Rundeck Installation and Configuration Accelerator Support Add-On Policy

Effective May 18, 2020

This support policy ("Policy") describes the Rundeck Installation and Configuration Accelerator Support Add-On Services (the "Installation and Configuration Accelerator Services") that Rundeck will provide to Customers who are active subscribers to Supported Software, and who have purchased Installation and Configuration Accelerator Services.

These Installation and Configuration Accelerator Services are subject to the Rundeck General Terms and Conditions of Contract (the "Rundeck General Terms"). In the event of a conflict between this Policy and the Rundeck General Terms, the latter shall be controlling.

Installation and Configuration Accelerator Services are an additional level of support consisting of custom training and advisement designed to help Customers speed the implementation of and maximize the usage of the Supported Software.

- 1. Scope of Installation and Configuration Accelerator Services. During the term of the Installation and Configuration Accelerator Services, Customer may request that Rundeck perform planning, advisement, technical review, and troubleshooting sessions via web conference, telephone, or email on the following topics as related to the installation and configuration of the Supported Software.
 - a. Capacity planning, infrastructure requirements, performance needs, service dependencies
 - b. Database and log storage selection and configuration
 - c. Cluster policy design and load balancer configuration (if Customer has purchased a clustered configuration of Rundeck Enterprise)
 - d. Installation, backup, service control, and other administrative procedures
 - e. Authentication and authorization design and configuration
 - f. Project setup, node setup, versioning, user onboarding, and other topics related to the initial setup and ongoing administration of the Supported Software.
- 2. Assigned Support Manager During the term of the Installation and Configuration Accelerator Services, Customer will be assigned a Rundeck Support Manager, who will be the primary provider of the Installation and Configuration Accelerator Services (the "Support Manager"). The assigned Support Manager will also coordinate other Rundeck engineers to assist Customer during the Installation and Configuration Accelerator Services Term.
- **3. Installation and Configuration Accelerator Services Term.** The Term for the Installation and Configuration Accelerator Services begins on the Effective Date of the

Order Form and continues for a period of ninety (90) days (the "Installation and Configuration Accelerator Services Term").

- 4. Expiration of Right to Services. All Installation and Configuration Accelerator Services must be consumed during the Installation and Configuration Accelerator Services Term. Customer has no right to Installation and Configuration Accelerator Services outside of the Installation and Configuration Accelerator Services Term. No refunds will be provided for unused Installation and Configuration Accelerator Services.
- 5. Scheduling and Hours of Availability. All Installation and Configuration Accelerator Services are delivered remotely unless otherwise agreed to in an Ordering Document. There will be an additional charge for any Installation and Configuration Accelerator Services delivered on premises. Customer and Rundeck will cooperate to find mutually agreeable times and dates for the requested Installation and Configuration Accelerator Services. Remotely delivered Installation and Configuration Accelerator Services are available Monday through Friday, excluding holidays, from 6:00 am to 6:00 pm Pacific Time (the "Installation and Configuration Accelerator Services Hours"). Installation and Configuration Accelerator Services outside of the Installation and Configuration Accelerator Services Hours may be available at Rundeck's sole discretion.
- 6. No direct access to Customer network or computing infrastructure. Under no circumstances will Rundeck request or be provided direct login access to Customer's computing infrastructure or network under the terms of this Policy. Remote screen sharing is permitted, provided that authorized Customer personnel initiate and remain in control of the screen sharing tool at all times.
- 7. No access to Customer's customer data or intellectual property. Under no circumstances will Rundeck request or be provided access to Customer's customer data, intellectual property, source code, Confidential Information or any other business sensitive information. It is Customer's responsibility to ensure that no Customer personnel, including the designated support contact, provide Rundeck with any such information or access.
- 8. Other Restrictions. Customer may only use Installation and Configuration Accelerator Services for Customer's internal use and may not make any part of the Installation and Configuration Accelerator Services available for the use or benefit of any other party. Installation and Configuration Accelerator Services are the Confidential Information of Rundeck.
- **9.** No Warranty. The Installation and Configuration Accelerator Services are provided "as is" and Rundeck disclaims all representations or warranties, express, implied or statutory, regarding the Installation and Configuration Accelerator Services or other materials or services supplied by Rundeck or its resellers, including any warranties of merchantability, fitness for a particular purpose, title and non-infringement of third party rights or any warranties arising from usage of trade, course of dealing or course of performance.
- **10. Confidentiality**. Each Party's obligations regarding the protection of Confidential Information is stated in the Rundeck General Terms. Rundeck may maintain notes and data about Customer's environment, how Customer is using the Supported Software, and keep copies of Customer communications for Rundeck internal use only. If requested, Rundeck will use reasonable efforts to remove Customer Confidential Information from Rundeck systems. IT IS CUSTOMER'S SOLE RESPONSIBILITY TO

NOT PROVIDE, 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.

11. Amendments. Rundeck may amend this Policy at any time by giving Customer at least thirty (30) days' advance notice. If Customer is within an active Installation and Configuration Accelerator Services Term, the then- current Policy will apply through the end of that Installation and Configuration Accelerator Services Term.

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

* * *