

## 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.

4. INSPECTION. The Puppet Comply Console included in the Software (the “Console”) will display the status of Customer's purchased product license consumption and compliance. 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 (“Productive Use”). 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.

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. PUPPET DISCLAIMS ANY AND ALL WARRANTIES AND REPRESENTATIONS WITH RESPECT TO THE SOFTWARE (INCLUDING REPORTS, ANALYSIS OR CONTENT GENERATED BY THE SOFTWARE OR BENCHMARKS PROVIDED WITH OR WITHIN 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. SURVIVAL. The following Sections of these Product Terms survive termination of the Agreement: 2 through 7.

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