

Your use of the CFEngine 3 Enterprise software is subject to the terms and conditions of the CFEngine Master Subscription License Agreement (the “MSLA”).

Please review the terms of this MSLA carefully and sign the order form to indicate your acceptance of the MSLA before you start using the software.

1. License Subscriptions.

1.1 Grant of License. Subject to all of the terms and conditions of this Agreement, CFEngine grants to Customer a non-transferable, non-sublicensable, non-exclusive license during the applicable Subscription Term (as defined below) to use the object code form of the software products specified in an Order Form (“Software”) internally, but only in accordance with (a) the technical specification documentation generally made available by CFEngine to its customers with regard to the Software (“Documentation”), (b) this Agreement and (c) any volume, user, field of use, configuration or other restrictions set forth in the applicable Order Form or this Agreement. “Software” shall also include any Documentation and any Support and Maintenance releases of the same Software product provided to Customer under this Agreement.

1.2 Agents. Customer may install Agents on its computers in the number specified in the applicable Order Form. For clarity, usage of Agents in excess of such number shall not be deemed a breach of this Agreement provided that Customer pays the charges for such excess usage described in Section 3.3. “Agent” means each agent of the Software installed on a physical or virtual computer (server or client) of Customer.

1.3 Subscription Terms and Renewals. The Software is licensed under each Order Form on a subscription basis (“Subscription”). The term of any Subscription shall be twelve (12) months commencing on the start date specified on the applicable Order Form (unless otherwise designated in the Order Form) (“Subscription Term”). If no Subscription start date is specified on the applicable Order Form, the start date shall be the date when CFEngine delivers to Customer the license key for the Software. Unless terminated earlier in accordance with Section 4, each Subscription Term will automatically renew upon expiration of the initial Subscription Term for additional successive one (1) year terms unless either party gives the other prior written notice of cancellation at least thirty (30) days prior to expiration of the then-current term. Unless otherwise specified on the Order Form, the rates for any Subscription Term renewals shall be CFEngine’s then-current Subscription rates.

1.4 Installation and Copies. Customer may copy and install on Customer's computers for use only by Customer's employees, Affiliates and Contractors (each as defined in Section 1.5 below) as many copies of the Software as is designated on the applicable Order Form. Customer may also make a reasonable number of copies of the Software for back-up and archival purposes.

1.5 Use by Affiliates and Contractors. Subject to the terms and conditions of this Agreement, Customer's Affiliates and Contractors may use the licenses granted to Customer, provided that (a) such use is only for Customer's or such Affiliate's benefit, (b) Customer agrees to remain responsible for each such Affiliate's and Contractor's compliance with the terms and conditions of this Agreement and (c) upon request Customer will identify each such Affiliate and Contractor. Use of the Software by the Affiliates, Contractors and Customer in the aggregate must be within the restrictions in the applicable Order Form. "Affiliate" means any entity under the control of Customer where "control" means ownership of or the right to control greater than 50% of the voting securities of such entity. "Contractor" means any third party engaged by Customer to perform services on behalf of Customer.

1.6 License Restrictions. Customer shall not (and shall not allow any third party to):

(a) decompile, disassemble, or otherwise reverse engineer the Software or attempt to reconstruct or discover any source code, underlying ideas, algorithms, file formats or programming interfaces of the Software by any means whatsoever (except and only to the extent that applicable law prohibits or restricts reverse engineering restrictions, and then only with prior written notice to CFEngine);

(b) distribute, sell, sublicense, rent, lease or use the Software (or any portion thereof) for time sharing, hosting, service provider or like purposes;

(c) remove any product identification, proprietary, copyright or other notices contained in the Software;

(d) modify any part of the Software, create a derivative work of any part of the Software, or incorporate the Software into or with other software, except to the extent expressly authorized in writing by CFEngine; or

(e) publicly disseminate performance information or analysis (including, without limitation, benchmarks) from any source relating to the Software.

2. Ownership.

Notwithstanding anything to the contrary contained herein, except for the limited license rights expressly provided herein, CFEngine and its suppliers have and will retain all rights, title and interest in and to the Software (including, without limitation, all patent, copyright, trademark, trade secret and other intellectual property rights) and all copies, modifications and derivative works thereof. Customer acknowledges that it is obtaining only a limited license right to the Software and that irrespective of any use of the words “purchase”, “sale” or like terms hereunder no ownership rights are being conveyed to Customer under this Agreement or otherwise.

