

This Agreement, including all referenced documents and the product terms (the current versions attached hereto) and also located at <https://puppet.com/legal> (“Product Terms”), is between Puppet, Inc. (“Puppet”) and you, the Federal government or public sector purchaser of the license to the applicable software product (the “Software”) (“Customer” or “Ordering Activity”) purchasing under a prime contract with an authorized Puppet reseller. This Agreement is effective (“Effective Date”) as of the date that the Customer downloads the Software.

GENERAL TERMS AND CONDITIONS

1. **ORDERS.** Customer may purchase licenses to the applicable Software from time-to-time by signing a valid Puppet quote, submitting a purchase order directly to Puppet that corresponds to a valid Puppet quote (an “Order”) or, if applicable, through an authorized Puppet reseller (prime contractor). All such purchases are subject to the provisions of this Agreement. Any conflicting provisions on an Order are between the prime contractor and Customer. Prime contractor does not have authority to grant greater rights in the Puppet Software than the rights granted in this Agreement. Puppet rejects any additional terms or provisions that Puppet has not expressly agreed to in writing. The Software is deemed accepted upon download.
2. **LICENSE.** Subject to Customer’s compliance with this Agreement, Puppet grants to Customer a worldwide, limited, non-transferable, revocable license to use the Software in accordance with the Product Terms for the applicable Software.
3. **RESTRICTIONS.** The Software is licensed, not sold. Except as stated otherwise in this Agreement, 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. Other than as granted in Section 2 (License) and the Product Terms, Puppet and its licensors retain all right, title and interest in and to the Software, including all intellectual property rights, registered or unregistered, and wherever in the world those rights may exist (collectively, the “Puppet Rights”). The Puppet Rights include, without limitation, 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 permit Customer to distribute any product or service using the Puppet Marks. Puppet shall retain title to all copies of the Software provided to Customer or made by Customer. There are no implied rights or licenses in this Agreement. All rights are expressly reserved by Puppet.
4. **FEES AND PAYMENT.** Payment terms are between Customer and the prime contractor. The subscription term is one year, unless Puppet agrees, in writing, to permit a different term.
5. **SUPPORT; CHANGES.**
 - 5.1 **Support and Maintenance.** Puppet will provide Customer the support and maintenance services (“Support Services”), (the current Support and Maintenance Services Terms listed at <https://puppet.com/legal>), under Support Documents as “Support Terms” and are provided at either the “Standard” or the “Premium” level, as indicated in the Order. Puppet reserves the right to reasonably modify the Support Terms, but not to materially diminish the level of Support Services during the applicable subscription term. There is no support or maintenance available in connection with a Free License or Free Trial (as those terms are defined in the Product Terms). If Support Services are terminated for any reason, any later reinstatement is at Puppet’s sole option and is conditioned on (a) Puppet offering Support Services to its customers generally for the Software in question, and (b) if Support Services have been terminated for more than thirty (30) days, Customer placing an Order for the period during which Customer was off Support Services, and for the new Support Services term.
 - 5.2 **Modules and Customer Changes.** Puppet may make available certain modules (“Modules”) that may be used in connection with the Software, either bundled with the Software (including in an update or upgrade later provided) or through its website forge.puppet.com (“Puppet Forge”). Any Modules bundled with the Software are licensed under this Agreement, and any Modules obtained through the Puppet Forge are subject to their accompanying license. Except for Modules that are bundled with the Software or where otherwise indicated by Puppet on the Puppet Forge, Puppet is not liable to support any Module, nor are such Modules covered by the warranty and indemnity terms of this Agreement. Furthermore, Puppet is not responsible to support, and is not liable under this Agreement in any way (including warranty and indemnity) for, any changes made by Customer to the Software.
6. **WARRANTY; DISCLAIMER**
 - 6.1 **General Warranties.** Puppet represents and warrants that it has sufficient ownership or authority to grant to Customer the license stated in the applicable Product Terms. Each party represents and warrants that: (a) it has the full power and authority to enter into this Agreement and to carry out its obligations under this Agreement; and (b) it has complied, and will in the future comply, with all applicable laws in connection with the execution, delivery and performance of this Agreement.
 - 6.2 **Product Warranty.** Puppet 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 notify Puppet and Puppet, will deliver a replacement copy. 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.
 - 6.3 **Disclaimer.** EXCEPT AS EXPRESSLY SET FORTH IN SECTION 6 (WARRANTY; DISCLAIMER), PUPPET DISCLAIMS ANY AND ALL WARRANTIES AND REPRESENTATIONS WITH RESPECT TO THE SOFTWARE (INCLUDING REPORTS, ANALYSIS OR CONTENT GENERATED BY THE SOFTWARE), 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 EXCLUDES ANY NON-PUPPET APPLICATIONS OR PLATFORMS AND ANY ACQUISITION OR USE OF THOSE APPLICATIONS OR PLATFORMS IS SOLELY THE RESPONSIBILITY OF CUSTOMER AND THE PROVIDER OF SUCH APPLICATIONS OR PLATFORMS. PUPPET MAKES NO WARRANTY REGARDING THE INTEROPERABILITY OF THE SOFTWARE WITH (OR ANY CONTENT GENERATED FROM) ANY NON-PUPPET APPLICATIONS OR PLATFORMS. PUPPET DOES NOT WARRANT OR SUPPORT NON-PUPPET APPLICATIONS OR PLATFORMS.

