provided a non-infringing version of the Software.

7.4 THIS SECTION REPRESENTS PUPPET'S ENTIRE LIABILITY TO CUSTOMER FOR INDEMNITY OF THIRD PARTY INTELLECTUAL PROPERTY CLAIMS.

8. **LIMITATION OF LIABILITY.** EXCEPT AS STATED BELOW, EACH PARTY'S LIABILITY TO THE OTHER UNDER THIS AGREEMENT IS LIMITED AS FOLLOWS: (A) NEITHER SHALL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, PUNITIVE, CONSEQUENTIAL, RELIANCE, OR SPECIAL DAMAGES (INCLUDING ANY DAMAGE TO BUSINESS REPUTATION, LOST PROFITS, LOST DATA OR LOST SAVINGS); AND (B) NEITHER SHALL BE LIABLE TO THE OTHER FOR ANY AMOUNTS IN EXCESS OF THE GREATER OF FIVE HUNDRED DOLLARS (\$500) OR THE AMOUNTS PAID BY CUSTOMER TO PUPPET IN THE TWELVE (12) MONTHS PRIOR TO THE EVENT GIVING RISE TO LIABILITY. THE LIMIT STATED IN (B) WILL NOT APPLY TO ANY UNPAID FEES OR EXPENSES OWED BY CUSTOMER TO PUPPET OR THE UNLICENSED USE OF THE SOFTWARE, AND NEITHER LIMIT APPLIES TO ANY LIABILITY THAT ARISES FROM ANY AMOUNTS TO BE PAID BY PUPPET UNDER SECTION 7.1(A), ANY VIOLATION OF A PARTY'S INTELLECTUAL PROPERTY RIGHTS, BREACHES OF SECTION 9 (CONFIDENTIALITY). THESE LIMITS APPLY REGARDLESS OF THE FORM OF CLAIM (CONTRACT, TORT OR OTHERWISE) AND EVEN IF THIS SECTION 8 IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE. SOME JURISDICTIONS MAY NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR OTHER DAMAGES, SO THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY. IN SUCH EVENT, LIABILITY WILL BE LIMITED TO THE GREATEST EXTENT PERMITTED BY APPLICABLE LAW.
9. **CONFIDENTIALITY.** "Confidential Information" means, with respect to a party, including its Affiliates (the "Disclosing Party"), information that pertains to such party's (or its Affiliates') business, including technical, marketing, financial, employee, planning, product roadmaps, performance results, pricing, prototype products and services, inventions, trade secrets, and other confidential or proprietary information. Confidential Information will be designated and/or marked as proprietary and/or confidential when disclosed, but any information that the party receiving such information (the "Receiving Party") knew or should have known, under the circumstances, was considered confidential or proprietary by the Disclosing Party will be considered Confidential Information of the Disclosing Party even if not designated or marked as such. The Receiving Party shall preserve the confidentiality of the Disclosing Party's Confidential Information and treat such Confidential Information in the same manner that the Receiving Party treats its own Confidential Information, but in any event with at least a reasonable standard of care. The Receiving Party will use the Confidential Information of the Disclosing Party only to exercise its rights and perform its obligations under this Agreement. Confidential Information of the Disclosing Party will be disclosed only to those employees and contractors of the Receiving Party with a need to know such information and who are under a written agreement of non-disclosure and non-use which is no less protective of the Disclosing Party than the terms of this Section 9. The Receiving Party shall not be liable to the Disclosing Party for the release of the Disclosing Party's Confidential Information if such information (a) was known to the Receiving Party on or before the Effective Date without restriction as to use or disclosure, (b) was publicly disclosed without restriction on or before the Effective Date through no fault of the Receiving Party, (c) was independently developed by the Receiving Party without use of the Confidential Information of the Disclosing Party, or (d) was disclosed to the Receiving Party more than three (3) years ago. The Receiving Party will not be deemed to have breached this Section 9 if it discloses the Disclosing Party's Confidential Information pursuant to any legal proceeding or as otherwise required by law, subject to the Receiving Party giving all reasonable prior Notice to the Disclosing Party to allow it to seek protective or other court orders to prevent or limit such legally required disclosure, and provided that the Receiving Party uses best efforts to make such disclosure under conditions of confidentiality and otherwise continues to treat such Confidential Information in accordance with this Section 9.
10. **EXPORT CONTROL.** As required by the laws of the United States and other countries, Customer represents and warrants that Customer: (a) understands that the Software and its components may be subject to export controls under the U.S. Commerce Department's Export Administration Regulations ("EAR"); (b) is not located in a prohibited destination country under the EAR or U.S. sanctions regulations; (c) will not export, re-export, or transfer the Software to any prohibited destination or persons or entities on the U.S. Bureau of Industry and Security Denied Parties List or Entity List, or the U.S. Office of Foreign Assets Control list of Specially Designated Nationals and Blocked Persons, or any similar lists maintained by other countries, without the necessary export license(s) or authorization(s); (d) will not use or transfer the Software for use in connection with any nuclear, chemical or biological weapons, missile technology, or military end-uses where prohibited by an applicable arms embargo, unless authorized by the relevant government agency by regulation or specific license; and (e) understands that countries including the United States may restrict the import, use, or export of encryption products (which may include the Software and the components) and agrees that Customer shall be solely responsible for compliance with any such import, use, or export restrictions.

