

## **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 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 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 pricing terms in the Agreement and these Product Terms.

### 1.2 NODES.

- (a) Customer will pay Puppet a fee 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) Customer may manage more than 10 Nodes for a specific term in exchange for a fee (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 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/puppet-enterprise-components-licenses/>.

3. THIRD PARTY SOFTWARE. The Software includes components that included under license from third parties (the "Third Party Software"). The components 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 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/puppet-enterprise-components-licenses/> 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.

Updated: May 24, 2019