3. Payment and Delivery.

3.1 Payment. All payments are non-refundable (except as expressly set forth in this Agreement) and shall be made in U.S. dollars. Unless otherwise specified on the applicable Order Form, all Professional Services fees, training fees, and setup fees are due within thirty (30) days of CFEngine’s invoice. Subscription fees are payable as follows: (a) for each initial Subscription Term under an Order Form, within thirty (30) days of the effective date of such Order Form, unless otherwise specified therein and (b) for each renewal Subscription Term, within thirty (30) days after CFEngine’s invoice for the renewal Subscription fees. CFEngine will send such renewal invoices no sooner than thirty (30) days prior to the expiration of the then-current Subscription Term. Customer shall be responsible for all taxes, withholdings, duties and levies arising from the order (excluding taxes based on the net income of CFEngine). Any late payments shall be subject to a service charge equal to 1.5% per month of the amount due or the maximum amount allowed by law, whichever is less.

3.2 Procurement Agent. Customer hereby notifies CFEngine that Customer’s Procurement Agent is authorized to place Order Forms, receive invoices and make payments to CFEngine on Customer’s behalf. CFEngine is entitled to rely and act upon any Order Form submitted by the Procurement Agent and Customer shall remain liable for any invoices that remain unpaid by its Procurement Agent or which are paid late. If any refunds are required to be provided to Customer under this Agreement, CFEngine will refund amounts paid by the Procurement Agent to the Procurement Agent, and the Procurement Agent will be responsible for refunding the corresponding amount to Customer. Customer acknowledges and agrees that it is granted permission to use its Procurement Agent under this Agreement

solely as a matter of convenience in connection with Customer's order management process. CFEngine shall have no liability or obligation to the Procurement Agent and the Procurement Agent obtains no rights under or in connection with this Agreement, including, without limitation, any license or other right to use the Software.

3.3 Excess Usage of Agents. For each Subscription Term, on the first business day following (a) the anniversary of the start date of the Subscription Term and (b) the date that is six months after such anniversary, Customer shall run a License Status Report using the Software and shall promptly (but no less than 14 days after such business day) email the results to CFEngine. If the report reveals that Customer has exceeded the number of Agents set forth on the Order Form during the report period based on CFEngine's standard policies for calculating Agent usage, then Customer shall pay for the excess usage and for any ongoing excess usage in the next reporting period, as invoiced by CFEngine on a subsequent invoice.

3.4 Delivery. All Software and Documentation shall be delivered by electronic means unless otherwise specified on the applicable Order Form.

4. Term of Agreement.

4.1 Term. This Agreement is effective as of the Effective Date and expires on the day that the Subscription Terms for all Software licensed hereunder have expired. Either party may terminate this Agreement (including all related Order Forms) if the other party: (a) fails to cure any material breach of this Agreement within thirty (30) days after written notice of such breach; (b) ceases operation without a successor; or (c) seeks protection under any bankruptcy, receivership, trust deed, creditors arrangement, composition or comparable proceeding, or if any such proceeding is instituted against such party (and not dismissed within sixty (60) days thereafter). Termination is not an exclusive remedy and the exercise by either party of any remedy under this Agreement will be without prejudice to any other remedies it may have under this Agreement, by law, or otherwise.

4.2 Termination. Upon any expiration or termination of this Agreement, Customer shall cease any and all use of any Software and destroy all copies thereof and so certify to CFEngine in writing.

4.3 Survival. Sections 1.6 (License Restrictions), 2 (Ownership), 3 (Payment and Delivery), 4 (Term of Agreement), 5.3 (Disclaimer), 8 (Limitation of Remedies and Damages), 10

(Confidential Information), 12 (General), and Customer's right to Work Product and ownership of Customer Content described in Section 7 shall survive any termination or expiration of this Agreement.

