PERFORCE PUPPET® CORE SOFTWARE LICENSE AGREEMENT

This Perforce Puppet Core Software License Agreement (the "**Agreement**") applies to the provision 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.**"

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 and 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. "**Effective Date**" means the date that the Customer downloads the Software.

    1.4. "**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.

    1.5. "**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.

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

    1.7. "**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).

    1.8. "**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.

    1.9. "**Professional Services**" means any integration, configuration, training, consulting, or customized services offered by Perforce, or its designated subcontractors, related to the Software, as more fully described in a Statement of Work, or in an Order, 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. **"Statement of Work"** means a document describing Professional Services to be provided by Perforce, or a subcontractor, to Customer. For purposes of this Agreement, an Order can be used in lieu of a Statement of Work.

1.12. **"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. <u>License Grant</u>. Subject to Customer's compliance with the Agreement, and in consideration of Customer's payment of the applicable license fees, Perforce grants to Customer a limited, non-sub licensable, non-exclusive, non-transferable, fully-paid, time-based license to: (a) install the Software ordered by Customer as set forth in the applicable Order in accordance with the documentation for the Software for Customer's own direct internal business purposes, and subject to any limitation on use 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 the number of exact copies of the Software as required for archival and back-up purposes, and a reasonable number of copies of the documentation for the Software to support the licensed use of the Software, 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 Customer. Perforce, and Perforce's Affiliates (which, for purposes of clarity, expressly includes, Puppet, Inc., a Delaware corporation ("**Puppet**")), hereby reserve all rights in and to the Software that are not specifically granted by the Agreement.

2.2. <u>Restrictions</u>. 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. <u>Intellectual Property Ownership</u>. 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 Customer in <u>Section 2.1</u>, 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 "<u>Puppet IP Rights</u>"), as well as title to all copies of the Software provided to Customer by Perforce, or copies made by the Customer 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 "<u>Puppet Marks</u>"). This Agreement does not permit Customer to distribute any product or service using the Puppet Marks. Puppet and Perforce shall retain title to all copies of the Software provided to Customer, or made by, Customer. There are no implied rights or licenses in the Agreement. Under the Agreement, Perforce is the contracting entity for completing the sale of the subscription licenses for the Software. All rights are expressly reserved by Perforce and its Affiliates, including Puppet.

2.4. <u>Third Party Components</u>. The Software may include components from third parties under free or open-source licensing models ("<u>Open-Source Components</u>") or proprietary third-party licenses ("<u>Third Party Software</u>"). 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. <u>Inspection</u>. 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 <u>Section 2.2</u> 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</u>. Customer 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 in excess of twenty-five (25) requires the purchase of one subscription license for the applicable Software. 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.

3.2. <u>Payment</u>. 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) any and 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 due and shall automatically terminate if Customer fails to make any payments when due, including installment payments, whether owed directly to Perforce or a reseller.

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

4.1. <u>Support</u>. The Software does not come with a standard support services package for the Software.

4.2. <u>Maintenance.</u> Periodic updates and patches to the Software will be made available to Customer through a Puppet-maintained repository, the location of which will be shared with Customer through the Customer's designated communication channel.

4.3. <u>Professional Services.</u> Perforce may provide Customer with Professional Services either on an hourly basis or by way of "Service Packages," at Perforce's discretion, in each case at the then-applicable fee rates and pursuant to a mutually agreed upon Statement of Work, or Order, as applicable. Customer is responsible for travel and expenses incurred by Customer or Perforce in connection with the performance of any Professional Services.

4.4. <u>Modules</u>. Perforce, and the members of the Puppet Forge open source software community, makes available certain other modules ("<u>Modules</u>") that may be used in connection with the Software, through the Puppet Forge™ website, which is located at https://forge.puppet.com/ (the "<u>Puppet Forge</u>"). Perforce is not liable to support the Customer's use or implementation of any Module or package, nor are such Modules or packages covered by the warranty terms of the Agreement.

4.5. <u>Customer Changes</u>. Perforce is not responsible for supporting, and is not liable under the Agreement in any way (including warranty) for, any changes made by Customer to the Software.

5. **WARRANTY; DISCLAIMER; LIMITATION OF LIABILITY.**

5.1. <u>Warranties</u>. Perforce, on behalf of itself and its Affiliates, represents and warrants that it has sufficient ownership or authority to grant to Customer the licenses granted under the Agreement. Each party represents and warrants that: (a) it has the full power and authority to enter into the Agreement and to carry out its obligations under the 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 the Agreement.

5.2. <u>Software Warranty</u>. Perforce 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 Perforce, at its option, will replace it or refund any unused fees 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.

