# Gruntwork Terms of Service

These Terms and Conditions (“Terms”) govern access to and use of the Gruntwork (“Gruntwork,” “we” or “us”) products, services and other deliverables (collectively, the “Services”) by individuals or entities who purchase the Services and their Authorized Users (collectively, “Customers”). By using any Services, you as a Customer accept these Terms and the Privacy Policy located at [https://gruntwork.io/privacy-policy/](/privacy-policy/) (whether on behalf of yourself or a legal entity you represent). Customers may be referred to in these Terms as “you” and “your” as applicable. You and Gruntwork may be individually referred to in these Terms as a “Party” and collectively as the “Parties.”

If you are a Customer and you or your organization is bound by a Master Services Agreement with Gruntwork (“MSA”), then these Terms will apply, if at all, only to the use of the Services to the extent such use is not already governed by such an MSA.

BY ACCESSING, USING, OR COPYING ANY MATERIALS FROM THE SERVICES, YOU AGREE TO FOLLOW AND BE BOUND BY THESE TERMS. IF YOU DO NOT AGREE TO THESE TERMS, YOU ARE NOT AUTHORIZED AND MUST CEASE USING THE SERVICES IMMEDIATELY.

## General Terms

### 1. Updates to these Terms

**1.1. Revisions.** We may revise these Terms or any additional terms and conditions which are relevant to a particular Service from time-to-time. We will post the revised terms to our website (currently [https://gruntwork.io/terms](/terms/)) (the “Website”) with a “last updated” date, and we will attempt to notify you of any material updates to these Terms via email or through the Services. IF YOU CONTINUE TO USE THE SERVICES AFTER THE REVISIONS TAKE EFFECT, YOU AGREE TO BE BOUND BY THE REVISED TERMS. You agree that we shall not be liable to you or to any third party for any modification of the Terms.

**1.2. Notifying You of Updates.** You agree to receive electronically all communications, agreements, and notices that we provide in connection with any Services (“Communications”), including by email, by posting them to our website, or through any Services. You agree that all Communications that we provide to you electronically satisfy any legal requirement that such Communications be in writing and you agree to keep your Account contact information current.

### 2. Authorized Users

**2.1. Definition.** An “Authorized User” shall mean your employee or contractor who is granted per-user access rights to the Services, and shall include accounts with such access rights used primarily for performing automated tasks (commonly called “machine users”). You are entitled to up to the maximum number of Authorized Users specified at the time of purchase. Every individual that accesses the Services during the term of this Agreement must be an Authorized User.

**2.2. Adding/Removing Users.** If you wish to increase the maximum number of Authorized Users, you must purchase licenses for the additional Authorized Users from Gruntwork at the price as specified in [section 4.1](#4-1-pricing). Authorized Users may be added and removed by contacting Gruntwork at [support@gruntwork.io](mailto:support@gruntwork.io) or via a web interface specified by Gruntwork in the future. When an Authorized User ends his or her employment or contractual relationship with you, you agree to remove the Authorized User within 10 business days.

### 3. Additional Terms for the Services

If you use the Gruntwork Subscription, you also agree to the [Gruntwork Subscription Terms](#gruntwork-subscription).

If you use the Support Tiers, you also agree to the [Support Terms](#support).

If you use the Reference Architecture, you also agree to the [Reference Architecture Terms](#reference-architecture).

If you use Gruntwork Houston, you also agree to the [Gruntwork Houston Terms](#gruntwork-houston).

### 4. Compensation and Invoicing

**4.1. Pricing.** In consideration for the Services, you will pay Gruntwork as provided in the applicable terms for the specific Services you have chosen to subscribe to. The price you pay for specific Services will be the prices as published on our Website at the time you first register for the Services, which will remain your prices throughout the term of this Agreement (including any renewal periods). Gruntwork is free to change the pricing of the Services at any time during the term of this Agreement, but the new pricing shall only apply to you for any renewal period if you notify Gruntwork before the beginning of such renewal period of your request for the new pricing.

**4.2. Incidental Expenses.** If performing the Services involves incidental expenses, you will only be responsible for such incidental expenses if you previously approved the expenses in writing (email is sufficient).

**4.3. Billing for Subscription Services.** Unless the terms for a specific subscription-based Service expressly provides otherwise for that particular Service, when you first sign up for the Services, Gruntwork will automatically charge you a $500 initial deposit, and Gruntwork will review your order for Services and approve or reject your order. Once Gruntwork has approved your order, on the approval date, Gruntwork will automatically charge you the subscription fees owed for the upcoming month of Services, and then will charge you the subscription fees owed for each subsequent month on the earlier of (a) the same day of each subsequent month or (b) the last day of such subsequent month. This payment shall be made by credit card. Alternatively, upon your request and Gruntwork's acceptance, Gruntwork will invoice you in advance for 1 year of service, and you will make payment on such invoice via check, ACH or wire transfer within 15 days of your receipt of the invoice.

**4.4. Billing for Non-Subscription Services.** For any payments you owe other than monthly subscription fees, including approved incidental expenses, Gruntwork will charge your credit card, unless the payment is for more than $5,000, in which case we will invoice you, and you will make payment on such invoice via check, ACH or wire transfer within 15 days of your receipt of the invoice.

**4.5. Late Payments.** Late payments will be subject to a 1.5% fee per month, or the highest amount permitted by law, whichever is lower. You will pay for all costs incurred in the collection of past-due amounts owed to Gruntwork, including any legal fees.

### 5. Term and Termination

**5.1. Master Terms.** These Terms apply to you so long as you use any of the Services, and will continue until terminated pursuant to this section 5. Notwithstanding the foregoing, the termination of these Terms does not result in the termination of the terms of service applicable to specific Services. Each of the terms of service applicable to specific Services is subject to its own term as set forth in those terms of service, and these Terms shall continue to apply for specific Services until the terms of service for those specific Services terminates.

**5.2. Termination for Convenience.** Either Gruntwork or you may terminate these Terms at any time by giving 30 days’ written notice to the other of such termination.

**5.3. Termination for Breach.** Either Gruntwork or you may also terminate these Terms at any time upon the material breach of these Terms by the other Party with at least 14 days' prior written notice to the other Party, provided that the material breach has not been cured prior to the end of the notice period. Any such termination must clearly identify these Terms.