11. **GOVERNMENT USERS.** The Software contains “commercial computer software” as that term is described in DFAR 252.227-7014(a)(1). If acquired by or on behalf of a civilian agency, the U.S. Government acquires this commercial computer software and/or commercial computer software documentation subject to the terms of this Agreement as specified in 48 C.F.R. 12.212 (Computer Software) and 12.11 (Technical Data) of the Federal Acquisition Regulations and its successors. If acquired by or on behalf of any agency within the Department of Defense, the U.S. Government acquires this commercial computer software and/or commercial computer software documentation subject to the terms of this Agreement as specified in 48 C.F.R. 227.7202 of the DOD FAR Supplement and its successors. Puppet abides by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a).

## 12. **TERMINATION.**

12.1 **Agreement.** This Agreement begins on the Effective Date and continues in force until terminated by mutual agreement, unless Customer or Puppet elects in writing to terminate it sooner due to (a) the other party’s material breach, provided that the terminating party gives the breaching party at least 30 days written notice and opportunity to cure, or (b) the other party making a general assignment for the benefit of creditors, suffering or permitting the appointment of a receiver for its business or assets, or availing itself of or becoming subject to any proceeding under the US Federal Bankruptcy Act or any other foreign or domestic statute, law, rule or regulation relating to insolvency or the protection of rights of creditors.

12.2 **Effects of Termination.** Upon the termination of this Agreement, and without prejudice to any other rights or remedies which a party may have, upon termination of this Agreement, Customer must uninstall the Software from Customer’s systems, and Customer shall immediately pay to Puppet the full amount of any outstanding fees due. Except as may otherwise be provided in this Agreement, all fees are non-refundable. The following Sections survive termination: 3, 4, 6-10, 12 and 13.

## 13. **GENERAL.**

13.1 **Relationship.** The parties acknowledge and agree that the relationship between Puppet and Customer is that of independent contractors and nothing in these Terms or related to the Services performed in connection with any SOW shall be construed to create a partnership, joint venture, agency or employer-employee relationship between Customer and Puppet or any of Puppet’s Personnel. Puppet’s Personnel shall not be deemed employees or agents of Customer, and Puppet has and hereby retains the right to exercise full control of and supervision over the performance, employment, direction, compensation and discharge of any and all of its Personnel. Puppet shall be responsible for all employment withholding or other tax liability of any kind or nature arising in respect of its Personnel. Puppet abides by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a).

13.2 **Affiliate.** As used herein, “Affiliate” means any natural person, partnership, corporation, association, limited liability company, joint stock company, trust, joint venture, unincorporated organization, estate, labor union, or a government entity that directly or indirectly, controls, is controlled by, or is under common control with another party. For purposes of this definition, “control” means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a party whether through the ownership of voting securities, by contract, or otherwise.