5. Limited Warranty and Disclaimer.

5.1 Limited Warranty. CFEngine warrants to Customer that for a period of ninety (90) days from the Effective Date (the "Warranty Period"), the Software shall operate in substantial conformity with the Documentation. CFEngine does not warrant that Customer's use of the Software will be uninterrupted or error-free, will not result in data loss, or that any security mechanisms implemented by the Software will not have inherent limitations. CFEngine's sole liability (and Customer's exclusive remedy) for any breach of this warranty shall be, in CFEngine's sole discretion, to use commercially reasonable efforts to provide Customer with an error-correction or work-around which corrects the reported non-conformity, to replace the non-conforming Software with conforming Software, or if CFEngine determines such remedies to be impracticable within a reasonable period of time, to terminate the applicable Subscription Term and refund the Subscription fee paid for the non-conforming Software. CFEngine shall have no obligation with respect to a warranty claim unless notified of such claim within the Warranty Period.

5.2 Exclusions. The above warranty shall not apply: (a) if the Software is used with hardware or software not specified in the Documentation; (b) if any modifications are made to the Software by Customer or any third party; (c) to defects in the Software due to accident, abuse or improper use by Customer; or (d) to items provided on a no charge or evaluation basis.

5.3 Disclaimer. THIS SECTION 5 CONTAINS A LIMITED WARRANTY AND EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION 5 THE SOFTWARE AND ALL SERVICES ARE PROVIDED "AS IS". NEITHER CFENGINE NOR ANY OF ITS SUPPLIERS MAKES ANY OTHER WARRANTIES, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY, TITLE, FITNESS FOR A PARTICULAR PURPOSE OR NONINFRINGEMENT. CUSTOMER MAY HAVE OTHER STATUTORY RIGHTS. HOWEVER, TO THE FULL EXTENT PERMITTED BY LAW, THE DURATION OF STATUTORILY REQUIRED WARRANTIES, IF ANY, SHALL BE LIMITED TO THE LIMITED WARRANTY PERIOD.

6. Support & Maintenance.

CFEngine shall provide the support and maintenance services set forth on Exhibit A (“Support and Maintenance”) for each Subscription Term.

7. Professional Services.

7.1 Professional Services. CFEngine shall provide the number of person-days of professional consulting services (“Professional Services”) purchased in the applicable Order Form. The parties acknowledge that the scope of the Professional Services provided hereunder consists solely of either or both of: (a) assistance with Software installation, deployment, and usage; or (b) development or delivery of additional related CFEngine copyrighted software or code. CFEngine shall retain all right, title and interest in and to any such work product, code or software and any derivative, enhancement or modification thereof created by CFEngine (or its agents) (“Work Product”). Unless otherwise specified in the applicable SOW, Customer shall have a perpetual right to use and distribute any Work Product delivered as part of the Professional Services for any internal business purpose, but may not distribute the Work Product to third parties as part of a product or service. Professional Services may be ordered by Customer pursuant to a Statement of Work (“SOW”) describing the work to be performed, fees and any applicable milestones, dependencies and other technical specifications or related information. Each SOW must be signed by both parties before CFEngine shall commence work under such SOW. If the parties do not execute a separate Statement of Work, the Services shall be provided as stated on the Order Form. Customer will reimburse CFEngine for reasonable travel and lodging expenses as incurred.

7.2 Customer Content. Customer hereby grants CFEngine a limited right to use any Customer data or other materials provided to CFEngine in connection with the Professional Services (the “Customer Content”) solely for the purpose of performing the Professional Services for Customer. Customer owns and will retain ownership (including all intellectual property rights) in the Customer Content.

8. Limitation of Remedies and Damages.

8.1 NEITHER PARTY SHALL BE LIABLE FOR ANY LOSS OF USE, LOST DATA, FAILURE OF SECURITY MECHANISMS, INTERRUPTION OF BUSINESS, OR ANY INDIRECT,

SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND (INCLUDING LOST PROFITS), REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, EVEN IF INFORMED OF THE POSSIBILITY OF SUCH DAMAGES IN ADVANCE.

8.2 NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, CFENGINE'S AND ITS SUPPLIERS' ENTIRE LIABILITY TO CUSTOMER SHALL NOT EXCEED THE AMOUNT ACTUALLY PAID BY CUSTOMER TO CFENGINE UNDER THIS AGREEMENT.

