

This Software License Agreement (“Agreement”) is between Puppet Labs, Inc., a Delaware corporation, (“Puppet Labs”) and the Ordering Activity, as defined by GSA Order ADM4800.2H and as revised from time to time (“Customer”).

This Agreement includes the terms and conditions of the GSA Schedule Contract, the Order, and the terms and conditions below. It constitutes the complete agreement between the parties regarding the license, support and maintenance of Puppet Enterprise™ software (the “Software”), and supersedes all prior or contemporaneous agreements or representations, written or oral, concerning that same subject matter. Any modifications to this Agreement must be in writing signed by a duly authorized representative of both parties. SHOULD A CONFLICT EXIST BETWEEN THE TERMS AND CONDITIONS OF THIS AGREEMENT AND THE TERMS AND CONDITIONS OF THE SCHEDULE CONTRACT, THE SCHEDULE CONTRACT SHALL PREVAIL.

TERMS AND CONDITIONS

1. **ORDERS.** “Order” means an order placed by an Ordering Activity under the GSA Schedule Contract.
2. **LICENSE.** Subject to Customer’s compliance with this Agreement, Puppet Labs grants to Customer a worldwide, limited, non-transferrable, revocable license to use the Software for the purpose of managing Customer’s IT infrastructure (whether on premises or in the cloud). Customer may reproduce the Software and use multiple copies concurrently, subject to the pricing terms of Section 6.
3. **SOURCE CODE.** The source code for the Software is available through www.puppetlabs.com.
4. **THIRD PARTY SOFTWARE.** The Software includes components that included under open source licenses from third parties (the “Third Party Software”). The components are listed at <http://www.puppetlabs.com/puppet-enterprise-components-licenses/>.
5. **RESTRICTIONS.** 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. Other than as granted in Section 2, Puppet Labs 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 Labs Rights”). The Puppet Labs Rights include graphics, user and visual interfaces, design, structure, selection, coordination, expression, "look and feel", arrangement, trademark, logo and other distinctive brand features of the Software (collectively, the “Puppet Labs Marks”). This Agreement does not permit Customer to distribute any product or service using the Puppet Labs Marks, including in connection with any Open Source Components. Puppet Labs 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 Labs.
6. **FEES AND PAYMENT.** Customer will pay a fee for a license subscription and for support and maintenance (per Section 7) based on the number of “Nodes” managed by the Software. A “Node” is a single network-connected device such as a server, desktop, or laptop (virtual machines that have a unique IP address are a separate Node from the physical machine on which they reside).
7. **SUPPORT; CHANGES.**
 - 7.1 **Support and Maintenance.** In connection with any Paid License, Puppet Labs will provide Customer the support and maintenance services (“Support Services”) listed on Exhibit A, at either the “Standard” or the “Premium” level, as indicated in the Order. There is no support or maintenance available in connection with a Free License. If Support Services are terminated for any reason, any later reinstatement is at Puppet Labs’ sole option, including without limitation the condition that Puppet Labs offers Support Services to its customers generally for the Software in question.
 - 7.2 **Modules and Customer Changes.** Puppet Labs makes 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 web site forge.puppetlabs.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 Labs on the Puppet Forge, Puppet Labs is not liable to support any Module, nor are such Modules covered by the warranty and indemnity terms of this Agreement. Furthermore, to the extent permitted by law, Puppet Labs 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.
8. **WARRANTY; DISCLAIMER**
 - 8.1 **General Warranties.** Puppet Labs represents and warrants that it has sufficient ownership or authority to grant to Customer the license stated in Section 2. 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.