**5.4. Upon Termination** In the event of termination of these Terms by Client, Gruntwork will be due full compensation for all Services performed through the termination date (including approved expenses) within 15 days of the termination date. You and Gruntwork each reserve all rights, including all intellectual property rights or other rights as set out in [section 6](#6-intellectual-property-rights) below, under these Terms in the event of any such termination.

### 6. Intellectual Property Rights

**6.1. Customer License.** Subject to the terms of service of the applicable specific Services you have subscribed to, and provided that you pay Gruntwork all amounts owed pursuant to these Terms and such other terms of service and that you are not in breach of any provision of these Terms or such other terms of service, Gruntwork hereby grants to you a royalty-free, worldwide, non-exclusive, non-transferable (other than as specifically set forth in [section 15](#15-assignment) below), non-sublicensable license for your Authorized Users to use, install, test, execute, perform, and copy the Services exclusively for your business use, and to create derivative works or otherwise modify the Services (including source code of the Services) purely for your own purposes (the “License”).

**6.2. License is Private to Customer.** Gruntwork does not grant you a license, and you acknowledge that you are not permitted to sell, distribute, or publish in any way (under an open source license or otherwise) to any other party without express written permission from Gruntwork, any portion of the Services (including any source code of the Services) or any derivative or modification of the Services created by you, even if Gruntwork otherwise publishes or redistributes (under an open source license or otherwise) the Services or any portion thereof.

**6.3. Limited Rights Transfer.** Gruntwork does not transfer any rights to any portion of the Services to you or any third party, and delivery of any Services to you shall not constitute any transfer of rights, except as set forth in this section 6. Gruntwork retains all rights unless enumerated otherwise herein.

**6.4. Gruntwork Retains Ownership.** Gruntwork retains all rights to all works (including source code, object code, user interfaces, documentation, or other works), algorithms, data, inventions, discoveries, ideas, designs, trade secrets, tangible or intangible, embodied in the Services or created or reduced to practice in performance of the Services, including without limitation all copyrights, patent rights, trade secret rights, trademark rights, moral rights, and other intellectual property rights to and in the Services in the United States and all other countries, including the right to pursue patents, utility models, or industrial design applications in the United States and all other countries. No portion of the Services is developed as a “work-made-for-hire”, as defined by the Copyright Law of the United States, for you, and such Services shall be exclusively owned by Gruntwork.

**6.5. Use with Other Customers.** Gruntwork reserves the right to use the Services or any portion thereof for any and all purposes. Gruntwork intends and reserves the right, and you hereby acknowledge Gruntwork’s intent and right, to incorporate the Services or any portion thereof into projects for customers other than you, and, without limitation, to license the Services or any portion thereof to other customers of Gruntwork and to other third parties.

**6.6. Customer Contributions to Gruntwork.** Nothing in these Terms requires you to contribute to the Services; however, if you choose to contribute any intellectual property via a submission to a Gruntwork source code repository (for example, via a GitHub pull request), Gruntwork will own such contribution (“Gruntwork-Owned Contribution”). You warrant that Gruntwork-Owned Contributions do not include any of your Confidential Information (as defined in [section 7](#7-confidentiality)), and you hereby assign to Gruntwork all rights in the Gruntwork-Owned Contribution, including without limitation all copyrights, patent rights, trade secret rights, trademark rights, moral rights, and other intellectual property rights to and in the Services in the United States and all other countries, including the right to pursue patents, utility models, or industrial design applications in the United States and all other countries, and will do everything reasonably possible (when requested by Gruntwork, and at Gruntwork’s expense) to carry out in good faith the intent of this clause. Nothing in these Terms requires you to provide access to Gruntwork to your source code repository, unless otherwise expressly required under the terms of service of a specific Service that you have utilized.

**6.7. Private Customer Intellectual Property.** If you create intellectual property and do not contribute it to a Gruntwork source code repository (for example, if you only contribute intellectual property to your own source code repository or to your private fork of a Gruntwork source code repository), you will continue to own such intellectual property (“Customer Intellectual Property”). Gruntwork shall have no ownership or other rights in Customer Intellectual Property.

**6.8. Gruntwork Use of Open Source Software.** You acknowledge that Gruntwork may from time-to-time utilize third-party software, such as publicly-distributed software (e.g., third-party software commonly known as “free software” or “open source software” subject to one or more third-party license agreements), or other third-party documentation and information in generating the Services or otherwise providing products or services to you under these Terms. Gruntwork may incorporate such third-party software into the Services or make use of such third-party software in the Services. If the third-party software uses a GPL, LGPL, or MPL license, Gruntwork will ensure the use of that third-party software in the Services does not trigger GPL, LGPL, or MPL obligations commonly referred to as “viral” obligations.

**6.9. Your Use of Open Source Software.** You also acknowledge that, under the terms of the License granted herein, you agree not to distribute the Services or any derivative of the Services in any way and, as such, acknowledges and agrees that you will not “convey” any Services or derivative of the Services in a manner that would trigger GPL and LGPL obligations commonly referred to as “viral” obligations. In the event that you produce any derivative work from any portion of the Services, or otherwise modify the Services, you shall be solely responsible for ensuring that such derivatives or modifications comply with the terms of the licenses to any third-party software incorporated into the Services.

### 7. Confidentiality

**7.1 Mutual Non-Disclosure.** You and Gruntwork acknowledge that during the course of Gruntwork performing the Services, each Party may disclose information that is confidential and proprietary to such Party, its vendors or its customers (“Confidential Information”) to the other Party to facilitate work under these Terms. You and Gruntwork agree that each of you will hold the other Party’s Confidential Information in confidence. You and Gruntwork agree that each of you will only use the other Party’s Confidential Information as expressly authorized by these Terms, and in the preparation of the Services or in integrating the Services with your other products, and will not disclose the Confidential Information to any third party without the written permission of the Party disclosing the Confidential Information.