8.3 THIS SECTION 8 SHALL NOT APPLY TO CUSTOMER WITH RESPECT TO ANY CLAIM ARISING UNDER THE SECTIONS TITLED "GRANT OF LICENSE," "LICENSE RESTRICTIONS" OR "CONFIDENTIAL INFORMATION".

8.4 The parties agree that the limitations specified in this Section 8 will survive and apply even if any limited remedy specified in this Agreement is found to have failed of its essential purpose.

9. Indemnification.

CFEngine shall defend, indemnify and hold harmless Customer from and against any claim of infringement of a U.S. patent, U.S. copyright, or U.S. trademark asserted against Customer by a third party based upon Customer's use of the Software in accordance with the terms of this Agreement, provided that CFEngine shall have received from Customer: (i) prompt written notice of such claim (but in any event notice in sufficient time for CFEngine to respond without prejudice); (ii) the exclusive right to control and direct the investigation, defense, and settlement (if applicable) of such claim; and (iii) all reasonable necessary cooperation of Customer. If Customer's use of any of the Software is, or in CFEngine's opinion is likely to be, enjoined due to the type of infringement specified above, or if required by settlement, CFEngine may, in its sole discretion: (a) substitute for the Software substantially functionally similar programs and documentation; (b) procure for Customer the right to continue using the Software; or if (a) and (b) are commercially impracticable, (c) terminate the Agreement and refund to Customer the pro-rata portion of the Subscription fees paid by Customer allocable to the unused remainder of the Subscription Term. The foregoing indemnification obligation of CFEngine shall not apply: (1) if the Software is modified by any person other than CFEngine, but solely to the extent the alleged infringement is caused by such modification; (2) if the Software is combined with other non-CFEngine products or process not authorized by CFEngine, but solely to the extent the

alleged infringement is caused by such combination; (3) to any unauthorized use of the Software; (4) to any unsupported release of the Software; or (5) to any Open Source Software or other third-party code contained within the Software. THIS SECTION 9 SETS FORTH CFENGINE'S AND ITS SUPPLIERS' SOLE LIABILITY AND CUSTOMER'S SOLE AND EXCLUSIVE REMEDY WITH RESPECT TO ANY CLAIM OF INTELLECTUAL PROPERTY INFRINGEMENT.

10. Confidential Information.

Each party agrees that all code, inventions, know-how, business, technical and financial information it obtains ("Receiving Party") from the disclosing party ("Disclosing Party") constitute the confidential property of the Disclosing Party ("Confidential Information"), provided that it is identified as confidential at the time of disclosure or should be reasonably known by the Receiving Party to be Confidential Information due to the nature of the information disclosed and the circumstances surrounding the disclosure. Any software, documentation or technical information provided by CFEngine (or its agents), performance information relating to the Software, and the terms of this Agreement shall be deemed Confidential Information of CFEngine without any marking or further designation. Except as expressly authorized herein, the Receiving Party will hold in confidence and not use or disclose any Confidential Information. Without limiting the foregoing, Customer shall ensure that its Procurement Agent is subject to written confidentiality terms that are no less protective of CFEngine than the terms of this Agreement. The Receiving Party's nondisclosure obligation shall not apply to information which the Receiving Party can document: (a) was rightfully in its possession or known to it prior to receipt of the Confidential Information; (b) is or has become public knowledge through no fault of the Receiving Party; (c) is rightfully obtained by the Receiving Party from a third party without breach of any confidentiality obligation; (d) is independently developed by employees of the Receiving Party who had no access to such information; or (e) is required to be disclosed pursuant to a regulation, law or court order (but only to the minimum extent required to comply with such regulation or order and with advance notice to the Disclosing Party). The Receiving Party acknowledges that disclosure of Confidential Information would cause substantial harm for which damages alone would not be a sufficient remedy, and therefore that upon any such disclosure by the Receiving Party the Disclosing Party shall be entitled to appropriate equitable relief in addition to whatever other remedies it might have at law.

For clarity, the above confidentiality restrictions do not apply to Customer's use of Work Product.

11. Customer Acknowledgement.

Customer agrees that CFEngine may publicly disclose Customer as a customer of CFEngine.