7. INDEMNIFICATION.

7.1 Obligation. Subject to the conditions and exceptions listed below, and except as prohibited by 28 USC §516, or if applicable, other state or local law applicable to Customer, Puppet will defend Customer and Customer's shareholders, directors, and employees (the "Defendants") against a third party's claim that Customer's use of the Software (in the form delivered to Customer and as authorized in this Agreement) infringes or misappropriates the third party's copyright or United States trade secret rights, or directly infringes a valid United States patent that issued as of the Effective Date (in each case, a "Claim"), and will further indemnify the Defendants against any damages, fees (including reasonable attorney fees), costs and expenses which are included in a final award, judgment or settlement of a Claim.

7.2 Conditions. Puppet's obligations in Section 7.1 are conditioned on (a) Customer notifying Puppet immediately upon receiving a Claim and providing Puppet with a written copy of the Claim, (b) Customer cooperating with Puppet in the defense or settlement of the Claim, and (c) Except as prohibited by 28 USC §516, or if applicable, other state or local law applicable to Customer, Customer providing Puppet with all necessary authority for Puppet to defend or settle the claim. Customer may participate in the defense or settlement of the Claim at its own expense. Following notice of a Claim, or if in its discretion Puppet determines that a Claim is likely, Puppet may, at its sole option, procure for Customer the right to continue to use the Software as furnished, or replace or modify the Software to make it non-infringing, or terminate this Agreement and refund to Customer any amounts that Customer pre-paid for an unused license and support and maintenance term.

7.3 Exceptions. Puppet has no obligation under Section 7.1 with respect to any Claim based upon or otherwise relating to: (a) any use of the Software that is not authorized by this Agreement; (b) the combination of the Software with other products, services, equipment, software, or data not supplied by Puppet; (c) any modification of the Software by any person other than Puppet or its authorized agents; (d) any Third Party Software; or (e) continued use of the Software by Customer after Puppet has provided a non-infringing version of the Software as set forth in Section 7.2.

7.4 THIS SECTION REPRESENTS PUPPET'S ENTIRE LIABILITY TO CUSTOMER FOR INDEMNITY OF THIRD PARTY INTELLECTUAL PROPERTY CLAIMS.

8. LIMITATION OF LIABILITY. EXCEPT AS STATED BELOW, EACH PARTY'S LIABILITY TO THE OTHER UNDER THIS 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 PUPPET IN THE TWELVE (12) MONTHS PRIOR TO THE EVENT GIVING RISE TO LIABILITY. THESE LIMITS DO NOT APPLY TO ANY LIABILITY THAT ARISES FROM ANY CLAIM FOR THE UNLICENSED USE OF THE SOFTWARE. THESE LIMITS APPLY REGARDLESS OF THE FORM OF CLAIM (CONTRACT, TORT OR OTHERWISE) AND EVEN IF THIS SECTION 8 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. TO THE EXTENT THE FOREGOING IS LIMITED BY THE ANTI-DEFICIENCY ACT OR OTHER APPLICABLE LAWS, THE LIMITATION OF LIABILITY FOR BOTH PARTIES WILL BE SUBJECT TO THE LIMITS IMPOSED ON CUSTOMER BY THE ANTI-DEFICIENCY ACT OR SUCH OTHER APPLICABLE LAWS. THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO (1) PERSONAL INJURY OR DEATH RESULTING FROM LICENSOR'S NEGLIGENCE; (2) FOR FRAUD; OR (3) FOR ANY OTHER MATTER FOR WHICH LIABILITY CANNOT BE EXCLUDED BY LAW.

