SOFTWARE LICENSE AGREEMENT FOR PUPPET ENTERPRISE® AND PUPPET ENTERPRISE® ADVANCED

PLEASE READ THIS PUPPET ENTERPRISE® AND PUPPET ENTERPRISE® ADVANCED SOFTWARE LICENSE AGREEMENT ("AGREEMENT") CAREFULLY BEFORE ACCESSING, DOWNLOADING, OR OTHERWISE USING THE APPLICABLE SOFTWARE PRODUCT LICENSED BY PERFORCE SOFTWARE, INC., A DELAWARE CORPORATION ("PERFORCE"), OR BY ITS WHOLLY-OWNED SUBSIDIARY, PUPPET, INC., A DELAWARE CORPORATION ("PUPPET") (PERFORCE AND PUPPET ARE COLLECTIVELY REFERRED TO HEREIN AS "PERFORCE"). BY ACCEPTING THIS AGREEMENT, COMPLETING THE REGISTRATION PROCESS, AND/OR INSTALLING OR USING THE SOFTWARE, YOU AGREE ON BEHALF OF YOURSELF AND YOUR COMPANY (IF APPLICABLE) TO THE TERMS BELOW. IF YOU DO NOT AGREE WITH THE AGREEMENT, OR DO NOT HAVE THE AUTHORITY TO BIND YOUR COMPANY, YOU ARE NOT PERMITTED TO INSTALL, REGISTER FOR, OR USE THE SOFTWARE. IF YOU ARE AN INDIVIDUAL ACTING ON BEHALF OF A COMPANY, YOU REPRESENT AND WARRANT THAT YOU HAVE THE AUTHORITY TO ENTER INTO THIS AGREEMENT ON BEHALF OF YOUR COMPANY. IF YOU DO NOT HAVE SUCH AUTHORITY, YOU ARE SOLELY RESPONSIBLE FOR YOUR USE OF THE SOFTWARE. FOR PURPOSES OF THIS AGREEMENT, ANY REFERENCE TO "CUSTOMER" OR "YOU" AND "YOUR" REFER TO THE INDIVIDUAL OR COMPANY THAT IS THE CUSTOMER.

This Agreement includes all referenced documents located at the URLs listed herein and the additional product terms attached hereto as Exhibit A (the "Additional Product Terms").

1. **DEFINED TERMS.** For purposes hereof, the terms provided below, when used anywhere in the Agreement with initial capital letters, will have the respective meanings as set forth below:

    1.1 "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.

    1.2 "Confidential Information" means, with respect to a party, including its Affiliates, 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.

    1.3 "Customer Data" means all data, content, configurations, reports, settings, customizations, and other information input, uploaded, created, or generated by Customer through use of the Software, but excludes the Software itself and any Perforce proprietary information or algorithms.

    1.4 "Effective Date" means the date that the Customer downloads or accesses the Software.

    1.5 "Infrastructure Platform Node" means the Customer's platform infrastructure that contains or executes all, or a portion of the Software, including, without limitation, network devices, firewalls, cloud virtual machines, containers, or serverless instances.

    1.6 "Managed Nodes" are Nodes that are deployed by the Customer (or are deployed by an authorized third party at the direction of Customer and that is under contract with the Customer), and its Affiliates, and managed under the Customer's and its Affiliates' Puppet® instance. For purposes of clarity, Managed Nodes include, without limitation: (i) any Node deployed using any version of the Puppet Software, which includes, without limitation, open source Puppet, Puppet® Core, Puppet Edge™, Puppet Enterprise®, and Puppet Enterprise® Advanced Software; and (ii) any Node deployed by the Customer and its Affiliates under this Agreement, any other license agreement for Puppet Software, or any successor license agreement for Puppet Software.

    1.7 "Node" means a Virtual Node, Physical Node, Infrastructure Platform Node, or other instance of the Software.

    1.8 "Order" means a duly authorized quotation issued by Perforce to Customer that specifies the Software to be licensed and may include other terms and conditions governing such Software (such as the fees and the term of the license) and a purchase order, if applicable, issued by Customer to Perforce in response to and reflecting the information contained in the quotation (with no additional or different terms, unless such additional or different terms are expressly accepted by Perforce in writing).

1.9 "Physical Node" means a physical system that contains or executes all, or a portion of, the Software, which includes, without limitation, a server, laptop, blade, workstation, or other physical computing system, as applicable.