12. General.

12.1 Assignment. This Agreement will bind and inure to the benefit of each party's permitted successors and assigns. Neither party shall assign this Agreement (or any part thereof) without the advance written consent of the other party, except that either party may assign this Agreement in connection with a merger, reorganization, acquisition or other transfer of all or substantially all of such party's assets or voting securities. Any attempt to transfer or assign this Agreement except as expressly authorized under this Section 12.1 will be null and void.

12.2 Severability. If any provision of this Agreement shall be adjudged by any court of competent jurisdiction to be unenforceable or invalid, that provision shall be limited to the minimum extent necessary so that this Agreement shall otherwise remain in effect.

12.3 Governing Law; Jurisdiction and Venue. This Agreement shall be governed by the laws of the State of California and the United States without regard to conflicts of laws provisions thereof, and without regard to the United Nations Convention on the International Sale of Goods. The jurisdiction and venue for actions related to the subject matter hereof shall be the California state and United States federal courts located in Santa Clara County California, and both parties hereby submit to the personal jurisdiction of such courts.

12.4 Attorneys' Fees and Costs. The prevailing party in any action to enforce this Agreement will be entitled to recover its attorneys' fees and costs in connection with such action.

12.5 Notices and Reports. Any notice or report hereunder shall be in writing to the notice address set forth above and shall be deemed given: (a) upon receipt if by personal delivery; (b) upon receipt if sent by certified or registered U.S. mail (return receipt requested); or (c) one day after it is sent if by next day delivery by a major commercial delivery service.

12.6 Amendments; Waivers. No supplement, modification, or amendment of this Agreement shall be binding, unless executed in writing by a duly authorized representative of each party to this Agreement. No waiver will be implied from conduct or failure to enforce or exercise rights under this Agreement, nor will any waiver be effective unless in a writing signed by a duly authorized representative on behalf of the party claimed to have waived. No provision of any purchase order or other business form employed by Customer will supersede the terms and conditions of this Agreement, and any such document relating to this Agreement shall be for administrative purposes only and shall have no legal effect.

12.7 Entire Agreement. This Agreement is the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements and communications relating to the subject matter of this Agreement. Customer acknowledges that CFEngine offers subscription-based products and that, in order to provide improved customer experience, CFEngine may make changes to CFEngine type products (including the CFEngine Software) or Documentation. In such event, CFEngine will update the Documentation accordingly.

12.8 Audit Rights. Upon CFEngine's written request, Customer shall certify in a signed writing that Customer's use of the Software is in full compliance with the terms of this Agreement (including any copy and user limitations). With prior reasonable notice of at least 10 days, CFEngine may audit the copies of the Software in use by Customer provided such audit is during regular business hours; Customer is responsible for such audit costs only in the event the audit reveals that Customer's use is not in accordance with the licensed scope of use.

12.9 Independent Contractors. The parties to this Agreement are independent contractors. There is no relationship of partnership, joint venture, employment, franchise or agency created hereby between the parties. Neither party will have the power to bind the other or incur obligations on the other party's behalf without the other party's prior written consent.

12.10 Force Majeure. Neither party shall be liable to the other for any delay or failure to perform any obligation under this Agreement (except for a failure to pay fees) if the delay or failure is due to events which are beyond the reasonable control of such party, including but not limited to any strike, blockade, war, act of terrorism, riot, natural disaster, failure or diminishment of power or of telecommunications or data networks or services, or refusal of approval or a license by a government agency.

12.11 Government End-Users. The Software is commercial computer software. If the user or licensee of the Software is an agency, department, or other entity of the United States Government, the use, duplication, reproduction, release, modification, disclosure, or transfer of the Software, or any related documentation of any kind, including technical data and manuals, is restricted by a license agreement or by the terms of this Agreement in accordance with Federal Acquisition Regulation 12.212 for civilian purposes and Defense Federal Acquisition Regulation Supplement 227.7202 for military purposes. The Software was developed fully at private expense. All other use is prohibited.