9. EXPORT CONTROL. As required by the laws of the United States and other countries, Customer represents and warrants that Customer: (a) understands that the Software and its components may be subject to export controls under the U.S. Commerce Department's Export Administration Regulations ("EAR"); (b) is not located in a prohibited destination country under the EAR or U.S. sanctions regulations; (c) will not export, re-export, or transfer the Software to any prohibited destination or persons or entities on the U.S. Bureau of Industry and Security Denied Parties List or Entity List, or the U.S. Office of Foreign Assets Control list of Specially Designated Nationals and Blocked Persons, or any similar lists maintained by other countries, without the necessary export license(s) or authorization(s); (d) will not use or transfer the Software for use in connection with any nuclear, chemical or biological weapons, missile technology, or military end-uses where prohibited by an applicable arms embargo, unless authorized by the relevant government agency by regulation or specific license; and (e) understands that countries including the United States may restrict the import, use, or export of encryption products (which may include the Software and the components) and agrees that Customer shall be solely responsible for compliance with any such import, use, or export restrictions.

10. U.S. GOVERNMENT END USERS. The Software and documentation are "commercial items" as that term is defined at FAR 2.101. If Customer is the US Federal Government (Government) Executive Agency (as defined in FAR 2.101), Puppet provides the Software

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and documentation, including any related technical data, and/or professional services in accordance with the following: If acquired by or on behalf of any Executive Agency, the Government acquires, in accordance with FAR 12.211 (Technical Data) and FAR 12.212 (Computer Software), only those rights in technical data and software customarily provided to the public as defined in this Agreement. In addition, DFARS 252.227-7015 (Technical Data – Commercial Items) applies to technical data acquired by DoD agencies. Any Federal Legislative or Judicial Agency shall obtain only those rights in technical data and software customarily provided to the public as defined in this Agreement. If any Federal Executive, Legislative, or Judicial Agency has a need for rights not conveyed under the terms described in this Section, it must negotiate with Puppet to determine if there are acceptable terms for transferring such rights, and a mutually acceptable written and signed addendum specifically conveying such rights must be included in any applicable contract or agreement to be effective. If this Agreement fails to meet the Government’s needs or is inconsistent in any way with Federal law, and the parties cannot reach a mutual agreement on terms for this Agreement, the Government agrees to terminate its use of the Software and documentation and stop any use of, and return or destroy, the Software and documentation and any other software or technical data delivered as part of the Software and documentation to Puppet. This U.S. Government Rights clause in this Section is in lieu of, and supersedes, any other FAR, DFARS, or other clause, provision, or supplemental regulation that addresses Government rights in computer software or technical data under this Agreement.