**7.2 Protection of Confidential Information.** Each Party will protect Confidential Information disclosed to it by taking reasonable precautions to avoid disclosure which are at least as restrictive as the precautions it uses to protect its own proprietary information, but in no event less than reasonable care, and will limit access to the disclosing Party’s Confidential Information to those of its employees or agents who are bound by confidentiality obligations at least as restrictive as those contained herein. The foregoing are collectively referred to herein as the “Obligations of Confidentiality.”

**7.3. Definition of Confidential Information.** The Obligations of Confidentiality shall apply regardless of the form the Confidential Information takes. To be treated as Confidential Information under this section, written information must be marked as “Confidential Information” in writing at the time of its transmittal. Confidential Information disclosed orally or in any form other than a document must be identified as proprietary at the time of disclosure and then described in a writing, suitably marked as “Confidential Information”, provided to the receiving Party within 30 days of the disclosure. Confidential information will not include information that:

1. was already known to the Party to which it is disclosed before its disclosure under these Terms;
2. is or becomes publicly known without breach of these Terms;
3. is developed by a receiving Party independently without reference to the relevant confidential information of the disclosing Party;
4. is obtained from third parties, which have no obligations to keep confidential to the Parties to these Terms.

**7.4. Mandatory Disclosure.** The Parties may disclose Confidential Information to comply with applicable law or in response to a valid order of requirement by a court or other governmental body, provided that the receiving Party gives the disclosing Party prior written notice of such disclosure in order to permit the disclosing Party to seek an appropriate protective order.

**7.5. Survival of Obligations Upon Termination.** The Obligation of Confidentiality will survive termination of these Terms for three years.

**7.6. Included in Gruntwork Confidential Information.** You agree that the Services and all portions thereof is Confidential Information of Gruntwork unless or until publicly disclosed or publicly distributed by Gruntwork.

### 8. Limited Liability

Gruntwork's total liability to you under these Terms, and all other terms of service for specific Services, for damages, costs, and expenses will not exceed the compensation received by Gruntwork under these Terms for the 12-month period prior to any claim. Gruntwork will not be liable for your lost profits or special, incidental, or consequential damages, whether in an action in contract or tort, even if you have been advised by Gruntwork of the possibility of such damages. You and Gruntwork agree to this limitation even if the remedy for any breach of this contract fails of its essential purpose.

### 9. Indemnifications

**9.1. Indemnification by You.** You will defend, indemnify, and hold harmless Gruntwork and its members, employees, and agents from and against any third party liability, claims, demands, damages, judgments, losses and expenses of any nature, including legal expenses and attorney’s fees, arising out of any theory of liability (including tort, warranty, or strict liability) or out of damage to any property, related in any way to your use of the Services or exercise of the rights granted under these Terms except to the extent the claim is subject to Gruntwork’s indemnification obligation set forth in [section 9.2](#9-2-indemnification-by-gruntwork).

**9.2. Indemnification by Gruntwork.** Gruntwork will defend, indemnify, and hold harmless you and your members, employees, and agents from and against any third party liability, claims, demands, damages, judgments, losses and expenses of any nature, including legal expenses and attorney’s fees, arising out of any theory of liability (including tort, warranty, or strict liability) or out of damage to any property, due to any third party claim alleging that the Services, as delivered, infringes, misappropriates or violates any third party U.S. copyrights, trademarks or patent rights.

### 10. Representations and Warranties

**10.1. Representations and Warranties by You.** You hereby represent and warrant to Gruntwork as follows: (1) you have the authority to enter into these Terms and to bind the entity you have listed (if any) on the registration form for the Services to these Terms, and that these Terms constitute your and its legal, valid, binding and enforceable agreement; and (2) execution and performance of these Terms (i) does not breach any agreement of yours or the entity’s with any third party, or any duty arising in law or equity, (ii) does not violate any law, rule or regulation applicable to you or the entity and (iii) are within your and its powers.

**10.2. Representations and Warranties by Gruntwork.** Gruntwork hereby represents and warrants to you as follows: (1) Gruntwork has the authority to enter into these Terms, and that these Terms constitute its legal, valid, binding and enforceable agreement; (2) the Services shall be performed in accordance with industry standards and the Services shall be of good quality and free from material defects in workmanship and materials; and (3) execution and performance of these Terms (i) do not breach any agreement of Gruntwork with any third party, or any duty arising in law or equity, (ii) do not violate any law, rule or regulation applicable to it and (iii) are within its powers.

**10.3. Limitations.** EXCEPT FOR THE LIMITED WARRANTIES SET FORTH IN [SECTION 10.2](#10-2-representations-and-warranties-by-gruntwork), GRUNTWORK DISCLAIMS ALL WARRANTIES WHATSOEVER WITH RESPECT TO THE SERVICES, EITHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, BUT NOT LIMITED TO, ALL IMPLIED WARRANTIES OF MERCHANTABILITY, QUALITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT AND WARRANTIES ARISING FROM A COURSE OF DEALING, USAGE OR TRADE PRACTICE. WITHOUT LIMITATION TO THE FOREGOING, GRUNTWORK PROVIDES NO WARRANTY OR UNDERTAKING, AND MAKES NO REPRESENTATION OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, THAT THE SERVICES WILL MEET YOUR REQUIREMENTS, MEET ANY PERFORMANCE OR RELIABILITY STANDARDS, OR BE ERROR FREE.

### 11. Independent Contractor

You and Gruntwork are independent parties and nothing in these Terms will constitute either Party or their employees as the employer, principal, or partner of or joint venture with the other Party. Neither you nor Gruntwork has any authority to assume or create any obligation or liability, either express or implied, on behalf of the other.

### 12. Use of Services to Compete

You warrant that you are not in the business of offering, designing, selling, or otherwise distributing reusable infrastructure modules to software companies, and further agree that you will not offer, design, sell, or otherwise distribute reusable infrastructure modules to software companies located in any jurisdiction, so long as Gruntwork is in the business of offering, designing, selling, or otherwise distributing reusable infrastructure modules to software companies. In the event that Gruntwork, at its sole discretion and in good faith, determines that you are competing with Gruntwork in violation of this clause, Gruntwork may, as its sole remedy, terminate these Terms and any and all terms of service for any specific Services upon notice to you, and you shall immediately cease use of all Gruntwork intellectual property upon such termination.