12.12 Export Compliance. Customer acknowledges that the Software is subject to export restrictions by the United States government and import restrictions by certain foreign governments. Customer shall not and shall not allow any third-party to remove or export from the United States or allow the export or re-export of any part of the Software or any direct product thereof: (a) into (or to a national or resident of) any embargoed or terrorist-supporting country; (b) to anyone on the U.S. Commerce Department's Table of Denial Orders or U.S. Treasury Department's list of Specially Designated Nationals; (c) to any country to which such export or re-export is restricted or prohibited, or as to which the United States government or any agency thereof requires an export license or other governmental approval at the time of export or re-export without first obtaining such license or approval; or (d) otherwise in violation of any export or import restrictions, laws or regulations of any United States or foreign agency or authority. Customer agrees to the foregoing and warrants that it is not located in, under the control of, or a national or resident of any such prohibited country or on any such prohibited party list. The Software is further restricted from being used for the design or development of nuclear, chemical, or biological weapons or missile technology, or for terrorist activity, without the prior permission of the United States government.

12.13 Third-Party Code. The Software may contain or be provided with components subject to the terms and conditions of third party "open source" software licenses ("Open Source Software"). Open Source Software may be identified in the Documentation, or CFEngine shall provide a list of the Open Source Software for a particular version of the Software to Customer upon Customer's written request. To the extent required by the license that accompanies the Open Source Software, the terms of such license will apply in lieu of the terms of this Agreement with respect to such Open Source Software, including, without limitation, any provisions governing access to source code, modification or reverse engineering. Customer agrees that they have read and understood the Third Party Open

Source Software disclosures in the “Terms and Conditions” segment of CFEngine’s website, located at: <https://cfengine.com/terms>.

12.14 Community Edition. The Software includes certain code that is the same as code in the CFEngine Community Edition Software (“CCES”), which CFEngine also licenses separately under the GNU General Public License (“GPL”). Notwithstanding Section 12.13 (Third-Party-Code), for purposes of this Agreement, any such code in the Software is licensed under the terms and conditions contained herein, not the GPL.

EXHIBIT A

COMMERCIAL SOFTWARE SUPPORT POLICY

I. Overview

This Commercial Software Support Policy (“Support Policy”) describes the policies and procedures under which CFEngine, Inc. (“CFEngine”) provides support and maintenance services (“Support”) for its proprietary commercial software product (“Software”).

Support is provided for the Software pursuant to the separate Master Software License Subscription Agreement under which Customer has purchased Support and is subject to the terms and conditions of that separate agreement and the terms of this Support Policy. Support is provided for the Subscription Term specified in the Order Form or Master Software License Subscription Agreement, or for the period otherwise specified in the Master Software License Subscription Agreement.

Support is provided through CFEngine’s online web-based support portal (the “Support Portal”), and if indicated on the Support Matrix (see Schedule 1, attached), also by telephone.

This Support Policy sets forth expectations for Support between the Customer organization and CFEngine’s Customer Support organization, including:

- a. who is authorized to submit issues
- b. how to submit issues
- c. what types of issues are supported

d. how and when CFEngine resolves and closes reported issues.

II. Scope of Support.

What Support Includes.

CFEngine shall provide Customer with Support consisting of the following: (a) the number of web-based Incident (as defined below) submissions up to the number of designated Contacts (as defined below) of Customer as specified on the Support Matrix; (b) LTS Releases (as defined below) of the Software; and (c) the provision of expert level guidance and troubleshooting to Customer in connection with questions and issues arising from the following Customer activities with respect to the Software:

Installation and Downloads: Support for installation includes providing guidance and troubleshooting in connection with Customer's downloading and installing of the Software.

Basic Configuration Issues: Support for configuration includes troubleshooting Customer's configuration settings for existing installations on Supported Platforms (as defined below) to ensure proper operation and connectivity.

Usage Issues: CFEngine experts will answer your "how to" questions related to standard and intended product usage.

Assistance with Policies. CFEngine experts will assist you with a specific issue that you have encountered when developing policies to be used in the Software. General policy development issues fall outside the scope of Support.

Assistance with New Releases. CFEngine experts will assist you with specific issues encountered when you update from one supported release of the Software to another supported release. Customer should update to the latest release of the Software to ensure that they have the latest patches and features. Assistance with updates from unsupported releases falls outside the scope of Support.

What Support Excludes.