11. **TERMINATION.** This Agreement begins on the Effective Date and continues in force until terminated by mutual agreement or until the expiration of the term., unless Customer or Puppet elects in writing to terminate it sooner due to (a) the other party’s material breach, provided that the terminating party gives the breaching party at least 30 days written notice and opportunity to dispute the breach (in which case the Contract Disputes Act applies or to cure the breach, or (b) the other party making a general assignment for the benefit of creditors, suffering or permitting the appointment of a receiver for its business or assets, or availing itself of or becoming subject to any proceeding under the US Federal Bankruptcy Act or any other foreign or domestic statute, law, rule or regulation relating to insolvency or the protection of rights of creditors. All fees are non-refundable. Upon termination, or expiration of the applicable subscription term, Customer must uninstall the Software from Customer’s computer systems. The following Sections survive termination: 3 (Restrictions), 6 (Warranty; Disclaimer), 7 (Indemnification), 8 (Limitation of Liability), 11 (Termination), and 13 (General).
12. **TRANSFER OF RIGHTS.** Neither Party may transfer this Agreement or any of its rights hereunder, nor delegate any of its obligations hereunder, to any third party without the prior written consent of the other Party; provided, however, subject to the requirements of GSAR 552.212-4(w)(xi) (for GSA purchases) or other applicable laws governing assignment, either Party may assign this Agreement and all of such Party’s rights and obligations to any affiliate of such Party or to any third party which succeeds by operation of law or purchases or otherwise acquires all or substantially all of the assets of such Party or an affiliate of such Party (whether by way of merger, consolidation, sale of assets, or other corporate reorganization or combination) and assumes such Party’s obligations hereunder. Any attempted or purported assignment, transfer or delegation without any required consent having first been obtained shall be null and void and a material breach of this Agreement. Subject to the foregoing, this Agreement shall bind and inure to the benefit of the Parties and their respective successors and permitted assigns. In the event of any assignment by Puppet, Puppet will notify the prime contractor and provide an updated Letter of Supply for the GSA schedule contract or Letter of Authorization for the SEWP contract, if applicable.
13. **GENERAL.** For Federal Customers, the laws of the United States govern this Agreement (excluding the United Nations Convention on Contracts for the International Sale of Goods and the Uniform Computer Information Transactions Act). Otherwise, the laws of the state in which the public sector entity is located will govern this Agreement (without regard to such state’s 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). The parties agree to the exclusive jurisdiction of the applicable courts of the public sector entity for any and all disputes, claims and controversies arising from or relating to this Agreement, and each party hereby irrevocably waives any objection to such exclusive jurisdiction. Customer agrees that any breach of Section 3 or other infringement or misappropriation of the Puppet Rights will result in immediate and irreparable damage to Puppet for which there is no adequate remedy at law. Customer and Puppet may only amend or modify this Agreement, or waive any right under this Agreement, in a writing that is signed by both parties and that expressly references this Agreement. No waiver of any breach of any provision of this Agreement shall constitute a waiver of any prior, concurrent or subsequent breach of the same or any other provisions. Headings are used in this Agreement for reference only and will not be considered when interpreting this Agreement. As used in this Agreement, “includes” (or “including”) means without limitation. This Agreement constitutes the entire agreement between the parties with respect to the Software and its related support and maintenance, and supersedes all prior and contemporaneous agreements or communications. Nothing in this Agreement modifies any terms and conditions between Customer and any prime contractor under which the Software and documentation were ordered. Those prime contract terms and conditions continue to govern the relationship between the prime contractor and the Customer.

PUPPET ENTERPRISE® PRODUCT TERMS AND CONTINUOUS DELIVERY FOR PUPPET ENTERPRISE™ PRODUCT TERMS

These Product Terms apply only to Customer's license of Puppet Enterprise® or Continuous Delivery for Puppet Enterprise™ (as applicable, the "Software") per an applicable Order and are part of and incorporated into the Public Sector Puppet Master License Agreement or other existing license agreement governing Customer's use of the Software (as applicable, the "Agreement"). In the event of a conflict between these Product Terms and the Agreement, the terms and conditions of these Product Terms shall control, but only to the extent of such conflict. Capitalized terms used, but not defined herein shall have the meanings set forth in the Agreement. Puppet and the Customer may agree to an update of these Product Terms from time to time by a written modification to the prime contract.

1. LICENSE.

1.1 GENERAL. Subject to Customer's compliance with the Agreement, Puppet grants to Customer a worldwide, limited, non-transferable, revocable license to use the Software in accordance with these Product Terms for the purpose of managing Customer's information technology infrastructure (whether on premises or in the cloud, and including any information technology infrastructure for the benefit of Customer's customers, so long as the Software operates on equipment that is owned by Customer). Customer may reproduce the Software and use multiple copies concurrently, subject to the terms in the Agreement and these Product Terms.