1.10 "Software" means the Puppet software licensed by Perforce under this Agreement, including any software described on the Additional Product Terms, as applicable, and made available for download or otherwise delivered to Customer for installation, including updates, modifications, design data, and all copies thereof, associated software-based APIs, scripts, toolkits, libraries, reference or sample code, and similar materials.

1.11 "Virtual Node" means an instance of the Software executed, in whole or in part, on a virtual machine, server, computing resource, container, or appliance.

2. **GRANT OF LICENSE; RESTRICTIONS.**

2.1 License Grant. Subject to Customer's compliance with the Agreement and payment of applicable license fees, Perforce grants to Customer a limited, non-sub licensable, non-exclusive, non-transferable, fully-paid, time-based license to: (a) install and use the Software for Customer's internal business purposes in accordance with the Order and documentation, subject to limitations specified in the Agreement; (b) use the Software and apply the license configuration to the number of the Puppet Core Managed Nodes that Customer has paid the applicable subscription license fees; (c) access and use the documentation for the Software solely in conjunction with and in support of Customer's licensed use of the Software; and (d) make copies of the Software and documentation as reasonably required for archival, back-up, and support purposes, provided all copies retain copyright and proprietary notices. All rights in and to the Software that are not expressly granted are reserved by Perforce and its Affiliates.

2.2 Restrictions. The Software is licensed, not sold. 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. Customer shall not: (i) reverse engineer or otherwise attempt to discover the source code or human readable data or underlying ideas or algorithms of the Software; (ii) modify, translate, or otherwise make derivative works of the Software; (iii) apply a license configuration to more than one (1) Puppet Core Managed Node; (iv) apply a license configuration to more Puppet Core Managed Nodes than those declared to Perforce at the time of the Order and for which the Customer has not paid to Perforce the appropriate subscription license fees; (v) tamper with, or attempt to tamper with, circumvent or disable, or attempt to circumvent or disable, any license or other limiting function delivered with the Software, or otherwise attempt to gain access to functionality or capacity that is not validly licensed by the Customer; or (vi) remove or otherwise alter any proprietary notices or labels from the Software or from the documentation for the Software, or from any portion thereof.

2.3 Intellectual Property Ownership. Puppet owns all intellectual property rights in and to the Software and related documentation. Except for the limited rights granted in Section 2.1, Perforce and its Affiliates retain all right, title, and interest in and to the Software, including all intellectual property rights worldwide (collectively, the "Puppet IP Rights"). The Puppet IP 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"). Customer may not distribute any product or service using the Puppet Marks. There are no implied rights or licenses in the Agreement.

2.4 Third Party Components. The Software may include components from third parties under free or open-source licensing models ("Open-Source Components") or proprietary third-party licenses ("Third Party Software"). Such components are redistributed by Perforce under their applicable license terms. Customer's receipt of these components neither enlarges nor curtails Customer's rights or obligations under the applicable component licenses. Component license terms, if applicable, can be found in the Software documentation. Customer may not distribute any product or service using the Puppet Marks in connection with any such components.

2.5 Inspection. Customer acknowledges and agrees that it has a commercially reasonable process in place to track Customer's use of the Software and any license configurations that are deployed on the Puppet Core Managed Nodes in order to ensure that the appropriate license fees have been paid by Customer for such use. Customer shall exercise proper use of the Software and any license configurations according to the rights granted to the Customer and in accordance with the restrictions set forth in Section 2.2 of the Agreement. Notwithstanding the foregoing, during the term of the Agreement, upon Perforce's written request, Customer agrees to provide

Perforce with a written report signed by Customer's authorized representative verifying the number of Puppet Core Managed Nodes being applied or otherwise used by Customer with respect to the Software within five (5) business days of the date of the written request. If Perforce has a good faith reason to believe that Customer has incorrectly reported the number of Puppet Core Managed Nodes using the Software, Perforce has the right to have its personnel inspect, but no more than one (1) time in any twelve (12) month period, Customer's use of the Software and any license configuration deployed on the Puppet Core Managed Nodes. Any such inspection will take place remotely, if possible, or otherwise in person during normal business hours and upon not less than ten (10) business days' advance written notice.