The following are excluded from CFEngine's Support obligations: (a) Software that is used on or in conjunction with hardware or software other than as specified in the applicable Documentation; (b) altered or modified Software, unless altered or modified by CFEngine; (c) defects in the Software due to accident, hardware malfunction, abuse or improper use;

(d) Support for unsupported releases or updates from unsupported releases; (e) “beta” releases, evaluation software or other software provided at no charge; (f) any Software sold separately by CFEngine, including, without limitation, consulting code, unless generally made available to CFEngine’s subscription customers at no additional charge for the Software; (g) training, customization, integration and any issues arising from non-standard usage of the Software; (h) any on-site services or remote access services (unless CFEngine requests remote access to assist CFEngine in understanding an issue); (i) problems caused by version mismatch (as described in Section II.E below); (j) problems with customers’ existing CFEngine policy syntax due to the change of software instruction related to the version upgrade (as described in Section II.F below); and (k) problems with customers’ reporting methods under earlier versions (as described in Section II.G below.)

CFEngine separately offers a range of fee-based professional services to address issues related to:

- a. Product training
- b. Product customizations
- c. Custom integrations
- d. Performance tuning
- e. Custom build strategies
- f. Process improvements
- g. Policy development issues that fall outside the scope of Support
- h. Any other Incidents that we advise you fall outside the scope of Support

Software Versions Covered.

Supported Versions: LTS (abbreviation for “Long Term Support”) Releases: means generally any release announced on CFEngine’s website which is designated as a LTS and can include commercially released major new releases, modifications or enhancements to the same Software. The Support Policy covers an LTS release for 36 months. Any new version of the same Software as designated by a change in the number(s) to the far right decimal in version number is considered part of the LTS release. For instance if version 3.7.0 is

released July 1st 2015, it will be supported until July 1st 2018, and any new versions like 3.7.1, 3.7.2, etc, will be supported until this July 1st 2018 date.

Non-LTS releases: means commercially released major new releases, modifications or enhancements to the same Software which are not declared as a LTS release on our CFEngine's webpage. Non-LTS releases are not covered by "The Support Policy."

Platforms Supported: CFEngine supports use of the Software only on the platforms specified in the Support Portal or in the Release Notes of a given release (the "Supported Platforms"). CFEngine may make changes to the list of Supported Platforms from time to time when making new releases of the

Software available.

Version Mismatch.

To avoid problems with the CFEngine Software, the CFEngine hub and the Agents connecting to it must be running on the same version. Support is not provided for problems caused by version mismatch. Keep in mind that during upgrades, hubs are upgraded before Agents, so there may be a temporary version mismatch while the Software is being upgraded. During that time, the full features of the Software may not be available.

Changes of CFEngine policy syntax.

LTS releases of CFEngine software may create changes to the CFEngine policy syntax to agents, which will impact how customers' existing CFEngine policies are supported. The CFEngine Support Policy will not apply to changes required in customers' CFEngine policy caused by modifications in CFEngine Policy syntax based on major revisions. Customers are responsible for their CFEngine policy.

Changes to Reporting.

LTS releases of CFEngine software may impact customer's preexisting reporting methods, queries and calls. These potential changes are not covered by the Support Policy.

III. Incident Submission and Resolution

Customer shall obtain Support by reporting individual issues to CFEngine. Each individual issue reported to CFEngine shall be tracked from initial report through final resolution (each

such issue, an “Incident”). Customer is entitled to the number of Incidents specified in the Support Matrix.

Submitting Incidents

Who May Submit Incidents.

Support is intended to provide assistance to individuals for issues and questions beyond what is covered in documentation and introductory material. Customers are expected to make every effort to ensure that the individuals that are designated as authorized contacts are qualified to support the Customer teams internally. To be qualified, these individuals should know the internal build systems, tools, policies, and practices in use by the Customer, and they should also be proficient users of the Software. Each such qualified contact is a “Contact”.

Customer shall be entitled to designate the number of Contacts specified in the Support Matrix as authorized to submit support Incidents. Customer is responsible for designating at least one authorized Contact at time of purchase. That individual may submit change requests to the list of authorized support Contacts in writing through the channel(s) specified for the plan selected.

How to Submit Incidents.