5.3. <u>Professional Services Warranty</u>.   All employees and authorized subcontractors of Perforce performing Professional Services for the Customer hereunder will have the requisite skill and training to perform Perforce's obligations in a good and workmanlike manner consistent with professional standards in Perforce's industry. Customer's sole and exclusive remedy for any breach of the foregoing Professional Services warranty shall be, at Perforce's option, re-performance of the non-conforming Professional Services one time, or a refund of all prepaid fees paid by Customer for the applicable non-conforming Professional Services. Perforce's warranty obligations under this <u>Section 5.3</u> are conditioned upon Customer providing Perforce with a detailed written notice of any claimed breach of the warranty within thirty (30) days of the occurrence of the alleged breach.

5.4. <u>Disclaimer</u>. EXCEPT AS EXPRESSLY SET FORTH IN THIS <u>SECTION 5,</u> PERFORCE DISCLAIMS ANY AND ALL WARRANTIES AND REPRESENTATIONS WITH RESPECT TO THE SOFTWARE (INCLUDING REPORTS, ANALYSIS OR CONTENT GENERATED BY THE SOFTWARE), SERVICES, AND/OR 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 THE PROFESSIONAL SERVICES EXCLUDES ANY NON-PERFORCE 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-PERFORCE APPLICATIONS OR PLATFORMS. PERFORCE DOES NOT WARRANT OR SUPPORT NON-PERFORCE APPLICATIONS OR PLATFORMS.

5.5. <u>Limitation of Liability</u>. EXCEPT AS STATED BELOW, EACH PARTY'S LIABILITY TO THE OTHER UNDER THE 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 PERFORCE 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 PERFORCE OR THE UNLICENSED USE OF THE SOFTWARE, AND NEITHER LIMIT APPLIES TO ANY VIOLATION OF A PARTY'S INTELLECTUAL PROPERTY RIGHTS OR BREACHES OF SECTION 7 (CONFIDENTIALITY). THESE LIMITS APPLY REGARDLESS OF THE FORM OF CLAIM (CONTRACT, TORT OR OTHERWISE) AND EVEN IF THIS SECTION 5.5 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.

6. **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). Customer 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, that 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.

7. **TERM AND TERMINATION.**

7.1. The Agreement will commence on the Effective Date and continue until terminated as set forth herein.

7.2. Either party may terminate the Agreement in the event that the other party breaches the terms, conditions, and/or obligations under the Agreement. Intent to terminate will be made by a written notice setting forth the details of the breach. Termination will become effective fifteen (15) days from the date that the written notification of intent to terminate was given unless the breaching party has corrected the breach prior to the end of such fifteen (15) day period. Either party will have the right to terminate the Agreement effective immediately, by written notice to the other party, if: (a) a petition of bankruptcy is granted against the other party; or (b) the other party makes an assignment for the benefit of creditors; or (c) a petition of bankruptcy is filed by or against the other party and if such petition is not dismissed by the bankruptcy court within sixty (60) days after its filing.

7.3. Upon termination of the Agreement for any reason the following terms shall apply: (a) all rights granted under the Agreement will immediately terminate and Customer must immediately stop all use of the Software; (b) Customer must return to Perforce or destroy all copies of the Software provided to or made by or on behalf of Customer, and will, within ten (10) days after the effective date of termination, provide Perforce with written certification that all such copies have been returned or destroyed; and (c) all provisions of the Agreement that expressly, by implication, or necessity, contemplates performance or observance subsequent to the termination of the Agreement will survive termination or expiration of the Agreement and will continue in full force and effect, including any outstanding payment obligations. Any termination shall be without prejudice to the rights and remedies of either party that may have accrued prior to such termination. For the avoidance of doubt, and except in the case of breach of the Agreement by Perforce, Customer shall not be entitled to a refund of any prepaid fees upon termination of the Agreement, and Perforce will not release Customer from its obligations to pay Perforce all fees that have accrued under the Agreement prior to its termination.

8. **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 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. Customer 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. 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. Customer 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, and any Orders entered into in connection herewith, constitute 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 Customer purchase order, or in any other Customer 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.

<u>EXHIBIT A</u>
PUPPET® CORE ADDITIONAL PRODUCT TERMS

These Additional Product Terms apply to Customer's license of Puppet® Core (the "<u>Software</u>") made available by Perforce Software, Inc., a Delaware corporation, or by its wholly owned subsidiary, Puppet, Inc., a Delaware corporation (collectively referred to herein as "<u>Perforce</u>") per an applicable Order, and these Additional Product Terms are part of and are incorporated into the Puppet Core Software License Agreement to which this <u>Exhibit A</u> is attached, or such other existing license agreement governing Customer's use of the Software (as applicable, the "<u>Agreement</u>"). 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 <u>Perforce's License Agreements Page</u>.

1. **PUPPET EDGE™.**

    1.1   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 Core 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.