### 13. Force Majeure

No failure or omission by either Party in the performance of any obligation of these Terms will be deemed a breach of these Terms or create any liability if the same will arise from any cause or causes beyond the control of such Party, including, but not limited to, the following: acts of god; acts or omissions of any government; any rules, regulations or orders issued by any governmental authority or by any officer, department, agency or instrumentality thereof; fire; storm; flood; earthquake; accident; war; rebellion; insurrection; riot; and invasion; provided that such Party provides notice to the other Party of such an event and such failure or omission resulting from one of the above causes is cured as soon as is practicable.

### 14. Notices

Any notice or other communication pursuant to these Terms will be in writing and use one of the following types of delivery, each of which is a writing for purposes of these Terms: personal delivery, mail (registered or certified mail, postage prepaid, return-receipt requested), nationally recognized overnight courier (fees prepaid), or email. Gruntwork shall address notices to you to the mailing address and email address you list in your registration form when you sign up for the Services. You shall address notices to Gruntwork to: 221 E Indianola Ave, Phoenix, AZ 85012, and via email to legal@gruntwork.io.

### 15. Assignment

Neither Party will assign, subcontract, delegate, or otherwise transfer these Terms, or its rights and obligations herein, without obtaining the prior written consent of the other Party, and any attempted assignment, subcontract, delegation, or transfer in violation of the foregoing will be null and void; provided, however, that either Party may assign these Terms in connection with a merger, acquisition, reorganization or sale of all or substantially all of its assets, or other operation of law, without the consent of the other Party. The terms of these Terms will be binding upon the Parties and their respective successors and permitted assigns.

### 16. Governing Law and Dispute Resolution

These Terms will be governed by and construed in accordance with the laws of the state of Delaware. The Parties agree that any disputes related to these Terms not otherwise resolved as set forth in this section 16 will be brought and maintained exclusively in the federal and state courts of the State of Delaware. If any controversy, claim or dispute arises out of or relating to these Terms, including the breach or interpretation of these Terms or the terms of service for any specific Services (collectively, a “Dispute”), each Party shall designate an executive who is authorized to investigate, negotiate and settle the Dispute. The executives shall exercise good faith efforts to settle the Dispute. If the executives do not resolve the Dispute within 30 days (or an extended period if they so agree) of the initial notice of the Dispute from one Party to the other, then the Parties may pursue the Dispute in courts in accordance with this section. No court or other action pertaining to a Dispute shall be pursued unless this dispute resolution procedure has been exhausted. Nonetheless, either Party at any time may pursue equitable relief before any court of competent jurisdiction in order to protect its intellectual property rights or Confidential Information.

### 17. Miscellaneous

These Terms and any and all terms of service of the specific Services you register for or otherwise utilize constitute the entire understanding and agreement of the Parties, and supersedes all prior written or oral agreements with respect to the subject matter of these Terms; provided, however, that if you or your organization is bound by an MSA, then these Terms will apply, if at all, only to the use of the Services to the extent such use is not already governed by the MSA. The failure to exercise any right provided in these Terms by a Party will not be a waiver of prior or subsequent rights by such Party. If any provision of these Terms is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and the Parties will, in good faith, attempt to modify the invalid provision so it becomes a valid provision.

## Gruntwork Subscription Terms

This attachment was last updated on May 8, 2019. Unless otherwise defined in these Gruntwork Subscription Terms, capitalized terms will have the meaning given to them in the Terms.

### 1. Term and Termination

**1.1. Auto-Renewing Terms of 12 Months.** Your use of the Gruntwork Subscription, and these Gruntwork Subscription Terms, will continue in force for 12 months beginning on the date you submit your registration for the Gruntwork Subscription (the “Minimum Term”). Thereafter, your use of the Gruntwork Subscription, and these Gruntwork Subscription Terms, will renew automatically for additional 12-month periods (each, a “Renewal Term”).

**1.2. Termination for Convenience.** Your use of the Gruntwork Subscription, and these Gruntwork Subscription Terms, may be terminated by either Gruntwork or you on provision of at least 15 days’ written notice to the other Party that clearly identifies the Gruntwork Subscription.

**1.3. Termination by You.** If you terminate your use of the Gruntwork Subscription, any outstanding balances due to Gruntwork for the remainder of the Minimum Term or the applicable Renewal Term, whichever is current at the time of termination, shall be due in full. For example, if you terminate your use of the Gruntwork Subscription 3 months into a 12-month Minimum Term and you have paid the subscription fee for the 3 months, you shall immediately owe Gruntwork an amount equal to the subscription fee for 9 months, for the remainder of the Minimum Term. Gruntwork may immediately collect the entire balance due.

**1.4. Continuation of Subscription Plan Services.** Following your termination of your use of the Gruntwork Subscription, Gruntwork shall continue to provide the services outlined in [section 3](#3-included-features) below for the remainder of the then-current Minimum Term or applicable Renewal Term (the “Termination Period”). After the Termination Period, you shall no longer be billed under these Gruntwork Subscription Terms, and Gruntwork shall immediately revoke your access to the Gruntwork Subscription. Gruntwork recommends that, prior to the end of the Termination Period, you fork any Gruntwork source code repositories and update your infrastructure code to remove all references to any private Gruntwork source code repositories.

**1.5. Post-Termination Rights.** Upon termination of the Gruntwork Subscription, or later expiration of the Termination Period if applicable, you shall immediately cease use of all Gruntwork intellectual property; provided, however, that so long as you have fully paid all fees owed under these Gruntwork Subscription Terms, the License shall remain in effect for all of your forks of the Gruntwork source code repositories. Upon termination of the Gruntwork Subscription, or later expiration of the Termination Period if applicable, you shall not receive any Updates (as defined in [section 3.1](#3-1-infrastructure-as-code-library) below) from Gruntwork. Termination of your use of the Gruntwork Subscription, and these Gruntwork Subscription Terms, shall represent termination only of the Gruntwork Subscription and these Gruntwork Subscription Terms, and shall not affect any other Services or terms which Gruntwork and you may then have outstanding.