1.2 NODES.

- (a) Customer will enter into an order for a license subscription and for support and maintenance based on the number of Nodes managed by the Software. A "Node" is a single network-connected device such as a server, desktop, storage appliance, network device (e.g. routers or a load balancer) or laptop (virtual machines that have a unique IP address are a separate Node from the physical machine on which they reside).
- (b) For Puppet Enterprise, Customer may manage up to 10 Nodes perpetually and at no charge (the "Free License"). If Puppet provides to Customer any evaluation, trial or other promotional offering of Continuous Delivery for Puppet Enterprise for a limited period ("Free Trial"), Customer may use the Software until the end of the Free Trial period.
- (c) Except as set forth in Section 1.2(b), Customer shall pay to Puppet (or an authorized reseller) a fee for a specific license term based on the number of Nodes managed by the Software (a "Paid License"). With a Paid License, Customer is allowed to burst up to double the aggregate Node count for four (4) days in each calendar month, which can be unique or consecutive days. If Customer bursts more than four days in a calendar month, the Customer will be deemed to have exceeded the Node count for the applicable license term. The fee, number of Nodes and subscription term will be stated in Customer's Order and in a license file that accompanies the Software.

2. OPEN SOURCE CODE. Portions of the Software are subject to the provisions of an "open source" license (the "Open Source Components"). The applicable license and its associated components are listed at <https://puppet.com/puppet-enterprise-components-licenses/>.

3. THIRD PARTY SOFTWARE. The Software includes components under license from third parties (the "Third Party Software"). The Third Party Software has its own terms and conditions and their applicable third-party license terms for Puppet Enterprise are listed at <https://puppet.com/puppet-enterprise-components-licenses/>. Customer may not distribute any product or service using the Puppet Marks, including in connection with any Open Source Components or Third Party Software.

4. INSPECTION. The Puppet Enterprise Console included in the Software (the "Console") will display the status of Customer's purchased product license consumption and compliance, along with a "Contact Puppet Sales" notification and link (a tool to facilitate communication not a mechanism for purchasing additional licenses) when the licensed limit has been reached. Customer can manually add or remove Nodes per the instructions in the Software documentation. The license count shown on the Console is calculated based on the number of Nodes that have reported to the Puppet Console in production and non-production environments ("Productive Use"). Customer may make unlimited copies of the Software, but must pay for all Nodes in Productive Use in accordance with the terms of the Agreement. Upon Puppet's request, Customer shall, within three (3) business days of such request, provide Puppet with a certification signed by Customer's authorized representative verifying the number of Nodes being used by Customer in Productive Use. If Puppet has a good faith reason to believe that Customer has incorrectly reported the number of Nodes in Productive Use using the Console, Puppet has the right to have its personnel inspect once per year the number of Nodes being managed by the Software, following this protocol: (1) identify all unique Puppet Enterprise Console installations; (2) monitor Customer's personnel's login to each Puppet Enterprise Console installation; and (3) record the active Nodes reported by the Console. Any such inspection will take place only during normal business hours and upon not less than ten (10) business days' written notice.

5. USAGE DATA. Unless Customer chooses to disable and opt-out of this functionality, Puppet may collect and use information automatically generated by the Software regarding Customer's use of the Software, which includes the browser and operating systems types and versions used, installer commands, web interface clicks, mouse gestures, data relating to the submission of online forms (but not

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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 Puppet or its provider(s) or Customer or its provider(s) (“Usage Data”) and Customer consents to such collection and use per this section. Puppet may use and share the Usage Data with third parties to help Puppet improve the user experience and the Software. The Usage Data collected and used by Puppet is de-identified so that it does not reveal the name, role, contact details or other real world identifiers of Customer's users. In all cases the Usage Data collected shall be Puppet’s sole property and confidential information.

6. CONTINUOUS DELIVERY FOR PUPPET ENTERPRISE.

6.1 Continuous Delivery for Puppet Enterprise is a separate product which includes both Puppet Enterprise and additional software for the continuous delivery functionality. Continuous Delivery for Puppet Enterprise includes additional Open Source Components listed at <https://puppet.com/component-license-cd4pe/> and third-party license terms listed at <https://puppet.com/component-license-cd4pe/>.

6.2 FOR EXISTING PUPPET ENTERPRISE CUSTOMERS WHO EITHER CONVERT EXISTING PUPPET ENTERPRISE LICENSES TO CONTINUOUS DELIVERY FOR PUPPET ENTERPRISE LICENSES OR PURCHASE SEPARATE LICENSES TO CONTINUOUS DELIVERY FOR PUPPET ENTERPRISE, SUCH CONVERSION OR PURCHASE SHALL NOT EXTEND ANY PERFORMANCE WARRANTY IN THE AGREEMENT APPLICABLE TO PUPPET ENTERPRISE, AND ANY PRODUCT WARRANTY IN THE AGREEMENT SHALL APPLY ONLY TO THE CONTINUOUS DELIVERY FUNCTIONALITY OF THE SOFTWARE.

