



RUNDECK ENTERPRISE PLATINUM SUPPORT POLICY

Effective October 3, 2018

This Support Policy (“Policy”) describes the support services (“Support Services”) that Rundeck, Inc. (“Rundeck”) will provide to Customers (“Customer”) who are entitled to Rundeck Enterprise Platinum Support pursuant to the Master Agreement between Rundeck and Customer.

1. **Definitions.** Capitalized terms used in this Policy are defined as follows:
 - 1.1. **“Rundeck Enterprise Platinum Order”** means a valid purchase order submitted by Customer to Rundeck that, once accepted by Rundeck, entitles Customer to Support Services. All Rundeck Enterprise Platinum Orders must correspond to a valid Rundeck quote.
 - 1.2. **“Supported Software”** means copies of Rundeck Platinum software installed on Customer controlled computing infrastructure according to the entitlements detailed in the Master Agreement and the Customer’s Rundeck Enterprise Platinum Order.
 - 1.3. **“Documentation”** means the end user or technical documentation provided by Rundeck for use with the Supported Software. Advertising, marketing materials, mailing lists, and other forms of public communication are not “Documentation.”
 - 1.4. **“Error”** means a reproducible error or malfunction in the Supported Software that causes it not to operate in accordance with its Documentation.
 - 1.5. **“Severity”** means the problem level of each Error incident. “Severity 1” is an emergency production situation where the Supported Software is totally inoperable or fails catastrophically and there is no workaround; “Severity 2” is a detrimental situation, without workaround, where performance degrades substantially under reasonable usage causing a severe impact on use; “Severity 3” is where the Supported Software is usable but does not provide a function in the most convenient manner; and “Severity 4” is a minor problem or documentation error.
 - 1.6. **“Update”** means Error corrections, fixes, workarounds or other maintenance releases in respect of the Supported Software made generally available by Rundeck. Rundeck may decide, at Rundeck’ sole discretion, not to provide Updates to versions of the Supported Software older than the then current generally available version.
2. **Support Services.**
 - 2.1. **Scope of Support Services.** Support Services consists of consultation via telephone, email, and remote access to: (a) answer questions and provide guidance regarding the

installation, extension, and operation of Supported Software; (b) attempt to identify causes of suspected Errors in the Supported Software; (c) provide suggested procedures for working around identified Errors, when reasonably available; (d) provide example or template code, if available, for Customer's engineers to follow; (e) provide architecture and best practices advisement; (f) provide Documentation and usage clarification.

- 2.2. **Eligible Users.** Customer will designate, in writing, authorized employees eligible to receive Support Services. Email notice is acceptable. The number of authorized employees eligible to receive Support Services is stated in Customer's Rundeck Platinum Order. Customer may change Eligible Users at any time during the Support Term. If a Eligible User is changed or added, the newly authorized employee is not eligible to receive Support Services until seven (7) days after notice of the Eligible User change has been provided by Customer to Rundeck.
- 2.3. **Hours of Availability.** Support Services are available, Monday through Sunday, 24 hours per day ("Platinum Support").
- 2.4. **Service Level Agreement.** Unless otherwise agreed to in a fully-executed Rundeck Platinum Order, Rundeck will provide an initial response to Customer's support case within four (4) hours. Rundeck will make all commercially reasonable efforts to meet this Service Level Agreement. If this Service Level Agreement is not met, Rundeck may decide to compensate Customer with a complementary extension of the subscription period stated in Customer's Rundeck Enterprise Platinum Order. The decision to compensate as well as the length of the subscription extension is at Rundeck' sole discretion. No other Service Level Agreement related compensation will be provided.
- 2.5. **Language.** Support will only be provided in the English language.
- 2.6. **Versions and Time Restrictions.** Support will only be provided for versions of the Supported Software that are, at the time support is requested, less than twelve (12) months old, provided that there is a newer version of the Supported Software less than twelve (12) months old. Customer's Rundeck Enterprise Platinum Order may further limit the versions of the Supported Software for which Support Services will be provided.
- 2.7. **Support for other versions of Rundeck software, Rundeck plugins, or third party software.** Customer is only entitled to Support Services for Supported Software. Versions of Rundeck or Rundeck plugins not explicitly designated by Rundeck to be part of Rundeck Platinum are ineligible for Support Services. At Rundeck' sole discretion, usage recommendations or general advisement may be provided for software other than Supported Software. No Support Services will be provided for third party software.