**1.6. Trial Period.**

**1.6.1. Trial Period Effective Date.** You are entitled to a 30-day trial period (the “Trial Period”). If you use the Gruntwork Subscription and do not register for the Reference Architecture, the Trial Period will begin on the date you receive access to the Library Repos (as defined in [3.1](#3-1-infrastructure-as-code-library) below). If you use the Gruntwork Subscription and register for the Reference Architecture, the Trial Period will begin on the date Gruntwork commits to deploying your Reference Architecture (as defined in [3.2](#3-2-reference-architecture) of the Reference Architecture Terms).

**1.6.2 Termination by You During Trial Period.** If you terminate your Gruntwork Subscription during the Trial Period, (a) Gruntwork will refund you all amounts you have paid Gruntwork for the Gruntwork Subscription, Professional Support and Reference Architecture, (b) you will not be subject to the Minimum Term (as defined in [1.1](#1-1-auto-renewing-terms-of-12-months) above), and [1.3](#1-3-termination-by-you) and [1.4](#1-4-continuation-of-subscription-plan-services) above shall not apply, (c) notwithstanding [1.5](#1-5-post-termination-rights) above, the License shall immediately terminate in full and you shall immediately cease use of all Gruntwork intellectual property, including all of your forks of the Gruntwork source code repositories, and (d) notwithstanding [1.3](#1-3-post-termination-rights) of the Reference Architecture Terms, the License for the Reference Architecture created by Gruntwork specifically for you shall immediately terminate in full and you shall immediately cease use of the Reference Architecture.

### 2. Payment Terms

In consideration for the Gruntwork Subscription, you shall pay Gruntwork the rate specified at [https://gruntwork.io/pricing](/pricing/) for the number of Authorized Users selected during registration on a monthly or annual basis, in accordance with the [payment terms](#4-compensation-and-invoicing) set forth in the Terms, and subject to [section 1](#1-term-and-termination) of these Gruntwork Subscription Terms.

### 3. Included Features

**3.1. Infrastructure as Code Library.** Each Authorized User will receive access to the private source code repositories (“Library Repos”), which contain a collection of infrastructure code created by Gruntwork (the “Infrastructure as Code Library”). Authorized Users shall only received access to those Library Repos that support the cloud provider (e.g. Amazon Web Services) selected during registration. Client can find a list of the code in the Infrastructure as Code Library at [https://gruntwork.io/infrastructure-as-code-library](/infrastructure-as-code-library/), or any other URL to which the prior URL redirects. From time to time, Gruntwork will release new features, bug fixes, security patches, automated tests, documentation, and other improvements to existing code, as well as create completely new code (collectively, “Updates”). Authorized Users will have access to all Updates and will be able to make use of the Updates by modifying their own source code to use a newer version of the Library Repos.

**3.2. DevOps Training Library.** Each Authorized User will receive access to a set of pre-recorded training courses (the “Courses”), including courses on Terraform, Packer/Docker/ECS, and the Gruntwork Reference Architecture. From time to time, Gruntwork will update the Courses to reflect the latest industry updates.

**3.3. Periodic Newsletter.** From time to time, Gruntwork will send an email newsletter (the “Newsletter”) that includes recent updates on the Infrastructure as Code Library, instructions on applying recent updates, and new developments with Amazon Web Services, the DevOps industry, and Gruntwork itself. Gruntwork shall email Authorized Users the latest Newsletter throughout the duration of this SOW.

**3.4. Community Support Tier.** Gruntwork will provide to you all the features of the Community Support Tier, as described in [section 3.1](#3-included-features-1) of the Support Terms.

### 4. Disclaimer Regarding Software Updates

IT IS SOLELY YOUR RESPONSIBILITY TO UPDATE YOUR SOFTWARE BASED ON GRUNTWORK ALERTS OR UPDATES, OR OTHERWISE ACT ON ANY ALERTS OR UPDATES SENT BY GRUNTWORK. YOU ARE RESPONSIBLE FOR ENSURING GRUNTWORK IS PROVIDED WITH AN EMAIL ADDRESS THAT IS ACTIVELY MONITORED BY YOUR PERSONNEL TO WHICH GRUNTWORK MAY DISTRIBUTE EMAIL NEWSLETTERS THAT INCLUDE RECENT UPDATES ON THE INFRASTRUCTURE AS CODE LIBRARY, INSTRUCTIONS ON APPLYING RECENT UPDATES, AND NEW DEVELOPMENTS WITH AMAZON WEB SERVICES, THE DEVOPS INDUSTRY, AND GRUNTWORK ITSELF. GRUNTWORK SHALL NOT BE RESPONSIBLE OR LIABLE TO YOU FOR YOUR FAILURE TO ACT ON ANY ALERT OR UPDATE, OR DUE TO EMAIL DELIVERY PROBLEMS THAT PREVENT ANY ALERT OR UPDATE FROM BEING RECEIVED BY YOU.

## Support Terms

This attachment was last updated on May 8, 2019. Unless otherwise defined in these Support Terms, capitalized terms will have the meaning given to them in the Terms. The Community Support Tier, the Professional Support Tier and the Enterprise Support Tier shall each be referred to herein as a “Support Tier” and collectively as the “Support Tiers”.

### 1. Term and Termination

**1.1. Term for Community Support Tier.** Your use of the Community Support Tier, and these Support Terms, will continue in force beginning on the date you register for the Gruntwork Subscription until terminated by either Party pursuant to [sections 1.2](#1-2-term-for-professional-support-tier-or-enterprise-support-tie) and [1.3](#1-3-termination-for-convenience) below.

**1.2 Term for Professional Support Tier or Enterprise Support Tier.** Should you register for either the Professional Support Tier or the Enterprise Support Tier, your use of the applicable Support Tier, and these Support Terms, will continue in force for 12 months beginning on the date you submit your registration for the (the “Support Tier Minimum Term”). Thereafter, your use of the applicable Support Tier, and these Support Terms, will renew automatically for additional 12-month periods (each, a “Support Tier Renewal Term”).

**1.3. Termination for Convenience.** Your use of the Support Tiers, and these Support Terms, may be terminated by either Gruntwork or you upon written notice to the other Party that clearly identifies the applicable Support Tier.