7. SURVIVAL. The following Sections of these Product Terms survive termination of the Agreement: 2 through 7.

PUPPET REMEDIATE™ PRODUCT TERMS

These Product Terms apply only to Customer's license of Puppet Remediate™ ("Software") per an applicable Order and are part of and incorporated into the Public Sector Puppet Master License Agreement or other existing license agreement governing Customer's use of the Software (as applicable, the "Agreement"). In the event of a conflict between these Product Terms and the Agreement, the terms and conditions of these Product Terms shall control, but only to the extent of such conflict. Capitalized terms used, but not defined herein shall have the meanings set forth in the Agreement. Puppet and the Customer may agree to an update of these Product Terms from time to time by a written modification to the prime contract.

1. LICENSE.

1.1 GENERAL. Subject to Customer's compliance with this Agreement, Puppet grants to Customer a worldwide, limited, non-transferable, revocable license to use the Software to discover Nodes (as defined below), obtain a summary of the vulnerabilities, which are provided by Customer's third party vulnerability assessment tool(s), in Customer-owned or operated information technology infrastructure (whether on premise, in the cloud, or hybrid), and enable Customer to take action to remediate those vulnerabilities. Each installation of the Software requires a unique license key.

1.2. NODES.

- (a) A "Node" is a single network-connected device such as a server, desktop, storage appliance, network device (e.g. routers or a load balancer) or laptop (virtual machines that have a unique IP address are a separate Node from the physical machine on which they reside).
- (b) Puppet may, in its sole discretion, provide a trial offering of the Software. In such event, Customer may use the Software for up to a maximum of fifty (50) Nodes for a limited period of thirty (30) days ("Free Trial"). The Free Trial period begins upon installation of the Software. Customer may use the Software until the end of the Free Trial period. During the Free Trial period, Customer's use of the Software shall be "AS IS", without any warranty or support, and any indemnity obligation in the Agreement shall not apply.
- (c) After the Free Trial, Customer may use the Software based on the number of Nodes licensed for a specific term in exchange for a fee (a "Paid License"). The fee, number of Nodes licensed, and subscription term will be stated in Customer's Order and in a license file that accompanies the Software. Customer agrees to pay all fees in accordance with the payment terms set forth in this Agreement.

2. OPEN SOURCE CODE. Portions of the Software are subject to the provisions of an "open source" license (the "Open Source Components"). The applicable license and its associated components are listed at <https://puppet.com/puppet-remediate-components-licenses>.

3. THIRD PARTY SOFTWARE. The Software includes components that included under license from third parties (the "Third Party Software"). The components (including any applicable open source components) and their applicable license terms are listed at <https://puppet.com/puppet-remediate-components-licenses>. Customer may not distribute any product or service using the Puppet Marks, including in connection with any Open Source Components or Third Party Software.

4. INSPECTION. The Puppet Remediate Console included in the Software (the "Console") will display the status of Customer's purchased product license consumption and compliance, along with a "Contact Puppet Sales" notification and link (a tool to facilitate communication not a mechanism for purchasing additional licenses) when the licensed limit has been reached. Customer may manually add or remove sources per the instructions in the Software documentation. The license count shown on the Console is calculated based on the number of Nodes that have reported to the Console in production and non-production environments. Customer must pay for all use of the Software in accordance with the terms of the Agreement. Upon Puppet's request, Customer shall, within three (3) business days of such request, provide Puppet with a certification signed by Customer's authorized representative verifying the number of Nodes being used by Customer in Productive Use. If Puppet has a good faith reason to believe that Customer has incorrectly reported the number of Nodes using the Console, Puppet has the right to have its personnel inspect once per year Customer's use of the Software, following this protocol: (1) identify all unique Software installations; (2) monitor Customer's personnel's login to each Software installation; and (3) record the Nodes reported by the Console. Any such inspection will take place only during normal business hours and upon not less than ten (10) business days' written notice.