- 2.8. Additional Charge Services.** Support does not include on-site services, the installation of any software patches or updates, data recovery, error correction, writing automation code, scripting, software customization, formal training sessions, or any services other than those specifically described in Section 2.1. Subject to availability, Customers may separately purchase such services from Rundeck at Rundeck's then-current terms and prices.
- 2.9. Access.** Upon request and without charge, Customer will provide Rundeck with reasonable access to the Supported Software as requested by Rundeck for diagnostic and support purposes, including remote access when available. Customer may choose not to provide Rundeck with access to the Supported Software, however in doing so Customer acknowledges that limiting or restricting access to the Supported Software may prevent or limit Rundeck' from providing Support Services in a timely and commercially satisfactory manner.
- 2.10. Exclusions.** Rundeck may decline to provide support in any incident where: (a) Customer has not installed the most recent Update for the Supported Software as made available to Customer by Rundeck; or (b) Supported Software has been used outside the scope of its license or not in accordance with its Documentation; or (c) Customer has substantially modified the Supported Software.
- 2.11. Other Restrictions.** Customer may only use Support Services for its own internal use and may not make Support Services provided by Rundeck available for the use or benefit of any other party.
- 3. Term.** Support Services are provided for a renewable one (1) year term.
- 4. Fees.** All Support Services are conditioned upon Customer's timely payment of the applicable support fees at the outset of each annual support term, or upon a mutually agreeable payment schedule detailed Customer's Rundeck Enterprise Platinum Order. Rundeck may suspend or terminate Services if timely payment is not received.
- 5. Reinstatement.** If Customer discontinues Support Services and later desires to reinstate Support Services during the same annual term, Customer will be required, as a condition to receiving services, to pay all prior support fees that would have otherwise been due and owing if Customer had continued to receive Services from Rundeck for the Supported Software on an uninterrupted basis.
- 6. No Warranty.** SERVICES ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND. RUNDECK HEREBY DISCLAIMS ALL WARRANTIES WHETHER EXPRESS, IMPLIED OR STATUTORY WITH RESPECT TO THE SUPPORT AND MAINTENANCE SERVICES, AND ANY OTHER PRODUCTS OR SERVICES PROVIDED TO CUSTOMER UNDER THIS AGREEMENT, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT OR QUIET ENJOYMENT, AND ANY WARRANTIES ARISING FROM USAGE OF TRADE, COURSE OF DEALING OR COURSE OF PERFORMANCE.

7. **Privacy and Confidentiality of Customer Provided Information.** Rundeck will keep confidential all information disclosed to Rundeck by Customer during the course of Customer's utilization of the Support Services. If Rundeck is compelled by a court order or operation of law to disclose information provided to Rundeck by Customer, Rundeck will, to the extent allowed by law, disclose to Customer any request for such information and afford Customer a reasonable opportunity to object or limit such disclosure. Rundeck may maintain notes and data on Customer activity and keep copies of Customer communication for Rundeck internal use only. If requested, Rundeck will take all reasonable steps to remove information provided by Customer during the course of Support Services from Rundeck systems. IT IS CUSTOMER'S SOLE RESPONSIBILITY TO NOT SEND OR OTHERWISE DISCLOSE TO RUNDECK ANY PASSWORDS, DATA OF CUSTOMER'S CUSTOMERS, TRADE SECRETS, CLASSIFIED INFORMATION, OR ANY OTHER INFORMATION OF A SENSITIVE OR RESTRICTED NATURE.
8. **Amendments.** Rundeck may amend this Policy at any time by giving Customer at least thirty (30) days notice.

If you have any questions about the terms and conditions of Rundeck Support Services, please contact us at: support@rundeck.com.

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