**1.4. Termination by You.** If you terminate your use of the Professional Support Tier or the Enterprise Support Tier, any outstanding balances due to Gruntwork for the remainder of the Support Tier Minimum Term or the applicable Support Tier Renewal Term, whichever is current at the time of termination, shall be due in full. For example, if you terminate your use of the Professional Support Tier 3 months into a 12-month Support Tier Minimum Term and you have paid the subscription fee for the 3 months, you shall immediately owe Gruntwork an amount equal to the subscription fee for 9 months, for the remainder of the Support Tier Minimum Term. Gruntwork may immediately collect the entire balance due.

### 2. Payment Terms

In consideration for the Support Tier for which you registered (not including the Community Support Tier that you automatically receive with your Gruntwork Subscription), you shall pay Gruntwork the rate specified at [https://gruntwork.io/pricing](/pricing/), in accordance with the [payment terms](#4-compensation-and-invoicing) set forth in the Terms, and subject to [section 1](#1-term-and-termination-1) of these Support Terms.

### 3. Included Features

**3.1. Supported Requests.** Any Authorized User may submit a support request (“Support Request”) to Gruntwork. Support Requests may involve questions, troubleshooting, code reviews, design reviews, and bug fixes . All Support Requests must be reasonably related to the infrastructure set up by Gruntwork on your behalf and limited to the cloud provider (e.g. Google Cloud Platform) selected during registration, unless you selected Enterprise Support, in which case we will accept your Support Requests for all cloud providers that we currently support. Gruntwork shall not be obligated to provide custom development in response to a Support Request; however, Gruntwork, at its discretion, may offer to perform custom development for free (e.g., for bug fixes) or as part of a separate statement of work (e.g., for developing new modules).

**3.2. Community Support Tier Features.**

**3.2.1 Community Chat Room.** Gruntwork provides a community chat room where Gruntwork customers may ask questions, discuss design decisions, and work together as a community. This communication will be done over a medium determined by Gruntwork, such as a Gitter or Slack channel.

**3.2.2. Community Forum.** Gruntwork provides a community forum where Gruntwork customers may ask questions, discuss design decisions, and work together as a community. This communication will be done over a medium determined by Gruntwork, such as a Discourse Forum, mailing list or Google Group. Gruntwork may discontinue this community forum if it determines that it is duplicative with the community chat room.

**3.2.3. No Service Level Agreement.** Gruntwork employees may but are not obligated to monitor the community chat room and community forum and provide help when appropriate. Gruntwork employees may be delayed in responding or may not respond at all to messages submitted via the community chat room or community forum.

**3.2.4. Security Alerts.** Authorized Users may sign up for the Gruntwork security vulnerabilities list. Gruntwork will use this list to notify Authorized Users of urgent security vulnerabilities.

**3.3. Professional Support Tier Features.**

**3.3.1. Supported Requests.** Any Authorized User may submit a support request (“Professional Support Request”) to Gruntwork. Professional Support Requests may involve questions, troubleshooting, and bug fixes. All Professional Support Requests must be reasonably related to your Gruntwork Subscription. Gruntwork shall not be obligated to provide custom development in response to a Professional Support Request; however, Gruntwork, at its discretion, may offer to perform custom development for free (e.g., for bug fixes) or as part of a separate statement of work (e.g., for developing new modules).

**3.3.2. Email Support.** Authorized Users may submit Professional Support Requests by emailing [support@gruntwork.io](mailto:support@gruntwork.io) or by using online helpdesk software specified by Gruntwork.

**3.3.3 Slack Support.** Authorized Users may submit Professional Support Requests via a shared channel on Slack, which shall be private to you and Gruntwork and not accessible by other Gruntwork customers.

**3.3.4. Two Business Day Service Level Agreement.** Gruntwork shall make a good-faith effort to respond to the Professional Support Request within a reasonable timeframe, but for the first 3 requests per day or first 30 requests per month, whichever occurs first, Gruntwork shall respond no later than two business days after the Professional Support Request was received by Gruntwork, subject to our availability per sections [3.5](#3-5-availability) and [3.6](#3-6-no-emergency-support).

**3.4. Enterprise Support Tier Features.**

**3.4.1. Supported Requests.** Any Authorized User may submit a support request (“Enterprise Support Request”) to Gruntwork. Enterprise Support Requests may involve questions, troubleshooting, code reviews, design reviews, architecture reviews, and bug fixes. All Enterprise Support Requests must be reasonably related to your Gruntwork Subscription. Gruntwork shall not be obligated to provide custom development in response to an Enterprise Support Request; however, Gruntwork, at its discretion, may offer to perform custom development for free (e.g., for bug fixes) or as part of a separate statement of work (e.g., for developing new modules).

**3.4.2. Email Support.** Authorized Users may submit Enterprise Support Requests by emailing support@gruntwork.io or by using online helpdesk software specified by Gruntwork.

**3.4.3. Slack Support.** Authorized Users may submit Enterprise Support Requests via a shared channel on Slack, which shall be private to you and Gruntwork and not accessible by other Gruntwork customers.

**3.4.4. Phone/Video Support.** If Gruntwork and you mutually determine that an Enterprise Support Request cannot be resolved asynchronously, the Parties will engage in a real-time phone or video chat.

**3.4.5. Same Day Service Level Agreement.** Gruntwork shall make a good-faith effort to respond to the Enterprise Support Request as soon as possible, but for the first 3 requests per day or first 30 requests per month, whichever occurs first, Gruntwork shall respond no later than four business hours after the Enterprise Support Request was received by Gruntwork, unless the request was received after 2:00pm Pacific Time, in which case Gruntwork will respond no later than 10:00am Pacific Time on the next business day. Gruntwork business hours are from 9:00am - 5:00pm Pacific Time, Monday through Friday, subject to our availability per sections [3.5](#3-5-availability) and [3.6](#3-6-no-emergency-support).

**3.4.6. Prioritized Bug Fixes.** When an Enterprise Support Request identifies a bug in any Gruntwork Service, provided that the bug can be systematically reproduced by either you or Gruntwork, Gruntwork will begin work to fix the bug within two business days of receiving the Enterprise Support Request.

