

PERFORCE PUPPET ENTERPRISE® AND PUPPET ENTERPRISE® ADVANCED SUPPLEMENTAL TERMS

These Perforce Puppet Enterprise® and Puppet Enterprise® Advanced Supplemental Terms (“**Puppet Enterprise Terms**”) supplement the Master Terms and Conditions between Perforce and Customer. Capitalized terms not defined herein shall have the meanings set forth in the Master Terms and Conditions. In the event of any conflict between these Puppet Enterprise Terms and the Master Terms and Conditions, these Puppet Enterprise Terms shall control with respect to the Perforce Puppet Enterprise and Enterprise Advanced offering only (the “**Enterprise Offering**”).

These Puppet Enterprise Terms include all referenced documents located at the URLs listed herein and the additional product terms attached hereto as **Exhibit A** (the “**Additional Product Terms**”).

1. ADDITIONAL DEFINITIONS

The following definitions apply to these Puppet Enterprise Terms:

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

“**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 Enterprise Offering, which includes, without limitation, open source Puppet, Puppet® Core, Puppet Edge™, Puppet Enterprise®, and Puppet Enterprise® Advanced Enterprise Offering; and (ii) any Node deployed by the Customer and its Affiliates under this Agreement, any other license agreement for Puppet Enterprise Offering, or any successor license agreement for Puppet Enterprise Offering.

“**Modules**” means certain modules that may be used in connection with the Enterprise Offering, either bundled with the Enterprise Offering (including in an update or upgrade later provided) or through the Puppet Forge.

“**Node**” means a Virtual Node, Physical Node, Infrastructure Platform Node, or other instance of the Enterprise Offering.

“**Physical Node**” means a physical system that contains or executes all, or a portion of, the Enterprise Offering, which includes, without limitation, a server, laptop, blade, workstation, or other physical computing system, as applicable.

“**Puppet Core Managed Nodes**” means the specific number of Managed Nodes for which Customer has paid applicable subscription license fees as specified in the Order Form.

“**Puppet Forge**” means the [Puppet Forge](#) website where Modules are made available.

“**Virtual Node**” means an instance of the Enterprise Offering executed, in whole or in part, on a virtual machine, server, computing resource, container, or appliance.

2. LICENSE SCOPE AND RESTRICTIONS

2.1. **Node-Based Licensing.** The license grant in **Section 2.1** (Use Rights) of the MTaC is subject to the following additional limitations for Puppet Enterprise and Puppet Enterprise Advanced:

- 2.1.1. Customer may use the Enterprise Offering and apply the license configuration to the number of Puppet Core Managed Nodes that Customer has paid the applicable subscription license fees for as specified in the Order Form.
- 2.1.2. Customer shall not: (i) apply a license configuration to more than one (1) Puppet Core Managed Node; (ii) apply a license configuration to more Puppet Core Managed Nodes than those declared to Perforce at the time of the Order Form and for which the Customer has not paid to Perforce the appropriate subscription license fees; or (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 Enterprise Offering, or otherwise attempt to gain access to functionality or capacity that is not validly licensed by the Customer.

3. **SUPPORT SERVICES**

- 3.1. **Support Tiers**. Perforce will provide Customer the support and maintenance services ("**Puppet Support Services**"), either at the "**Standard**" or the "**Premium**" level, as indicated in the Order Form, the current terms of which are provided on the [Puppet Support Services Portal](#) page.
- 3.2. **Inclusion in Subscription**. Unless otherwise stated in the Order Form, the Enterprise Offering is sold on a subscription basis and Support Services for the Enterprise Offering are included in the license fees for the Enterprise Offering. There are no Support Services available in connection with a free trial of the Enterprise Offering.

4. **MODULES AND PUPPET FORGE**

- 4.1. **Module Availability and Licensing**. Perforce makes available certain Modules that may be used in connection with the Enterprise Offering, either bundled with the Enterprise Offering (including in an update or upgrade later provided) or through the Puppet Forge. Any Modules bundled with the Enterprise Offering are licensed under this Agreement, and any Modules obtained through the Puppet Forge are subject to their accompanying license.
- 4.2. **Support and Warranty Limitations**. Except for Modules that are bundled with the Enterprise Offering or where otherwise indicated by Perforce on the Puppet Forge, Perforce is not liable to support any Modules, nor are such Modules covered by the warranty and indemnity terms of this Agreement. Furthermore, Perforce 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 Enterprise Offering or to any of the Modules.

EXHIBIT A

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.

6. **MULTI-CLOUD COST EFFICIENCY COMPLIANCE™**

- 6.1. Multi-Cloud Cost Efficiency Compliance enables organizations to identify cost optimization opportunities across their public cloud resources, and to act on them through suggested changes that the Customer can review and apply. Multi-Cloud Cost Efficiency Compliance is included as part of

Puppet Enterprise® Advanced licenses, and any performance warranty contained in the Agreement shall apply to the Multi-Cloud Cost Efficiency Compliance feature once activated by the Customer.

7. **MULTI-CLOUD VM OS SECURITY COMPLIANCE™**

- 7.1. Multi-Cloud VM OS Security Compliance enables organizations to (i) discover the virtual machines running across the organization's public cloud accounts, (ii) identify those virtual machines not yet under Puppet management, and (iii) bring selected virtual machines under Puppet management so they can be continuously governed using Puppet Enterprise® Advanced, including ongoing security-compliance enforcement and patching. Multi-Cloud VM OS Security Compliance is included as part of Puppet Enterprise Advanced licenses, and any performance warranty contained in the Agreement shall apply to the Multi-Cloud VM OS Security Compliance feature once activated by the Customer.