2.6 <u>Usage Data</u>. Unless Customer chooses to disable and opt-out of this functionality, Perforce may collect and use certain limited technical information automatically generated by the Software regarding Customer's use of the Software. Such information is limited to: (a) Software version and configuration data; (b) system performance metrics and error logs; (c) feature usage statistics (but not the underlying data or content); and (d) general system environment information such as operating system type and version ("<u>Usage Data</u>"). Perforce will implement appropriate technical and organizational security measures to protect Usage Data and will retain such data for no more than three (3) years from collection. Customer may withdraw consent at any time by disabling and opting-out of this functionality, and upon such withdrawal, Perforce will cease collection and delete existing Usage Data within sixty (60) days. Customer has the right to request access to or deletion of its Usage Data at any time. Perforce may use Usage Data solely for the purpose of improving the Software's functionality, performance, and security. Perforce may share Usage Data with third-party service providers solely as necessary to perform these improvement activities, provided such providers are bound by confidentiality obligations no less protective than those in this Agreement. Any sharing of Usage Data will be in aggregated and anonymized form that cannot reasonably identify Customer or its specific usage patterns.

2.7 <u>Affiliates</u>. Notwithstanding anything to the contrary herein, the rights granted to Customer hereunder may be exercised by any of its Affiliates, provided that Customer shall remain responsible at all times for such Affiliates' adherence to all applicable terms and conditions of this Agreement and shall be primarily liable for any breach of this Agreement by such Affiliate.

3. **FEES; PAYMENT**.

3.1 <u>Fees and Payment</u>. Customer may purchase licenses to the Software from time to time by submitting an Order. All such purchases are subject to the provisions of this Agreement. The Software is deemed accepted upon download. In addition, if applicable, Customer will pay all other fees for professional services, if applicable, all as set forth in the corresponding Order. Unless otherwise stated in the Order, the default subscription term is twelve (12) months. Unless otherwise stated in the Order, the subscription term will automatically renew for subsequent twelve (12) month terms unless either party elects to not renew the subscription licenses upon providing forty-five (45) days' written notice prior to the end of the then-current term. Customer agrees to pay Perforce all fees within thirty (30) days of the invoice date, unless otherwise set forth in an Order. All payments shall be made in currently available funds payable at the address set forth on Perforce's invoice. All amounts payable shall be in the currency of the United States of America and specifically exclude (and Customer is responsible for) all applicable sales, use, and other taxes (other than taxes based on Perforce'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, except as provided in <u>Section 7</u> of the Agreement. The licenses granted herein are subject to Customer making all payments as contractually agreed-upon. Perforce reserves the right to suspend or terminate any Order if Customer fails to make any payments when due, including installment payments, after a reasonable period to cure such failure, and whether such payment is owed directly to Perforce or its Affiliates, or to an authorized reseller of Perforce or its Affiliates, as applicable.

4. **SUPPORT, MAINTENANCE, MODULES, AND CHANGES**.

4.1 <u>Support and Maintenance</u>. Puppet will provide Customer the support and maintenance services ("<u>Support Services</u>"), either at the "Standard" or the "Premium" level, as indicated in the Order, the current terms of which are provided on the [Puppet Support Services Portal](#) page on Perforce's website. There are no Support Services

available in connection with a free trial of the Software. Unless otherwise stated in the Order, the Software is sold on a subscription basis and Support Services for the Software are included in the license fees for the Software.

4.2 <u>Modules and Customer Changes</u>. Puppet makes available certain modules ("<u>Modules</u>") 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 ("<u>Puppet Forge</u>"). 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 Modules, 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 unauthorized changes made by Customer to the Software or to any of the Modules.

5. **WARRANTY; DISCLAIMER.**

5.1 <u>General Warranties</u>. Puppet represents and warrants that it has sufficient ownership or authority to grant to Customer the license stated in <u>Section 2</u>. 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.

5.2 <u>Software Warranty</u>. Puppet warrants to the Customer that the Software will perform substantially in accordance with its accompanying documentation under normal use and will be free from material defects in functionality for a period of forty-five (45) calendar days from initial receipt or access. Perforce further warrants that the Software will operate in all material respects as specified in the documentation and will not contain any material defects that will significantly impair its functionality or performance. Customer's sole remedy for a breach of this warranty includes: (i) Puppet's repair or correction of the defective Software within a reasonable time period; (ii) replacement of the defective Software; or (iii) if repair, correction, or replacement is not commercially feasible, refund of the unused fees paid for the defective 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.

