

Rundeck Training Support Add-On Policy

Effective May 18, 2020

This support policy (“Policy”) describes the Rundeck Training Support Add-On Services (“Training Services” or “Services”) that Rundeck will provide to Customers who are active subscribers to Supported Software and who have purchased Training Services.

These Training 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.

Training Services are an additional level of support designed to help Customers speed the implementation of and maximize the use of the Supported Software.

- 1. Scope of Training Services.** Training Services enables one or more Customer attendees to participate in a private group training course during the Training Services Term. Each training course is nine (9) hours long. Customer may select the content for the training course from Rundeck’s current training curriculum. All attendees for a specified course will be consolidated into a single private group training schedule. Each attendee will receive a copy of the materials used during the training for their personal use only. Additional Customer-specific details shall be agreed to in an Ordering Document.
- 2. Training Services Term.** The term for Training Services begins on the Effective Date of the Ordering Document and continues for ninety (90) days (the “Training Term”).
- 3. Expiration of Right to Services.** All Training Services must be consumed during the Training Term. If Customer and Rundeck are unable to schedule Training Services during the Training Term due to Rundeck trainer unavailability, Rundeck will provide Customer with Training Services at the first mutually agreed to date, so long as Customer initiates the scheduling within the Training Term. Otherwise, Customer has no right to Training Services outside of the Training Term. No refunds will be provided for unused Training Services.
- 4. Scheduling and Hours of Availability.** All Training Services are delivered remotely unless otherwise agreed to in an Ordering Document. There will be an additional charge for any Training Services delivered on premises. Customer and Rundeck will cooperate to find mutually agreeable times and dates for the Training Services. Remotely delivered Training Services are available Monday through Friday, excluding holidays, from 6:00 am to 6:00 pm Pacific Time (the “Training Services Hours”). Training Services outside of the Training Services Hours may be available at Rundeck’s sole discretion.
- 5. No obligation to repeat training sessions.** If individual attendees fail to attend a scheduled group session (and the group session has not been rescheduled for the entire group with advance notice), Rundeck is under no obligation to repeat that session for those attendees.

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 the Training Services for Customer's internal use and may not make any part of the Training Services available for the use or benefit of any other party. Training Services are the Confidential Information of Rundeck.
9. **No Warranty.** The Training Services are provided "as is" and Rundeck disclaims all representations or warranties, express, implied or statutory, regarding the Training 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 the Customer's environment, how the 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 provided by Customer during the course of Support Services 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 Training Term, the then-current Policy will apply through the end of that Training Term.

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

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