

PERFORCE PUPPET CORE DEVELOPER PROGRAM LICENSE AGREEMENT

This Perforce Puppet Core Developer Program License Agreement (the "Agreement") applies to the Customer's use of the Puppet Core Software Product ("Software") identified on the Order Form (defined below) by Perforce Software, Inc., a Delaware corporation, on behalf of itself and its Affiliates (defined below), ("Perforce") to the customer entity identified on such Order Form (defined below) ("Customer"). To the extent there is any conflict between the Order Form, and this Agreement, such conflict shall be resolved pursuant to the following order of precedence: (i) an amendment to this Agreement; (ii) the Order Form; (iii) and this Agreement. Perforce and Customer are referred to in this Agreement each as a "Party" and together as the "Parties."

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. **"Authorized Developers"** means Developer, and Developer's employees, contractors, and members of its organization who (a) each have an active and valid Developer account with Perforce, (b) have a demonstrable need to know or use the Software in order to develop and test modules, and (c) to the extent such individuals will have access to Perforce Confidential Information, each have written and binding agreements with Developer to protect the unauthorized use and disclosure of such Perforce Confidential Information.
- 1.3. **"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.
- 1.4. **"Infrastructure Platform Node"** means the Developer'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.
- 1.5. **"Managed Nodes"** are Nodes that are deployed by the Developer (or are deployed by an authorized third party at the direction of Developer and who is under contract with the Developer), and its Affiliates, and managed under the Developer'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 Developer and its Affiliates under this Agreement and any successor developer program license agreement for Puppet® Software.
- 1.6. **"Node"** means a Virtual Node, Physical Node, Infrastructure Platform Node, or other instance of the Software.
- 1.7. **"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.
- 1.8. **"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. INTERNAL USE LICENSE; RESTRICTIONS.

- 2.1. **License Grant.** Subject to Developer's compliance with the Agreement, Perforce grants to Developer a limited, non-sub licensable, non-exclusive, non-transferable, non-commercial, and revocable license to: (a) install a reasonable number of copies of the Software to be used internally by Authorized Developers for the purpose to develop or test modules designed to work with the Software for the Developer's organization's (i) internal use, (ii) for contribution to the [Puppet® Forge catalogue of modules](#) (the "Forge Module Catalogue"), or (iii) for the Developer's customer's use only, subject to Developer's compliance with the [Puppet Trademark Usage Policy and Policy Guidelines](#), subject to any other limitation on use as specified in this Agreement; and (b) access and

use the documentation for the Software solely in conjunction with and in support of the Authorized Developer's internal use of the Software for the sole purpose of developing and testing modules, provided that each copy of the Software and the documentation for the Software retains all copyright and other proprietary notices included in the original copy provided by Perforce to the Developer. Perforce, and Perforce's Affiliates (which, for purposes of clarity, expressly includes, Puppet, Inc., a Delaware corporation ("Puppet")), hereby reserves all rights in and to the Software that are not specifically granted by the Agreement.

- 2.2. **Restrictions.** Developer may not use the Software other than for (i) publication to the Puppet forge, or (ii) for the Developer's customer's use only, subject to Developer's compliance with the [Puppet Trademark Usage Policy and Policy Guidelines](#), and not for the purposes of any timesharing, rental, Internet, or application service provider, commercial hosting services, or service bureau basis. Developer shall not, and shall not permit its Authorized Developers to: (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) 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 Developer; or (iv) remove or otherwise alter any proprietary notices or labels from the Software or from the documentation for the Software, or from any portion thereof. Developer agrees that the form and nature of the Software that Perforce provides may change without prior notice to you, and that future versions of the Software may be incompatible with modules developed on previous versions of the Software. Developer agrees that Perforce may stop (permanently or temporarily) providing the Software (or any features within the Software) to Developer or to other third parties at Perforce's sole discretion, without prior notice to you.
- 2.3. **Intellectual Property Ownership.** Puppet, a Perforce Affiliate, is the owner and holder of all of the intellectual property rights in and to the Software and related documentation. Except for the limited rights granted by Perforce to Developer in [Section 2.1](#), Perforce and its Affiliates, including Puppet, retain all right, title, and interest in and to the Software, including all intellectual property rights, registered or unregistered, wherever in the world those rights may exist (collectively, the "**Puppet IP Rights**"), as well as title to all copies of the Software provided to Developer by Perforce, or copies made by the Developer itself. 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**"). This Agreement does not allow the Developer to distribute any product or service using the Puppet Marks. Puppet and Perforce shall retain title to all copies of the Software provided to Developer or made by Developer. There are no implied rights or licenses in the Agreement. All rights are expressly reserved by Perforce and its Affiliates, including Puppet.
- 2.4. **Use of the Software.** Perforce agrees that it obtains no right, title, or interest from you under this Agreement in or to any modules that you develop using the Software, including any intellectual property rights that subsist in those modules, so long as such modules are created for (i) publication to the Puppet forge, or (ii) for the Developer's customer's use only, subject to Developer's compliance with the [Puppet Trademark Usage Policy and Policy Guidelines](#). Developer agrees that it will create modules only for purposes that are permitted by (a) the Agreement, and (b) any applicable law, regulation, or generally accepted practices or guidelines in the relevant jurisdictions (including any laws regarding the export of data or software to and from the United States or other relevant countries). Developer agrees that it is solely responsible for (and that Perforce has no responsibility to Developer or to any third party for) any breach of Developer's obligations under the Agreement, any applicable third party contract, or any applicable law or regulation, and for the consequences (including any loss or damage that Perforce or any third party may suffer) of any such breach.
- 2.5. **Open-Source Components.** 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 (the "**Open-Source Components**"). The Open-Source Components included in the Software are redistributed by Perforce 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, if applicable, can be found in the documentation for the Software.