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5. **USAGE DATA.** Unless Customer chooses to disable and opt-out of this functionality, Puppet may collect and use information automatically generated by the Software regarding Customer's use of the Software, which includes the browser and operating systems types and versions used, installer commands, web interface clicks, mouse gestures, 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 Puppet or its provider(s) or Customer or its provider(s) ("Usage Data") and Customer consents to such collection and use per this section. Puppet may use and share the Usage Data with third parties to help Puppet improve the user experience and the Software. The Usage Data collected and used by Puppet is de-identified so that it does not reveal the name, role, contact details or other real world identifiers of Customer's users. In all cases the Usage Data collected shall be Puppet's sole property and confidential information.

6. **THE SOFTWARE EXCLUDES ANY NON-PUPPET APPLICATIONS OR PLATFORMS AND ANY ACQUISITION OR USE OF THOSE APPLICATIONS OR PLATFORMS IS SOLELY THE RESPONSIBILITY OF CUSTOMER AND THE PROVIDER OF SUCH APPLICATIONS OR PLATFORMS. PUPPET MAKES NO WARRANTY REGARDING THE INTEROPERABILITY OF THE SOFTWARE WITH (OR ANY CONTENT GENERATED FROM) ANY NON-PUPPET APPLICATIONS OR PLATFORMS. PUPPET DOES NOT WARRANT OR SUPPORT NON-PUPPET APPLICATIONS OR PLATFORMS.**

7. **SURVIVAL.** The following Sections of these Product Terms survive termination of the Agreement: 2 through 7.

PUPPET COMPLY™ PRODUCT TERMS

These Product Terms apply only to Customer's license of Puppet Comply™ ("Software") per an applicable Order and are part of and incorporated into the Puppet Master License Agreement located at <https://puppet.com/legal> or other existing license agreement governing Customer's use of the Software (as applicable, the "Agreement"). In the event of a conflict between these Product Terms and the Agreement, the terms and conditions of these Product Terms shall control, but only to the extent of such conflict. Capitalized terms used, but not defined herein shall have the meanings set forth in the Agreement. Puppet may update these Product Terms from time to time by posting a revised version at <https://puppet.com/legal>.

1. LICENSE.

1.1 GENERAL. Subject to Customer's compliance with this Agreement, Puppet grants to Customer a worldwide, limited, non-transferable, revocable license to use the Software in conjunction with Puppet Enterprise® to assess Customer's information technology infrastructure (whether on premise, in the cloud, or hybrid) against recommended policy settings and benchmarks. In addition to any licensing restrictions set forth in the Agreement, 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, or (ii) modify, translate or otherwise made derivative works of the Software.

1.2. NODES.

- (a) A "Node" is a single network-connected device such as a server, desktop, storage appliance, network device (e.g. routers or a load balancer) or laptop (virtual machines that have a unique IP address are a separate Node from the physical machine on which they reside).
- (b) Puppet may, in its sole discretion, provide a trial offering of the Software. In such event, unless otherwise agreed to by Puppet in writing, Customer may use the Software for up to a maximum of ten (10) Nodes for a limited period of thirty (30) days ("Free Trial"). The Free Trial period begins upon installation of the Software. During the Free Trial period, Customer's use of the Software shall be "AS IS", without any warranty or support, and any indemnity obligation in the Agreement shall not apply.
- (c) Customer may use the Software based on the number of Nodes managed by Puppet Enterprise for a specific term in exchange for a fee (a "Paid License"). The fee, number of Nodes licensed, and subscription term will be stated in Customer's Order and in a license file that accompanies the Software. Customer agrees to pay Puppet all fees in accordance with the payment terms set forth in this Agreement.

2. OPEN SOURCE CODE. Portions of the Software are subject to the provisions of an "open source" license (the "Open Source Components"). The applicable license and its associated components are listed at <https://puppet.com/misc/component-licenses/puppet-comply>.

3. THIRD PARTY SOFTWARE. The Software includes components under license from third parties (the "Third Party Software"). The components and their applicable license terms are listed at <https://puppet.com/misc/component-licenses/puppet-comply>. Customer may not distribute any product or service using the Puppet Marks (defined in the Agreement), including in connection with any Open Source Components or Third Party Software.

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