- 8.2 **Product Warranty.** Puppet Labs 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 Puppet Labs, at its option, will replace it or refund any fee 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.
- 8.3 **Disclaimer.** EXCEPT AS EXPRESSLY SET FORTH IN SECTION 8, PUPPET LABS DISCLAIMS ANY AND ALL WARRANTIES AND REPRESENTATIONS WITH RESPECT TO THE SOFTWARE, INCLUDING THE WARRANTIES OF NON-INFRINGEMENT, TITLE, AND THOSE THAT MAY ARISE FROM ANY COURSE OF DEALING OR PERFORMANCE. THIS CLAUSE DOES NOT LIMIT OR DISCLAIM ANY OF THE WARRANTIES SPECIFIED IN THE GSA SCHEDULE 70 CONTRACT UNDER FAR 52.212-4(O). IN THE EVENT OF A BREACH OF WARRANTY, THE U.S. GOVERNMENT RESERVES ALL RIGHTS AND REMEDIES UNDER THE CONTRACT, THE FEDERAL ACQUISITION REGULATIONS, AND THE CONTRACT DISPUTES ACT, 41 USC 7101-7109.
9. **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 LABS 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 UNPAID FEES OR THE UNLICENSED USE OF THE SOFTWARE. THESE LIMITS APPLY REGARDLESS OF THE FORM OF CLAIM (CONTRACT, TORT OR OTHERWISE) AND EVEN IF THIS SECTION 9 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. THIS AGREEMENT SHALL NOT IMPAIR THE U.S. GOVERNMENT'S RIGHT TO RECOVER FOR FRAUD OR CRIMES ARISING OUT OF OR RELATED TO THIS CONTRACT UNDER ANY FEDERAL FRAUD STATUTE, INCLUDING THE FALSE CLAIMS ACT, 31 USC 3729-3733. FURTHERMORE, THIS CLAUSE SHALL NOT IMPAIR NOR PREJUDICE THE U.S. GOVERNMENT'S RIGHT TO EXPRESS REMEDIES PROVIDED IN THE GSA SCHEDULE CONTRACT (E.G., CLAUSE 552.238-75—PRICE REDUCTIONS, CLAUSE 52.212-4(H)—PATENT INDEMNIFICATION, AND GSAR 552.215-72—PRICE ADJUSTMENT—FAILURE TO PROVIDE ACCURATE INFORMATION).
10. **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.
11. **GOVERNMENT USERS.** The Software contains "commercial computer software" as that term is described in DFAR 252.227-7014(a)(1). If acquired by or on behalf of a civilian agency, the U.S. Government acquires this commercial computer software and/or commercial computer software documentation subject to the terms of this Agreement as specified in 48 C.F.R. 12.212 (Computer Software) and 12.11 (Technical Data) of the Federal Acquisition Regulations and its successors. If acquired by or on behalf of any agency within the Department of Defense, the U.S. Government acquires this commercial computer software and/or commercial computer software documentation subject to the terms of this Agreement as specified in 48 C.F.R. 227.7202 of the DOD FAR Supplement and its successors.
12. **GENERAL.** The laws of the United States govern this Agreement. Customer and Puppet Labs 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.

Exhibit A

Support and Maintenance Terms

Last Updated on January 15, 2014

These Support Services Terms describe the Support Services which current, compliant subscribers of Support Services are entitled to receive pursuant to the Software License Agreement between Puppet Labs and Customer ("**Master Agreement**"). These Support Services Terms form an integral part of, and are incorporated by reference into, the Master Agreement. Capitalized terms used in these Support Services Terms without definition have the meaning defined in the Master Agreement.

1. Definitions.

"**Error**" means a malfunction in the Software that can be duplicated by Puppet Labs that materially degrades the use or performance of the Customer business system the Software manages ("**Business System**").

"**Fix**" means the repair or replacement of object code versions of the Software to remedy an Error.

"**Priority 1 Error**" means an Error that renders the Software inoperative or materially degraded with respect to the Business System, such that: (i) the Business System's production system is severely impacted or completely shut down, or (ii) the Business System's system operations or mission-critical applications are down

"**Priority 2 Error**" means an Error that degrades Software performance with respect to the Business System.

"**Priority 3 Error**" means an Error that affects Customer's use of the Software, but does not materially degrade Software performance with respect to the Business System.

"**Technical Contact**" means a Customer employee technically familiar and competent with Customer's systems (including the Business System), infrastructure and use of the Software, who: (i) has "read, write and execute" access to the necessary files, English language communication skills and relevant technical knowledge; and (ii) is the designated Customer contact to receive Support Services, and to resolve Customer technical issues related to the Software. The permitted number of Technical Contacts is based on the level of Support Services purchased by Customer, and is set forth in the table below. The first two (2) Technical Contacts are set forth in the applicable Order Form, and may be changed by Customer upon five (5) business days prior written notice to Puppet Labs.