5.3 <u>Disclaimer</u>. EXCEPT AS EXPRESSLY SET FORTH IN <u>SECTIONS 5.1</u> AND <u>5.2</u> OF THIS AGREEMENT, PERFORCE DISCLAIMS ALL OTHER WARRANTIES AND REPRESENTATIONS WITH RESPECT TO THE SOFTWARE (INCLUDING REPORTS, ANALYSIS OR CONTENT GENERATED BY THE SOFTWARE) AND SERVICES, INCLUDING IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, AND THOSE THAT MAY ARISE FROM ANY COURSE OF DEALING OR PERFORMANCE. THE WARRANTIES EXPRESSLY PROVIDED IN <u>SECTIONS 5.1</u> AND <u>5.2</u> SHALL REMAIN IN FULL FORCE AND EFFECT NOTWITHSTANDING THIS DISCLAIMER. THE SOFTWARE EXCLUDES 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. PERFORCE MAKES NO WARRANTY REGARDING THE INTEROPERABILITY OF THE SOFTWARE WITH (OR ANY CONTENT GENERATED FROM) ANY NON-PUPPET APPLICATIONS OR PLATFORMS, BUT THIS DISCLAIMER SHALL NOT AFFECT THE PERFORMANCE WARRANTIES PROVIDED IN <u>SECTION 5.2</u> TO THE EXTENT THE SOFTWARE ITSELF MEETS THE SPECIFICATIONS SET FORTH IN ITS DOCUMENTATION.

6. **INDEMNIFICATION.**

6.1 <u>Obligation</u>. Subject to the conditions and exceptions listed below, Puppet will defend Customer and Customer's shareholders, directors, and employees (the "<u>Defendants</u>") against a third party's claim 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 (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 "<u>Claim</u>"), 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.

6.2 <u>Conditions</u>. Perforce's obligations in <u>Section 6.1</u> are conditioned on (a) Customer notifying Perforce immediately upon receiving a Claim and providing Perforce with a written copy of the Claim, (b) Customer cooperating with Perforce in the defense or settlement of the Claim, and (c) Customer providing Perforce with all necessary authority

for Perforce 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 Perforce determines that a Claim is likely, Perforce 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.

6.3 <u>Exceptions</u>. Perforce has no obligation under <u>Section 6.1(a)</u> to the extent that the Claim was the fault of the Defendants or under <u>Section 6.1(b)</u> 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 Perforce; (c) any modification of the Software by any person other than Perforce or its authorized agents; (d) any Third Party Software; or (e) continued use of the Software by Customer after Perforce has provided a non-infringing version of the Software.

6.4 THIS <u>SECTION 6</u> REPRESENTS PERFORCE'S ENTIRE LIABILITY TO CUSTOMER FOR INDEMNITY OF THIRD PARTY INTELLECTUAL PROPERTY CLAIMS.

7. **LIMITATION OF LIABILITY.** EXCEPT AS STATED BELOW, EACH PARTY'S LIABILITY TO THE OTHER UNDER THIS AGREEMENT IS LIMITED AS FOLLOWS: (A) NEITHER PARTY SHALL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, PUNITIVE, CONSEQUENTIAL, RELIANCE, OR SPECIAL DAMAGES (INCLUDING ANY DAMAGE TO BUSINESS REPUTATION, LOST PROFITS, OR LOST SAVINGS), PROVIDED THAT THIS EXCLUSION SHALL NOT APPLY TO LOST DATA OR DATA CORRUPTION TO THE EXTENT CAUSED BY THE SOFTWARE'S FAILURE TO PERFORM IN ACCORDANCE WITH ITS DOCUMENTATION; AND (B) NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY AMOUNTS IN EXCESS OF THE GREATER OF FIFTY THOUSAND DOLLARS ($50,000) OR THE AMOUNTS PAID BY CUSTOMER TO PERFORCE IN THE TWELVE (12) MONTHS PRIOR TO THE EVENT GIVING RISE TO LIABILITY, PROVIDED THAT FOR CLAIMS RELATING TO DATA LOSS, DATA CORRUPTION, OR SECURITY BREACHES CAUSED BY THE SOFTWARE, THE LIABILITY CAP SHALL BE THE GREATER OF ONE HUNDRED THOUSAND DOLLARS ($100,000) OR THE AMOUNTS PAID BY CUSTOMER TO PERFORCE IN THE TWENTY-FOUR (24) MONTHS PRIOR TO THE EVENT GIVING RISE TO LIABILITY. THE LIMITS STATED IN (B) WILL NOT APPLY TO ANY UNPAID FEES OR EXPENSES OWED BY CUSTOMER TO PERFORCE, THE UNLICENSED USE OF THE SOFTWARE, DATA LOSS OR CORRUPTION CAUSED BY PERFORCE'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, AND NEITHER LIMIT APPLIES TO ANY LIABILITY THAT ARISES FROM ANY AMOUNTS TO BE PAID BY PERFORCE UNDER <u>SECTION 6.1(A)</u>, ANY VIOLATION OF A PARTY'S INTELLECTUAL PROPERTY RIGHTS, OR BREACHES OF <u>SECTION 8</u> (CONFIDENTIALITY). THESE LIMITS APPLY REGARDLESS OF THE FORM OF CLAIM (CONTRACT, TORT OR OTHERWISE) AND EVEN IF THIS <u>SECTION 7</u> 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.