13.3 **Assignment.** Neither Party may assign or otherwise transfer this Agreement or any of its rights hereunder, nor delegate any of its obligations hereunder (other than Puppet’s use of subcontractors), to any third party without the prior written consent of the other Party; provided, however, either Party may assign this Agreement and all of such Party’s rights and obligations to any Affiliate of such Party or to any third party which succeeds by operation of law or purchases or otherwise acquires all or substantially all of the assets of such Party or an Affiliate of such Party (whether by way of merger, consolidation, sale of assets, or other corporate reorganization or combination) and assumes such Party’s obligations hereunder. Any attempted or purported assignment, transfer or delegation without any required consent having first been obtained shall be null and void and a material breach of this Agreement. Subject to the foregoing, this Agreement shall bind and inure to the benefit of the Parties and their respective successors and permitted assigns.

13.4 **Force Majeure.** Each party’s failure to perform its obligations under this Agreement, except any obligation to pay money, shall be excused to the extent and for the period such performance is prevented by any act or condition beyond the reasonable control of such party, such as any of the following: fire, flood, earthquake, acts of God, explosion, casualty of war, labor dispute, inability to obtain delivery of parts, failure of supplies of electrical power, violence, and any governmental law, order, regulation or ordinance. In such case, the party so affected shall give written Notice to the other party, and shall resume performance promptly after the foregoing condition has abated.

13.5 **Severability; Waiver.** If any part of these Terms is held to be unenforceable, in whole or in part, such holding shall not affect the validity of the other parts of these Terms. The waiver of a breach of any provision of these terms shall not operate or be interpreted as a waiver of any other or subsequent breach.

- 13.6 Notices. All notices that are denoted as “Notice” under these Terms shall be in writing and shall be delivered in person, by fax, overnight courier service or mailed by first class, registered or certified mail, postage prepaid, to the registered agent of the party. Such Notice shall be deemed to have been given effective two (2) days after the date sent. All other notices may be sent via electronic mail as well.
- 13.7 Insurance. Puppet, at its own expense, will maintain for the term of this Agreement appropriate and customary types and amounts of insurance, including Workmen's Compensation at the maximum statutory limit as required for all its employees, liability for bodily injury, and property damage coverage. Upon request, Puppet will provide Customer with necessary documentation, including certificates of insurance, evidencing the required coverage.
- 13.8 Governing Law; Disputes. The laws of the United States and the State of Delaware govern this Agreement. The parties agree to the exclusive venue and jurisdiction of the state or federal courts located in Wilmington, Delaware, for any and all disputes, claims and controversies arising from or relating to this Agreement, and each party hereby irrevocably waives any objection to such exclusive jurisdiction. Customer agrees that any breach of Section 3 or other infringement or misappropriation of the Puppet Rights will result in immediate and irreparable damage to Puppet for which there is no adequate remedy at law. Notwithstanding anything in this Agreement to the contrary, Puppet may seek injunctive or other equitable relief in any court of competent jurisdiction to protect any actual or threatened misappropriation or infringement of its intellectual property rights or those of its licensors, and Customer hereby submits to the exclusive jurisdiction of such courts and waives any objection on the basis of improper venue, inconvenience of the forum or any other grounds. Customer agrees that any breach of the license restrictions or other infringement or misappropriation of the intellectual property rights of Puppet or its licensors will result in immediate and irreparable damage for which there is no adequate remedy at law.
- 13.9 Amendment. Customer and Puppet may only amend or modify this Agreement, or waive any right under this Agreement, in a writing that is signed by both parties and that expressly references this Agreement. No waiver of any breach of any provision of this Agreement shall constitute a waiver of any prior, concurrent or subsequent breach of the same or any other provisions. Headings are used in this Agreement for reference only and will not be considered when interpreting this Agreement. As used in this Agreement, “includes” (or “including”) means without limitation. This Agreement constitutes the entire agreement between the parties with respect to the Software and its related support and maintenance and supersedes all prior and contemporaneous agreements or communications.

