

# Rundeck Use Case Accelerator Support Add-On Policy

Effective May 18, 2020

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

The Use Case 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.

Use Case Accelerator Services are an additional level of support consisting of best-practices based advisement designed to help Customers maximize usage of the Supported Software.

- 1. Use Case Definition.** For the purposes of these Use Case Accelerator Services, a Use Case (“Use Case”) shall mean a specific process or workflow that spans one or more Customer technologies, has a specific set of inputs, achieves a specific outcome, and which Customer desires to automate with one or more Rundeck Jobs. A “Rundeck Job” means an automated workflow that a User defines and executes through Rundeck.
- 2. Scope of Use Case Accelerator Services.** During the term of the Use Case Accelerator Services and subject to the number of Use Cases purchased, Customer may request that Rundeck perform advisement sessions via web conference, telephone, or email on the following topics per Use Case:
  - a. Problem analysis
  - b. Solution design
  - c. Rundeck project and node configuration advisement
  - d. Access Control configuration advisement
  - e. Rundeck Job technical design
  - f. Rundeck Job technical implementation review
  - g. Integration design and troubleshooting
  - h. Strategy for ongoing Rundeck Project, Rundeck Job, Node, and Access Control Policy management.
- 3. Assigned Support Manager** – During the term of the Use Case Accelerator Services, Customer will be assigned a Rundeck Support Manager, who will be the primary provider of the Use Case Accelerator Services (the “Support Manager”). The Support Manager will also coordinate other Rundeck specialists to assist Customer during the Use Case Accelerator Services Term.

- 4. Use Case Accelerator Services Term.** The Term for the Use Case Accelerator Services begins on the Effective Date of the Order Form and continues for a period of ninety (90) days (the "Use Case Accelerator Services Term").
- 5. Expiration of Right to Services.** All Use Case Accelerator Services must be consumed during the Use Case Accelerator Services Term. Customer has no right to Use Case Accelerator Services outside of the Use Case Accelerator Services Term. No refunds will be provided for unused Use Case Accelerator Services.
- 6. Scheduling and Hours of Availability.** All Use Case Accelerator Services are delivered remotely unless otherwise agreed to in an Ordering Document. There will be an additional charge for any Use Case Accelerator Services delivered on premises. Customer and Rundeck will cooperate to find mutually agreeable times and dates for the requested Use Case Accelerator Services. Remotely delivered Use Case Accelerator Services are available Monday through Friday, excluding holidays, from 6:00 am to 6:00 pm Pacific Time (the "Use Case Accelerator Services Hours"). Use Case Accelerator Services outside of the Use Case Accelerator Services Hours may be available at Rundeck's sole discretion.
- 7. 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.
- 8. 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.
- 9. Other Restrictions.** Customer may only use the Use Case Accelerator Services for Customer's internal use and may not make any part of the Use Case Accelerator Services available for the use or benefit of any other party. Use Case Accelerator Services are the Confidential Information of Rundeck.
- 10. No Warranty.** The Use Case Accelerator Services are provided "as is" and Rundeck disclaims all representations or warranties, express, implied or statutory, regarding the Use Case 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.
- 11. 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.

**12. 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 Use Case Accelerator Services Term, the then-current Policy will apply through the end of that Use Case Accelerator Services Term.

If you have any questions about the terms and conditions of the Use Case Accelerator Services, please contact us at: [support@rundeck.com](mailto:support@rundeck.com).

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