8. **CONFIDENTIALITY.** "<u>Confidential Information</u>" means, with respect to a party, including its Affiliates (the "<u>Disclosing Party</u>"), 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 "<u>Receiving Party</u>") 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 <u>Section 8</u>. 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 8 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 8.

9. **EXPORT CONTROL.** Customer represents and warrants that Customer: (a) understands that the Software may be subject to export controls under U.S. Export Administration Regulations; (b) is not located in a prohibited destination country; (c) will not export, re-export, or transfer the Software to any prohibited destinations, persons, or entities without necessary export licenses; (d) will not use the Software in connection with prohibited weapons, missile technology, or military end-uses; and (e) shall be solely responsible for compliance with all applicable import, use, and export restrictions.

10. **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. Perforce abides by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a).

11. **TERMINATION.**

    11.1 Agreement. This Agreement begins on the Effective Date and continues in force until terminated by mutual agreement, unless Customer or Perforce 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 thirty (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.

    11.2 Effects of Termination. Upon the termination of this Agreement, and without prejudice to any other rights or remedies which a party may have, Customer must uninstall the Software from Customer's systems, and Customer shall immediately pay to Perforce the full amount of any outstanding fees due. Except as may otherwise be provided in this Agreement, all fees are non-refundable. Sections 2, 3, 5-8, 11, and 12 of this Agreement and the Additional Product Terms shall survive termination of this Agreement.

    11.3 Data Portability and Export Rights. Customer shall have the right to export and retrieve all Customer Data from the Software at any time during the term of this Agreement and for a period of ninety (90) days following termination or expiration of this Agreement. For purposes of this Section 11.3, Customer may request data export by providing written notice to Perforce specifying the Customer Data to be exported and the preferred format. Upon receipt of such request, Perforce shall provide Customer with access to export Customer Data in one or more of the following standard formats: XML, JSON, CSV, or other mutually agreed upon industry-standard format that preserves data integrity and usability. Perforce shall use commercially reasonable efforts to assist Customer with the export process, including providing reasonable technical assistance and documentation regarding data structure and export procedures, at no additional charge for standard export requests. For complex or customized export requests that require significant technical resources beyond standard export functionality, Perforce may charge Customer its then-current professional services rates upon prior written agreement. Customer Data shall be exported in a secure manner using appropriate encryption during transmission, and Perforce shall maintain the confidentiality of Customer Data throughout the export process in accordance with the confidentiality provisions of Section 8 of this Agreement. Following termination or expiration of this Agreement, Perforce shall maintain Customer Data in a retrievable format for a period of ninety (90) days to allow Customer to complete any pending export requests, after which time Perforce may delete such Customer Data in accordance with its standard data retention policies unless otherwise required by applicable law. This Section 11.3 shall survive the termination of this Agreement for a period of one hundred twenty (120) days.

12. GENERAL.

12.1 <u>Relationship</u>. The parties acknowledge and agree that the relationship between Perforce and Customer is that of independent contractors and nothing in this Agreement shall be construed to create a partnership, joint venture, agency, or employer-employee relationship between Customer and Perforce or any of Perforce's Personnel. Perforce's Personnel shall not be deemed employees or agents of Customer, and Perforce has and hereby retains the right to exercise full control of and supervision over the performance, employment, direction, compensation, and discharge of all of its Personnel. Perforce shall handle all employment withholding or other tax liability of any kind or nature arising in respect of its Personnel.

12.2 <u>Assignment</u>. Neither Party may assign or otherwise transfer this Agreement or any of its rights hereunder, nor delegate any of its obligations hereunder (other than Perforce'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.

12.3 <u>Force Majeure</u>. Each party's failure to perform its obligations under this Agreement, except payment obligations, shall be excused to the extent such performance is prevented by acts or conditions beyond its reasonable control, including fire, flood, earthquake, acts of God, war, labor disputes, or governmental actions. The affected party shall promptly notify the other party and resume performance when the condition abates.