Incidents are to be submitted to CFEngine by a Contact through the communication channel(s) (Support Portal and where applicable, by phone) specified for the applicable Support plan in the Support Matrix. The Support Matrix specifies which communication channels are available for each plan offered.

How to Report an Incident.

In order to expedite the resolution of Incidents, CFEngine expects that Customer will make every attempt possible to:

- a. Verify that the Incident is reproducible on the Supported Platforms for the Software (as applicable).
- b. Provide information necessary to help CFEngine track, prioritize, reproduce or investigate the Incident, such as: Customer name and organization.

- c. A full description of the issue and expected results.
- d. Category of issues: general question, defect, enhancement request, etc.
- e. Steps to reproduce the issue and relevant data.
- f. Any applicable log files or console output.
- g. Exact wording of all issue related error messages.
- h. Any special circumstances surrounding the discovery of the issue, i.e. first occurrence or occurred after what specific event, Customer's business impact of problem and suggested priority for resolution.
- i. Identifying issue number in any ongoing communications with CFEngine on an existing issue.

Support Response and Incident Resolution

CFEngine Incident Response.

For each Incident reported by Customer in accordance with these procedures, CFEngine shall:

- a. Confirm receipt of the reported Incident within the acknowledgement time specified in the Support Matrix.
- b. Set a Priority Level for the Incident in accordance with the terms below.
- c. Begin responding to the Incident within the response time specified in the Support Matrix.
- d. Analyze the Incident and, as applicable, verify the existence of the problem(s) resulting in the Incident, which may include requesting that Customer provide additional information, logs and re-execution of commands to help identify the root cause and dependencies of the reported issue.
- e. Give Customer direction and assistance in resolving the Incident.
- f. Keep a record of ongoing communications with Customer.

g. Use reasonable commercial efforts to resolve the Incident in accordance with the target resolution times set forth in the Support Matrix.

Priority Levels.

CFEngine will prioritize Incidents according to the following criteria:

P1 = Issues which make the Software completely inaccessible or the majority of its functionality unusable for Customer.

P2= means an issue that significantly degrades performance of the Software or materially restricts Customer's use of or the functionality of the Software.

P3= means an issue that causes only a minor impact on Customer's use of the Software.

P4= means any other request for guidance or information.

Resolution and Closure of Incidents.

Incidents shall be closed in the following manner:

For solvable issues, depending on the nature of the issue, the resolution may take the form of an explanation, recommendation, usage instructions, workaround instructions, or advising Customer of an available software fix.

For unsolvable issues, CFEngine undertakes to provide an explanation why the issue is not solvable, and provide the reporting Customer suggestions for a work-around or other ways to mitigate the issue.

In the event that custom or unsupported plug-ins or modules are used, CFEngine may ask, in the course of attempting to resolve the issue, that the Customer remove any unsupported plug-ins or modules. If the problem disappears upon removal of an unsupported plug-in or module, then

CFEngine may consider the issue to be resolved.

For issues outside of scope of Support, CFEngine may also close issues by identifying the Incident as outside the scope of the Support or arising from a version, platform or usage case which is excluded from the Support Policy.

Schedule 1

CFEngine Software Support Matrix

POLICY TERMS	
Coverage Hours	Business Hours*
Supported Channels	Support Portal
Supported Contacts	1
Max. # of Incidents	15
TARGET RESPONSE TIME	
Acknowledgement Time	2 Hours for all Incidents
Response Time	P1 – 12 hours P2 – 48 hours P3 – 72 hours
Target Resolution Time	P1 – 48 hours P2 – 1 week P3 – Next LTS Release
SUBSCRIPTION TERM	

Term	The same period as the then-current Software Subscription Term
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*Notes:

(1) For customers who have an agreement with CFEngine, Inc. CFEngine business hours are 9 a.m. to 5p.m. Eastern Standard Time Monday thru Friday except CFEngine holidays. For customers who have an agreement with CFEngine AS, CFEngine business hours are 9 a.m. to 5p.m. Central European Time Monday thru Friday except CFEngine holidays. CFEngine holidays are posted on the CFEngine Support Portal.

(2) All times are relative to the times when the issues are first submitted to CFEngine. All times and days are relative to CFEngine business hours/days.