# PUPPET ENTERPRISE®, CONTINUOUS DELIVERY, IMPACT ANALYSIS AND SECURITY COMPLIANCE MANAGEMENT PRODUCT TERMS

These Product Terms apply to Customer's license of Puppet Enterprise or Puppet Enterprise Advanced (as applicable, the "Software") per an applicable Order and are part of and incorporated into the Puppet Master Software License Agreement located at <https://www.perforce.com/license-agreements> or other existing license agreement governing Customer's use of the Software (as applicable, the "Agreement"). In the event of a conflict between these Product Terms and the Agreement, the terms and conditions of these Product Terms shall control, but only to the extent of such conflict. Capitalized terms used, but not defined herein shall have the meanings set forth in the Agreement. Puppet may update these Product Terms from time to time by posting a revised version at <https://www.perforce.com/license-agreements>.

## 1. LICENSE.

1.1 Subject to Customer's compliance with the Agreement, Puppet grants to Customer a worldwide, limited, non-transferable, revocable license to use the Software in accordance with these Product Terms for the purpose of managing Customer's information technology infrastructure (whether on premises or in the cloud, and including any information technology infrastructure for the benefit of Customer's customers, so long as the Software operates on equipment that is owned by Customer). Customer may reproduce the Software and use multiple copies concurrently, subject to the pricing terms in the Agreement and these Product Terms.

## 1.2 NODES.

- (a) Customer will pay Puppet a fee for a license subscription and for support and maintenance based on the number of Nodes managed by the Software. A "Node" is a single network-connected device such as a server, desktop, storage appliance, network device (e.g. routers or a load balancer) or laptop (virtual machines that have a unique IP address are a separate Node from the physical machine on which they reside).
- (b) Customers may manage up to 10 Nodes perpetually and at no charge (the "Free License"). If Puppet provides to Customer any evaluation, trial or other promotional offering of a Puppet Software for a limited period ("Free Trial"), Customer may use the Software until the end of the Free Trial period.
- (c) Customer may manage more than 10 Nodes for a specific term in exchange for a fee (a "Paid License"). With a Paid License, Customer is allowed to burst up to double the aggregate Node count for four (4) days in each calendar month, which can be unique or consecutive days. If Customer bursts more than four days in a calendar month, the Customer will be deemed to have exceeded the Node count for the applicable license term. The fee, number of Nodes licensed, and subscription term will be stated in Customer's Order and in a license file that accompanies the Software. Customer agrees to pay Puppet all fees in accordance with the payment terms set forth in this Agreement.

**2. OPEN SOURCE CODE.** The Software may include components, including, without limitation, programs, applications, tools, utilities, libraries, and other programming code) that are made available from third parties under a free or open source licensing model ("Open-Source Components"). Open-Source Components included in the Software are redistributed by Puppet under the terms of the applicable Open Source Components license for such Open Source Component. Your receipt of the Open Source Components will neither enlarge nor curtail your rights or obligations under the license applicable to such Open Source Component. Copies of the licenses for the Open-Source Components that are included with, or used in, the Software can be found in the documentation for the Software.

**3. THIRD PARTY SOFTWARE.** The Software includes components under license from third parties (the "Third Party Software"). The components and their applicable third-party license terms for the Software can be found in the documentation for the Software. Customer may not distribute any product or service using the Puppet Marks, including in connection with any Open Source Components or Third Party Software.

**4. INSPECTION.** The Puppet Enterprise Console included in the Software (the "Console") will display the status of Puppet Enterprise and Puppet Enterprise Advanced Customer's purchased product license consumption and compliance, along with a "Contact Puppet Sales" notification and link (a tool to facilitate communication not a mechanism for purchasing additional licenses) when the licensed limit has been reached. Customer can manually add or remove Nodes per the instructions in the Software documentation. The license count shown on the Console is calculated based on the number of Nodes that have been reported to the Puppet Console in production and non-production environments ("Productive Use"). Customer may make unlimited copies of the Software but must pay for all Nodes in Productive Use in accordance with the terms of the Agreement. Upon Puppet's request, Customer shall, within three (3) business days of such request, provide Puppet with a certification signed by Customer's authorized representative verifying the number of Nodes being used by Customer in Productive Use. If Puppet has a good faith reason to believe that Customer has incorrectly reported the number of Nodes in Productive Use using the Console, Puppet has the right to have its personnel inspect once per year the number of Nodes being managed by the Software, following this protocol: (1) identify all unique Puppet Enterprise Console installations; (2) monitor Customer's personnel's login to each Puppet Enterprise Console installation; and (3) record the active Nodes reported by the Console. Any such inspection will take place only during normal business hours and upon not less than ten (10) business days' written notice.