- 2.6. **Third Party Software.** The Software may include components under license from third parties (the "Third Party Software"). The components and their applicable third-party license terms for the Software, if applicable, can be found in the documentation for the Software. Developers may not distribute any product or service using the Puppet Marks (defined in the Terms), including in connection with any Open-Source Components or Third Party Software.
- 2.7. **Usage Data.** Unless Developer chooses to disable and opt-out of this functionality, Perforce may collect and may make use of certain information that is automatically generated by the Software regarding Developer's use of the Software. Such information that is generated includes, without limitation, the browser and operating system types and versions used, 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 Perforce or its provider(s) or Developer or its provider(s) ("Usage Data"), and Developer consents to such collection and use per this [Section 2.7](#). Perforce may use the Usage Data to help Perforce improve the user experience and the Software. The Usage Data collected and used by Perforce is de-identified so that it does not reveal the name, role, contact details, or other real-world identifiers of Developer and of Developer's users.
- 2.8. **Compliance and Enforcement.** Perforce reserves the right to audit and enforce compliance with the terms of this Agreement. Any breach of these terms may result in the termination of access to the published artifacts, termination of this Agreement, and other legal actions as deemed necessary by Perforce.

3. FEES; NO SUPPORT; MAINTENANCE.

- 3.1. **Fees.** Developer will not be charged a subscription license fee for the Software so long as the aggregate number of Managed Nodes does not exceed twenty-five (25). Each Managed Node that is in excess of twenty-five (25) requires the purchase of one subscription license for the applicable Software.
- 3.2. **Support.** The Software does not come with a standard support services package for the Software.
- 3.3. **Maintenance.** Periodic updates and patches to the Software, if applicable, will be made available to Developer through a Perforce-maintained repository, the location of which will be shared with you through your designated communication channel.

4. DISCLAIMER; LIMITATION OF LIABILITY; INDEMNIFICATION.

- 4.1. **Disclaimer of Warranties.** DEVELOPER EXPRESSLY UNDERSTANDS AND AGREES THAT DEVELOPER'S USE OF THE SOFTWARE IS AT DEVELOPER'S SOLE RISK, AND THAT THE SOFTWARE IS PROVIDED "AS IS" AND "AS AVAILABLE" WITHOUT WARRANTY OF ANY KIND FROM PERFORCE. DEVELOPER'S USE OF THE SOFTWARE AND ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SOFTWARE IS AT DEVELOPER'S OWN DISCRETION AND RISK. DEVELOPER ACKNOWLEDGES THAT IT IS SOLELY RESPONSIBLE FOR ANY DAMAGE TO ITS COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM SUCH USE. PERFORCE FURTHER EXPRESSLY DISCLAIMS ALL WARRANTIES AND CONDITIONS OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.
- 4.2. **Limitation of Liability.** DEVELOPER EXPRESSLY UNDERSTANDS AND AGREES THAT PERFORCE, ITS AFFILIATES, AND ITS LICENSORS SHALL NOT BE LIABLE TO DEVELOPER UNDER ANY THEORY OF LIABILITY FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES THAT MAY BE INCURRED BY DEVELOPER, INCLUDING ANY LOSS OF DATA, WHETHER OR NOT PERFORCE OR ITS REPRESENTATIVES HAVE BEEN ADVISED OF, OR SHOULD HAVE BEEN AWARE OF, THE POSSIBILITY OF ANY SUCH LOSSES ARISING.
- 4.3. **Indemnification.** To the maximum extent permitted by law, Developer agrees to defend, indemnify and hold harmless Perforce, its Affiliates, and their respective directors, officers, employees, and agents from and against any and all claims, actions, suits or proceedings, as well as any and all losses, liabilities, damages, costs and expenses (including reasonable attorneys' fees) arising out of or accruing from (i) Developer's use of the Software, (ii) any module Developer develops on the Software that infringes any copyright, trademark, trade secret, trade dress, patent, or other intellectual property right of any person or defames any person or violates their rights of publicity or privacy, and (iii) any non-compliance by Developer with the Agreement.