**3.4.7. DevOps Bootcamp Availability.** You shall have the right to purchase the Gruntwork DevOps Bootcamp service, as detailed in a separate statement of work to be signed between you and Gruntwork.

**3.5. Availability.** From time to time, for example on national holidays, no Gruntwork personnel may be available to handle Professional Support Requests or Enterprise Support Requests. In such case, Gruntwork shall notify you of such days via the Newsletter. Gruntwork hereby agrees that it shall limit business days on which no Gruntwork personnel are available to no more than fifteen (15) days per year.

**3.6. No Emergency Support.** GRUNTWORK DOES NOT WARRANT THAT ITS PERSONNEL WILL BE AVAILABLE ON SHORT NOTICE IN THE EVENT OF AN EMERGENCY. HANDLING AN INFRASTRUCTURE EMERGENCY SHALL REMAIN YOUR SOLE RESPONSIBILITY.

## Reference Architecture Terms

This attachment was last updated on May 8, 2019. Unless otherwise defined in these Reference Architecture Terms, capitalized terms will have the meaning given to them in the Terms.

### 1. Term and Termination

**1.1. Term and Termination.** These Reference Architecture Terms will continue in force beginning on the date you submit your registration for the Reference Architecture until Gruntwork has deployed the Reference Architecture as set forth in [section 3.2](#3-2-reference-architecture) below, or until terminated by either Gruntwork or you upon written notice to the other Party that clearly identifies Reference Architecture.

**1.2. Termination by You.** If you terminate these Reference Architecture Terms, you shall not be entitled to any refund of any prepaid fees, unless you terminate these Reference Architecture Terms during the Trial Period (as defined in [1.6.1](#1-6-1-trial-period-effective-date) of the Gruntwork Subscription Terms).

**1.3. Post-Termination Rights.** Upon termination of these Reference Architecture Terms, provided that Gruntwork has deployed the Reference Architecture and you have fully paid all fees owed under the Gruntwork Subscription Terms and these Reference Architecture Terms, the License shall remain in effect for the Reference Architecture created by Gruntwork specifically for you, and for any source code repositories created by Gruntwork specifically for you.

### 2. Payment Terms

In consideration for the Reference Architecture, you shall pay Gruntwork the rate specified at [https://gruntwork.io/pricing](/pricing/) before we begin your Reference Architecture implementation (as described in section 3) and in accordance with the payment terms set forth in the Terms, and subject to section 1 of these Reference Architecture Terms.

### 3. Included Features

**3.1. Reference Architecture Customization.** To understand your architecture preferences, we will ask you to submit an online form that includes questions on whether to run your apps on Docker or directly on virtual machines, whether to use a Bastion Host or VPN gateway, and many others.

**3.2. Reference Architecture.** Gruntwork will design, implement and deploy a standardized architecture for use with Amazon Web Services (the "Reference Architecture") based on the requirements you specify via an online form, verbal discussion, or other mutually acceptable means.

**3.3. Deployed in Client AWS account(s).** Gruntwork will deploy the Reference Architecture into your AWS account(s).

**3.4. Code in Client Git Repos.** The code for the Reference Architecture will be committed to your Git repositories.

## Gruntwork Houston Terms

This attachment was last updated on May 8, 2019. Unless otherwise defined in these Gruntwork Houston Terms, capitalized terms will have the meaning given to them in the Terms. You may only access and use Gruntwork Houston (“Houston”) if you have a current and valid Gruntwork Subscription.

### 1. Term and Termination

**1.1. Term and Termination.** Your use of Houston, and these Houston Terms, will begin on the date you install Houston in your Amazon Web Services (“AWS”) account(s) until the earlier of (a) the termination of your Gruntwork Subscription or (b) the termination of your use of Houston and these Houston Terms pursuant to [Section 1.2](#1-2-your-termination-for-convenience) or [Section 1.3](#1-3-termination-by-gruntwork) below.

**1.2. Your Termination for Convenience.** Your use of Houston, and these Houston Terms, may be terminated by you on provision of at least 15 days’ written notice to Gruntwork that clearly identifies Houston.

**1.3. Termination by Gruntwork.** You will be in default of these Gruntwork Houston Terms if: (a) you fail to timely pay any amount owed to us or an Affiliate of ours; (b) you or an Authorized User breach any provision of the Terms or these Gruntwork Houston Terms or violate any published policy applicable to Houston; (c) you are or become subject to any proceeding under the Bankruptcy Code or similar laws; or (d) if, in our sole discretion, we believe that you or your Authorized Users’ continued use of Houston creates legal risk for Gruntwork or presents a threat to the security of Houston, the Services or other Gruntwork customers. If you are in default, Gruntwork may, without notice: (i) suspend your account and use of Houston; (ii) terminate your account; (iii) charge reactivation fees in order to reactivate your account; and (iv) pursue any other remedy available to us.

**1.4 Effects of Termination.** If you or Gruntwork terminate your use of Houston, any outstanding balances due to Gruntwork for the period up to the termination date shall be immediately due in full, and you will not be entitled to a refund of any prepaid amounts.

**1.5. Post-Termination Usage Rights.** Upon termination of Houston, Gruntwork shall immediately revoke your access to Houston, and you shall immediately cease use of all Gruntwork intellectual property related to Houston. Termination of your use of Houston, and these Houston Terms, shall represent termination only of Houston and these Houston Terms, and shall not affect any other Services or terms which Gruntwork and you may then have outstanding.

**1.6. Post-Termination Data Rights.** Because Houston is designed to create a unified experience around your existing third-party software tools, termination of your use of Houston will not affect your access to the data stored in your third-party tools. Any data stored specifically for the operation of Houston is stored in your own Amazon Web Services account(s). Following termination of your use of Houston, you may not access such Houston-specific data via Houston user interfaces or APIs, but you shall maintain access via standard AWS interfaces.

### 2. Payment Terms

In consideration for your use of Houston, you shall pay Gruntwork the rate specified at [https://gruntwork.io/pricing](/pricing) for the number of Houston Auth Users and Houston Pro Users selected during registration on a monthly basis, in accordance with the payment terms set forth in the Terms, and subject to [section 1](#1-term-and-termination-3) of these Gruntwork Houston Terms.