**5. USAGE DATA.** Unless Customer chooses to disable and opt-out of this functionality, Puppet may collect and use information

automatically generated by the Software regarding Customer's use of the Software, which includes the browser and operating systems types and versions used, installer commands, web interface clicks, mouse gestures, data relating to the submission of online forms (but not the content of the forms), IP addresses, and page views, URLs visited within the Software, error messages and related data about Software errors where Software is hosted by Puppet or its provider(s) or Customer or its provider(s) ("Usage Data") and Customer consents to such collection and use per this section. Puppet may use and share the Usage Data with third parties to help Puppet improve the user experience and the Software. The Usage Data collected and used by Puppet is de-identified so that it does not reveal the name, role, contact details or other real world identifiers of Customer's users. In all cases the Usage Data collected shall be Puppet's sole property and confidential information.

## **6. CONTINUOUS DELIVERY.**

6.1 Continuous Delivery is a separate product provided to Puppet Enterprise and Puppet Enterprise Advanced Customers, which includes additional software for the continuous delivery functionality. Continuous Delivery includes additional Open Source Components and third-party license(s). List of such components and third-party terms can be found in the documentation of the Software.

6.2 UPON PAYMENT OF THE APPLICABLE FEES, EXISTING PUPPET ENTERPRISE CUSTOMERS WHO PURCHASED PUPPET ENTERPRISE PRIOR TO MAY 7, 2024, MAY CONVERT SUCH EXISTING PUPPET ENTERPRISE LICENSES TO PUPPET ENTERPRISE ADVANCED LICENSES, OR PURCHASE SEPARATE LICENSES TO CONTINUOUS DELIVERY, SUCH CONVERSION OR PURCHASE SHALL NOT EXTEND ANY PERFORMANCE WARRANTY IN THE AGREEMENT APPLICABLE TO PUPPET ENTERPRISE, AND ANY PRODUCT WARRANTY IN THE AGREEMENT SHALL APPLY TO THE CONTINUOUS DELIVERY FUNCTIONALITY OF THE SOFTWARE.

## **7. IMPACT ANALYSIS.**

7.1 Impact Analysis is a separate feature, which shows the impact of every deployment before the user actually deploys any code with a detailed record of how it will modify each impacted system.

7.2 IMPACT ANALYSIS IS INCLUDED IN PUPPET ENTERPRISE ADVANCED LICENSES, AND UPON PAYMENT OF THE APPLICABLE FEES, IMPACT ANALYSIS CAN BE ADDED TO PUPPET ENTERPRISE LICENSES AS SPECIFIED IN THE ORDER. ANY PERFORMANCE WARRANTY CONTAINED IN THE AGREEMENT SHALL APPLY TO THE IMPACT ANALYSIS FEATURE.

## **8 SECURITY COMPLIANCE MANAGEMENT.**

8.1 Security Compliance Management is a separate product, which enables continuous compliance monitoring across hybrid infrastructures.

8.2 SECURITY COMPLIANCE MANAGEMENT IS INCLUDED IN PUPPET ENTERPRISE ADVANCED LICENSES, AND UPON PAYMENT OF THE APPLICABLE FEES, SECURITY COMPLIANCE MANAGEMENT CAN BE ADDED TO PUPPET ENTERPRISE LICENSES AS SPECIFIED IN THE ORDER. ANY PERFORMANCE WARRANTY CONTAINED IN THE AGREEMENT SHALL APPLY TO THE IMPACT ANALYSIS FEATURE.

**9 SURVIVAL.** The following Sections of these Product Terms survive termination of the Agreement: 2 through 9.