5. **CONFIDENTIALITY.** Each party to the Agreement agrees to keep confidential and to use only for purposes of performing its obligations under the Agreement, any Confidential Information of the other party disclosed pursuant to the Agreement that is marked as confidential, is identified at the time of disclosure as confidential, or that would reasonably be considered confidential or proprietary in nature. The obligation of confidentiality shall not apply to information that is publicly available through authorized disclosure, or information that is required to be disclosed by law, government order, or request to be disclosed (provided that the receiving party shall give reasonable advance written notice to the other party prior to such disclosure and an opportunity, at the objecting party's expense, to take legal steps to resist or narrow such request). Developer acknowledges and agrees that the Software, any documentation for the Software, and any Usage Data shall be deemed as Perforce's Confidential Information. Each party's obligations of nondisclosure with regard to Confidential Information are effective as of the date such Confidential Information is first disclosed to the receiving party and will expire five (5) years thereafter; provided, however, with respect to any Confidential Information that constitutes a trade secret (as determined under applicable laws), such obligations of nondisclosure will survive the termination or expiration of the Agreement for as long as such Confidential Information remains subject to trade secret protection under applicable laws.

6. **TERM AND TERMINATION.**

- 6.1. The Agreement will commence on the Effective Date and continue until terminated as set forth herein.
- 6.2. If Developer desires to terminate the Agreement, Developer may do so by ceasing its use of the Software and any relevant developer credentials.
- 6.3. Perforce may at any time, terminate the Agreement with Developer if: (i) Developer has breached any provision of the Agreement; (ii) Perforce is required to do so by law; or (iii) Perforce decides to no longer provide the Software or certain parts of the Software to users in the country in which Developer is resident, or the provision of the Software to Developer is, in Perforce's sole discretion, no longer commercially viable.
- 6.4. When the Agreement comes to an end, all of the legal rights, obligations, and liabilities that Developer and Perforce have benefited from, been subject to (or which have accrued over time whilst the Agreement has been in force), or which are expressed to continue indefinitely, shall be unaffected by this cessation, and the provisions of Section 7 below shall continue to apply to such rights, obligations, and liabilities indefinitely.

7. **GENERAL.** The laws of the State of Delaware, U.S.A., govern the Agreement (without regard to Delaware conflict of laws rules and excluding the United Nations Convention on Contracts for the International Sale of Goods and the Uniform Computer Information Transactions Act). Any dispute, claim or controversy arising out of, connected with, or relating to this Agreement or any will be submitted to the sole and exclusive jurisdiction of a competent state or federal court located in the State of Delaware, and the parties irrevocably waive any objection to such exclusive jurisdiction. Developer agrees that any breach of Section 2 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. Developer and Perforce may only amend or modify the Agreement, or waive any right under the Agreement, in a writing that is signed by both parties and that expressly references the Agreement. No waiver of any breach of any provision of the Agreement shall constitute a waiver of any prior, concurrent, or subsequent breach of the same or any other provisions. The Agreement constitutes the entire agreement between the parties with respect to the Software and supersedes all prior and contemporaneous agreements or communications. No terms or conditions, including any pre-printed or boilerplate terms and conditions stated in any Developer documentation will be incorporated into or form any part of this Agreement, and all such terms or conditions will be null and void and of no force and effect. The rights granted in the Agreement may not be assigned or transferred by either party without the prior written approval of the other party. Developer shall be permitted to delegate their responsibilities or obligations under the Agreement without the prior written approval of Perforce. Perforce may amend this Agreement as it distributes an updated version of the Software. When these changes are made, Perforce will provide an updated version of the Agreement on the website or repository where the Software is available for download.