### 3. Included Features

**3.1. About Gruntwork Houston.** Houston is a web-based service that provides a central place where your development and operations teams can manage your infrastructure. Houston runs directly in your AWS account, and includes a command line tool to allow interacting with Houston from the terminal. Houston is a standalone product and not part of the Infrastructure as Code Library. Each Houston Auth User and Houston Pro User will have access to the Houston services and Houston downloadable tools, but not to the Houston source code repository, which shall remain private to Gruntwork.

**3.2. Houston Auth User Features.** Authorized Users who are Houston Auth Users or Houston Pro Users shall have access to the following features:

**3.2.1 Authentication to Amazon Web Services.** Houston enables you to authenticate to one or more of your AWS accounts using any Identity Provider that is compatible with Houston and which you configure for use with Houston. An “Identity Provider” is a system entity that creates, maintains, and manages identity information for principals while providing authentication services to relying party applications within a federation or distributed network.

**3.3. Houston Pro User Features.** Authorized Users who are Houston Pro Users shall also have access to the following features:

**3.3.1. Dev UI.** Developers shall have access to a user interface they can use to deploy and manage services.

**3.3.2. Ops Control.** Operations engineers shall have the ability to define how a set of services are managed and deployed by using infrastructure as code.

**3.4. Updates to Gruntwork Houston.** From time to time, Gruntwork will release new features, bug fixes, security patches, automated tests, documentation, and other improvements to Houston (collectively, “Houston Updates”). You are responsible for deploying updates to Houston when they become available, however Houston may periodically query Gruntwork-managed services for Houston Updates and install Houston Updates automatically if they are available.

### 4. Customer Responsibilities

**4.1. Certain Features Require Configuration.** You will be required to configure or deploy modules and tools according to Gruntwork's instructions in order to use certain features of Houston. Your failure to configure or deploy specific modules and tools according to Gruntwork's instructions may affect your ability to utilize certain Houston features.

**4.2. Protecting Your AWS Account.** Because Houston runs in your AWS account, any user with privileged access to that account will be capable of subverting Houston’s security measures. Therefore, it is your responsibility to ensure that only trusted members of your team have privileged access to the AWS account in which Houston runs. The security of your AWS account is your responsibility, and you are solely liable for any claim, damage or other liabilities of any nature suffered by Gruntwork or any third party due to the act of any individuals using your AWS account, provided that such claim, damage or other liabilities are not directly due to Gruntwork’s gross negligence or willful misconduct.

**4.3. Protecting Your Identity Provider.** By design, Houston trusts all assertions made by your Identity Provider and has no direct control over its configuration. The security and configuration of your Identity Provider is your responsibility, and you are solely liable for any claim, damage or other liabilities of any nature suffered by Gruntwork or any third party based on Gruntwork’s use of your configuration of your Identity Provider.

### 5. Additional Provisions

**5.1 No Derivative Works or Modification.** Notwithstanding [Section 6.1](#6-1-customer-license) of the Terms, you are prohibited from creating derivative works of or otherwise modifying Houston.

**5.2 License to Customer Data.** “Customer Data” means any data or information automatically collected by Gruntwork, through your use of Houston, relating to your infrastructure and AWS accounts that you connect to and manage with Houston. Between you and Gruntwork, you shall own all right, title, and interest in and to Customer Data. It is your sole responsibility to backup your Customer Data, and you agree and acknowledge that post termination of these Houston Terms, you may not have access to your Customer Data. You hereby grant to Gruntwork a royalty-free, non-exclusive license to (a) use, copy, reproduce, store, display, modify and make derivative works of Customer Data solely for purposes of providing the Services to you, and (b) use the Customer Data, in aggregate and anonymous format (not identifiable to you), for any business or commercial purpose, including statistical analysis with respect to usage and traffic patterns, improving the Services, in connection with the further development of the Services, or for marketing and reporting purposes.

**5.3. Disclaimer of Warranties.** In addition to the disclaimer of warranties in the Terms, Gruntwork will have no responsibility or liability of any kind arising or resulting from: (a) your or your Authorized Users’ use of any version of Houston other than the then-current unmodified version provided to you; (b) problems caused by failed Internet connections or other hardware, software or equipment which is not owned, controlled or operated by Gruntwork; (c) nonconformities resulting from abuse, negligence, or improper or unauthorized use of all or any part of Houston; or (d) material modification, amendment, revision, or change to Houston by any party other than Gruntwork or Gruntwork-authorized representatives.

**5.4. Data Security.** Gruntwork will implement and maintain reasonable practices, procedures, and systems, including administrative, technical, and physical safeguards designed to (i) protect the security, confidentiality, and integrity of Customer Data; (ii) ensure against reasonably anticipated threats or hazards to the security or integrity of Customer Data; (iii) protect against unauthorized access to or use of Customer Data; and (iv) otherwise comply with its obligations under the terms of this Agreement. These safeguards include, without limitation, a written data security plan, employee training, information access controls, and restricted disclosures.

**5.5. Sensitive Data.** You acknowledge and agree that although Houston is designed to collect and store Customer Data, Houston is not designed to store personally identifiable information or other sensitive information except personally identifiable information related to your Authorized Users. Accordingly, you will not submit or enable the collection of: (i) any personally identifiable information, except as necessary for the establishment of an account for an Authorized User or (ii) any other information subject to regulation or protection under specific laws such as the Gramm-Leach-Bliley Act (or related rules or regulations) ((i) and (ii), collectively, “Sensitive Data”). NOTWITHSTANDING THE PROVISIONS OF [SECTION 7](#7-confidentiality) OF THE TERMS, GRUNTWORK HAS NO LIABILITY UNDER THE TERMS OR THESE HOUSTON TERMS FOR THE PROTECTION OF SENSITIVE DATA EXCEPT TO THE EXTENT RESULTING FROM GRUNTWORK’S BREACH OF THE TERMS OR THESE HOUSTON TERMS.

**5.6. Feedback.** You hereby grant Gruntwork a royalty-free, worldwide, transferable, sublicensable, irrevocable, perpetual license to use or incorporate into Houston any suggestions, enhancement requests, recommendations or other feedback provided by you or your Authorized Users relating to Houston.