12.4 <u>Severability; Waiver</u>. If any part of the Agreement is held to be unenforceable, in whole or in part, such holding shall not affect the validity of the other parts of the Agreement. The waiver of a breach of any provision of the Agreement shall not operate or be interpreted as a waiver of any other or subsequent breach.

12.5 <u>Notices</u>. Notices under this Agreement must be in writing and delivered to the addresses specified by the parties. Notices will be deemed given: (a) upon receipt if by personal delivery; (b) upon receipt if by certified mail; (c) one (1) day after dispatch if by commercial overnight delivery; or (d) when sent by email (provided no delivery failure notice is received). Either party may update its address with prior written notice.

12.6 <u>Insurance</u>. Perforce will maintain appropriate insurance coverage during the term of this Agreement, including workers' compensation, general liability, and property damage insurance. Upon written request, Perforce will provide Customer with certificates of insurance evidencing such coverage.

12.7 <u>Governing Law; Disputes</u>. 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 <u>Section 2</u> or other infringement or misappropriation of the Puppet IP Rights will result in immediate and irreparable damage to Perforce for which there is no adequate remedy at law. Notwithstanding anything in this Agreement to the contrary, Perforce may seek injunctive or other equitable relief in any court of competent jurisdiction to protect any actual or threatened misappropriation or infringement of the Puppet IP 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.

12.8 <u>Amendment</u>. Customer and Perforce 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® AND PUPPET ENTERPRISE® ADVANCED ADDITIONAL PRODUCT TERMS

These Additional Product Terms apply to Customer's license of Puppet Enterprise® or Puppet Enterprise® Advanced (as applicable, the "Software") per an applicable Order, and these Additional Product Terms are part of and are incorporated into the Puppet Enterprise and Puppet Enterprise Advanced Software License Agreement to which this Exhibit A is attached, or such other existing license agreement governing Customer's use of the Software (as applicable, the "Agreement"). In the event of a conflict between these Additional Product Terms and the Agreement, the terms and conditions of these Additional Product Terms shall control, but only to the extent of such conflict, and only to the extent that the Customer has elected to add the Software described below.

Capitalized terms used, but not defined herein, shall have the meanings set forth in the Agreement. Perforce may update these Additional Product Terms from time to time by posting a revised version on Perforce's License Agreements Page.

1. CONTINUOUS DELIVERY.

1.1   Continuous Delivery for Puppet Enterprise and Puppet Enterprise Advanced enables the Customer to have continuous integration and continuous delivery of its Puppet® code. Continuous Delivery is included as part of Puppet Enterprise and Puppet Enterprise Advanced licenses, and any performance warranty contained in the Agreement shall apply to the Continuous Delivery feature.

2. SECURITY COMPLIANCE MANAGEMENT (formerly known as Comply).

2.1   Security Compliance Management ("SCM") enables organizations to quickly assess infrastructure configurations against the Center for Information Security ("CIS") Benchmarks and the U.S. Defense Information Systems Agency Security Technical Implementation Guides ("STIGs") using the integrated CIS-CAT Pro Assessor licensed from the CIS. Security Compliance Management is included as part of Puppet Enterprise and Puppet Enterprise Advanced licenses, and any performance warranty contained in the Agreement shall apply to the SCM feature once activated by the Customer.

3. SECURITY COMPLIANCE ENFORCEMENT (formerly known as CEM).

3.1   Security Compliance Enforcement ("SCE") is a premium tool that enables organizations to easily and continuously align configurations to popular security baselines from the Center for Internet Security and U.S. Defense Information Systems Agency. By using SCE, Customers can minimize risk by shrinking attack surfaces on infrastructures at scale. Security Compliance Enforcement is included as part of Puppet Enterprise Advanced licenses, and any performance warranty contained in the Agreement shall apply to the SCE feature once activated by the Customer.

4. INFRA ASSISTANT.

4.1   Infra Assistant enables organizations to use a natural language interface of the organization's choosing to access Puppet services and infrastructure data. Infra Assistant is included with Puppet Enterprise Advanced licenses, and any performance warranty contained in the Agreement shall apply to the Puppet Infra Assistant feature once activated by the Customer.

5. PUPPET EDGE™.

5.1   Puppet Edge™ is a capability extension of the Puppet platform designed to automate, govern, and ensure compliance across network, edge, firewall, and non-traditional infrastructure. Puppet Edge is a separate offering for Puppet Enterprise and Puppet Enterprise Advanced licenses that can be added upon payment of the applicable fees as specified in an Order, and any performance warranty contained in the Agreement shall apply to the Puppet Edge feature once activated by the Customer.