

# Puppet, Inc. –Support and Maintenance Services Terms

Effective February 1, 2022

These Support and Maintenance Services Terms describe the Support Services which current, compliant subscribers of Support Services are entitled to receive pursuant to the governing agreement between Puppet, Inc. ("**Puppet**") and Customer ("**Agreement**"). These Support Services Terms form an integral part of, and are incorporated by reference into, the Agreement. Capitalized terms used in these Support and Maintenance Services Terms without definition have the meaning as set forth in the Agreement.

## 1. Definitions.

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

"**Fix**" means the repair, removal, or replacement of code in the Puppet Product or a workaround to address or remedy an Error.

"**Priority 1 Error**" means an Error that renders the Puppet Product critically inoperative or critically degraded, and/or critically impacts the Business System, such that: (i) the Business System's production system is critically impaired 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 significantly degrades Puppet Product performance with respect to the Business System.

"**Priority 3 Error**" means an Error that affects Customer's use of the Puppet Product, but does not critically or significantly degrade the Puppet Product's performance with respect to the Business System.

"**Puppet Product**" means the eligible Puppet software or offering licensed by Puppet listed herein.

"**Technical Contact**" means a Customer employee technically familiar and competent with Customer's systems (including the Business System), infrastructure and use of the Puppet Product, 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 Puppet Product. 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

"**Update**" means subsequent releases of the Puppet Product that are generally made available by Puppet to its customers using the Puppet Product as part of Support Services at no additional charge. Updates may include updated code to accommodate changes in applicable industry standards. Updates shall not include any releases, enhancements, functionality or products which Puppet 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 the terms of these Support Services Terms (which includes the table set forth below) for the respective Puppet Product, and the other terms of the Agreement (including, without limitation, Customer's payment of the applicable Support Services fees to Puppet), Puppet will provide Customer with the Support Services described herein for the applicable Puppet Product, exclusive of any integration issues between the Puppet Product 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 for the provision of Support Services.

3. **Puppet Product Maintenance.** Puppet will periodically, and in its sole discretion, provide Customer with Fixes to Errors and Updates to Puppet Product. Support and maintenance for on-premises Puppet Products are subject to Puppet's then current support lifecycles for the respective Puppet Product.

4. **Customer Obligations.** Customer and its Technical Contacts shall: (i) make reasonable efforts to resolve Customer issues or identify issues as relating to the Puppet Product prior to contacting Puppet for Support Services; and (ii) provide Puppet 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 to reproduce, analyze and address the Error. The Puppet Support Portal is located at <https://support.puppet.com>.

5. **Support Services Exclusions.** Puppet is not obligated to provide Support Services when: (i) the Puppet Product has been changed, modified or damaged, which includes, but is not limited to, any code or workflows developed by Customer; (ii) the issue is caused by Customer's negligence, misuse of software or hardware, hardware or network malfunction, or other causes other than the Puppet Product; (iii) the issue is caused by hardware, third party software, infrastructure, or non-Puppet applications or platforms; or (iv) the version of the Puppet Product is not a currently supported version, per the support lifecycle policy for each respective Puppet Product. Support Services excludes anything not set forth in these Support Services Terms, and specifically excludes support of any hardware or any software other than the Puppet Product, including without limitation, any integration with Third Party Software or non-Puppet applications or platforms.

6. **Changes.** Puppet reserves the right to change these Support Services and Maintenance Terms at any time; provided however, that any such changes which occur during the then-current Support Services term for which Customer has paid fees to Puppet, will not materially diminish the Support Services to be provided during the remainder of such Support Services term. It is your responsibility to check these Support Services and Maintenance Terms periodically for changes. By continuing to use the Support Services, you are indicating your acceptance of such changes. However, Puppet will provide written notice to you of any significant changes to these Support Services and Maintenance Terms (including through notices posted at <https://support.puppet.com> or sent to your registered email address.

7. **Free Education Subscriptions for Puppet Enterprise Customers with Premium Support.** Puppet Enterprise Customers who purchase Premium Support will receive an annual Puppet Premium Support Education Subscription for one (1) or more named users (“**Education Subscription**”) as set forth below. Each Education Subscription includes (1) year of unlimited access to a select catalog of public training classes for (1) named user. Once assigned to a named user, Education Subscriptions are non-transferable and cannot be reassigned by a Customer to other individuals. Customers with 100-499 licenses will receive two (2) Education Subscriptions for each yearly term of Premium Support Services; Customers with 500 or more licenses will receive four (4) Education Subscriptions for each yearly term of Premium Support Services. Puppet’s public training classes may be subject to additional terms and conditions.

8. **Support Service Levels.**

	Premium	Standard
Support Hours*	24 x 7 x 365	8am-6pm for the local time zone applicable to the location listed in Customer's Agreement only. Monday - Friday for P1, P2 & P3
Response Times*	Priority 1: 1 hour Priority 2: 4 hours Priority 3: 12 hours	Priority 1: 1 business hour Priority 2: 4 business hours Priority 3: 12 business hours
Phone Support	Priority 1	-
Number of Cases Per Month	Unlimited	5
Maximum Number of Technical Contacts	Unlimited	4
Access to All Updates & Upgrades of Eligible Products	✓	✓
Access to Authenticated Knowledge Base	✓	✓
* Puppet observes holidays in the United States and in other countries around the world. For Standard support customers, (i) holiday support hours and days of local support offices may vary; and (ii) except for local holidays observed by Puppet, local support hours are Monday – Friday, from 8am – 6pm for the time zone applicable to the location listed in Customer's Agreement only. For Premium support customers, support hours during any holiday remain unchanged.		