"**Update**" means subsequent releases of the Software that are generally made available by Puppet Labs to those of its customers using the Software as part of Support Services at no additional charge, other than media and handling charges. Updates may include updated code to accommodate changes in applicable industry standards. Updates shall not include any releases, enhancements, functionality or products which Puppet Labs licenses separately or provides at a fee separate from the Support Services fee. Updates are delivered only on an as if and when available basis.

2. **Support Services Coverage.** Subject to these Support Services Terms, including the table set forth below, and the other terms of the Master Agreement (including, without limitation, Customer's payment of the applicable Support Services fees to Puppet Labs), Puppet Labs will provide Customer with the Support Services described herein for the applicable Software, exclusive of any integration issues between the Software and applicable Third Party Software. Customer shall designate the permitted number of Technical Contacts who are responsible for resolving user issues, and only such Technical Contacts may contact Puppet Labs for the provision of Support Services. Support Services do not include anything not set forth in these Support Services Terms, and specifically excludes support of any hardware or any software other than the Software, including without limitation, any integration with Third Party Software. The Support Services telephone numbers, email address and Puppet Labs Support Portal are located at <http://puppetlabs.com/services/customer-support>.

3. **Software Maintenance.** Puppet Labs will periodically, and in its sole discretion, provide Customer with Fixes to Errors and Updates to Software.

4. **Customer Obligations.** Customer and its Technical Contacts shall: (i) make reasonable efforts to resolve Customer issues or identify issues as relating to the Software prior to contacting Puppet Labs for Support Services; and (ii) provide Puppet Labs with sufficient information and resources to address the Error, and access to the personnel, hardware, and any additional software as reasonably necessary to enable Puppet Labs to reproduce, analyze and address the Error.

5. **Exclusions.** Puppet Labs is not obligated to provide Support Services when: (i) the Software has been changed, modified or damaged; (ii) the issue is caused by Customer's negligence, misuse of software or hardware, hardware malfunction or other causes other than the Software; (iii) the issue is caused by hardware, third party software or infrastructure; or (iv) the version of the Software is not a currently supported version, as determined by Puppet Labs' announced policies regarding the support of such versions.

6. **Free Public Training.** For Premium Support Services customers, during each yearly term of Premium Support Services, Puppet Labs offers up to four (4) placements per Support Services term in public classes offered by Puppet Labs at no additional cost to Customer. These free classes (i) are only offered to current Premium Support Services customers, (ii) must be given directly by Puppet Labs (and not a Puppet Labs training partner), (iii) must be taken during the current Support Services term, and (iv) expire at the end of the current Support Services term and Customer

Puppet Enterprise License

is not entitled to any compensation if the classes are not used. The four (4) class sessions may be taken by up to four individuals, but in no event will Customer receive more than four (4) individual free class sessions per Support Services term (e.g. one individual may take four class sessions or four individuals may each take one class session).

Support Services		
	Standard	Premium
Hours of Coverage	Business Hours (6AM – 6PM, Pacific Standard Time, Monday through Friday, excluding federal US holidays)	24 x 7 x 365 for Priority 1 issues. All other issues: 6AM – 6PM, Pacific Standard Time, Monday through Friday, excluding federal US holidays.
Email Support	Yes	Yes
Puppet Labs Support Portal	Yes	Yes
Phone Support	No	Yes
Support Channel	Email support, access to Puppet Labs Support Portal	Email support, phone support, access to Puppet Labs Support Portal
Number of Cases or Incidents/month	5	Unlimited
Technical Contacts	Up to 4	Unlimited
Feature Request Priority	No	Yes
Updates to the Software	Yes	Yes
Free Public Training	None	For up to 4 Engineers
Response Guidelines		
Priority 1 Error	1 Business Hour	1 Clock Hour (Initial Contact must be via Phone)
Priority 2 Error	4 Business Hours	4 Business Hours
Priority 3 Error	12 Business Hours	12 Business Hours