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1.1 **Puppet Labs Software.** Subject to the terms of this Software License Agreement ("**SLA**"), Puppet Labs hereby permits you to use the Puppet Labs software ("**Puppet Labs Software**") pursuant to the terms of the GNU General Public License, version 2 ("**GPLv2**") and the additional terms set forth in this SLA. Your permission to use the Puppet Labs Software pursuant to the previous sentence will continue until the first to occur of the following: (a) you permanently cease using the Puppet Labs Software; or (b) you materially breach the terms of the GPLv2. Before being permitted to access, download and/or use the Puppet Labs Software, you are required to register with Puppet Labs. You hereby agree to provide truthful and accurate information during the registration process and to keep such information current by notifying Puppet Labs of any changes to such information. As part of the registration process, you are required to agree to the terms of this SLA. You are only permitted to use the Puppet Labs Software for the permitted number of nodes specified by Puppet Labs when you register to use the Puppet Labs Software, or as otherwise specified by Puppet Labs from time to time, including, without limitation, in a Puppet Labs order form ("**Order**").

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3. **FEES AND PAYMENT.**

Fees for the Puppet Labs Software and Third Party Software provided under this SLA will be as set forth in the applicable electronic or written order signed by the parties or otherwise accepted by Puppet Labs. You agree to pay to Puppet Labs all amounts owed under such invoices within thirty (30) calendar days of their issuance. All payments shall be made in currently available funds payable at either the address set forth on the invoice or such other address as Puppet Labs may specify in writing. All amounts payable shall be in the currency of the United States and specifically exclude (and you are responsible for) any and all applicable sales, use and other taxes, (other than taxes based on Puppet Labs' income). Any amounts due under this SLA which are not paid within thirty (30) calendar days of their due date shall be subject to a late payment charge of the lower of: (a) one and one half percent (1-1/2%) per month (and shall thereafter bear interest at a rate of eighteen percent (18%) per annum until paid); and (b) the highest interest rate permitted by applicable law.

4. **LIMITED WARRANTY & DISCLAIMER OF WARRANTIES.**

4.1 **Limited Warranty**. Puppet Labs warrants that the Puppet Labs Software will perform in all material respects as specified in the applicable documentation made available by Puppet Labs in connection with the Puppet Labs Software under normal use for a period of thirty (30) calendar days from your initial receipt of or access to the Puppet Labs Software. The foregoing warranty does not extend to the use of the

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4.2 **Disclaimer of Warranties.** EXCEPT AS EXPRESSLY SET FORTH IN SECTION 4.1 (LIMITED WARRANTY) OF THIS SLA, THE PUPPET LABS SOFTWARE IS PROVIDED AND LICENSED "AS IS" AND PUPPET LABS DISCLAIMS ANY AND ALL WARRANTIES WITH RESPECT TO THE PUPPET LABS SOFTWARE AND THE COMPONENTS THEREIN, INCLUDING WITHOUT LIMITATION, THE WARRANTIES (WHETHER EXPRESS, IMPLIED OR STATUTORY) OF MERCHANTABILITY, NON-INFRINGEMENT, TITLE, FITNESS FOR A PARTICULAR PURPOSE, QUIET ENJOYMENT, ACCURACY, AND THOSE THAT MAY ARISE FROM ANY COURSE OF DEALING OR PERFORMANCE. NOTWITHSTANDING THE LIMITED WARRANTY SPECIFIED IN SECTION 4.1 (LIMITED WARRANTY) OF THIS SLA, PUPPET LABS DOES NOT WARRANT THAT THE FUNCTIONS CONTAINED IN THE PUPPET LABS SOFTWARE WILL MEET YOUR REQUIREMENTS OR EXPECTATIONS, OR THAT THE OPERATION OF THE PUPPET LABS SOFTWARE WILL BE ERROR FREE, APPEAR OR PERFORM PRECISELY AS DESCRIBED IN THE ACCOMPANYING DOCUMENTATION, OR COMPLY WITH REGULATORY REQUIREMENTS.

5. **LIMITATION OF LIABILITY.**

5.1 To the maximum extent permitted by applicable law, your exclusive remedy for a breach of the limited warranty set forth in Section 4.1 (Limited Warranty) of this SLA, is to return any allegedly defective Puppet Labs Software within thirty (30) calendar days of delivery along with a copy of your payment receipt and Puppet Labs, at its option, will replace it or refund the money you paid for the Puppet Labs Software.

5.2 IN NO EVENT SHALL PUPPET LABS, ITS AFFILIATES, LICENSORS, OR THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, CONTRACTORS, OR AGENTS (COLLECTIVELY, THE "**PUPPET LABS PARTIES**") BE LIABLE TO YOU OR ANY THIRD PARTY, WHETHER UNDER THEORY OF CONTRACT, TORT OR OTHERWISE FOR ANY INDIRECT, INCIDENTAL, PUNITIVE, CONSEQUENTIAL, RELIANCE, OR SPECIAL DAMAGES, (INCLUDING, WITHOUT LIMITATION, ANY DAMAGE TO BUSINESS REPUTATION, LOST PROFITS, LOST DATA OR LOST SAVINGS), ARISING OUT OF THE USE OR INABILITY TO USE THE PUPPET LABS SOFTWARE OR ANY COMPONENT THEREOF, WHETHER FORESEEABLE OR NOT AND WHETHER OR NOT THE PUPPET LABS PARTIES ARE ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

5.3 WITHOUT LIMITING THE FOREGOING, IN NO EVENT SHALL THE PUPPET LABS PARTIES' TOTAL CUMULATIVE LIABILITY TO YOU AND/OR ANY THIRD PARTY UNDER THIS SLA EXCEED THE GREATER OF: (A) THE FEES THAT YOU ACTUALLY PAID TO PUPPET LABS FOR THE PUPPET LABS SOFTWARE; AND (B) THE SUM OF FIFTY THOUSAND DOLLARS ($50,000).

5.4 THE PARTIES AGREE THAT THESE LIMITATIONS SHALL APPLY EVEN IF THIS SLA OR ANY LIMITED REMEDY SPECIFIED HEREIN IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.

5.5 SOME JURISDICTIONS MAY NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR OTHER DAMAGES, SO THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU. IN SUCH EVENT, THE LIABILITY OF PUPPET LABS FOR SUCH DAMAGES WITH RESPECT TO THE PUPPET LABS SOFTWARE WILL BE LIMITED TO THE GREATEST EXTENT PERMITTED BY APPLICABLE LAW IN SUCH JURISDICTION.

5.6 The sections of this SLA that address indemnification, limitation of liability and the disclaimer of warranties allocate the risk between the parties. This allocation of risk is an essential element of the basis of the bargain between the parties.

5.7 Notwithstanding Section 1.2 (Third Party Software) above, if any liability attaches to Puppet Labs in respect of the Third Party Software, such liability will be limited by this Section 5 and the disclaimer of warranties set forth in Section 4.2 above (Disclaimer of Warranties).

6. **EXPORT CONTROL.** As required by the laws of the United States and other countries, you represent and warrant that you: (a) understand that the Puppet Labs Software and its components may be subject to export controls under the U.S. Commerce Department's Export Administration Regulations ("**EAR**"); (b) are not located in a prohibited destination country under the EAR or U.S. sanctions regulations; (c) will not export, re-export, or transfer the Puppet Labs Software to any prohibited destination or persons or entities on the U.S. Bureau of Industry and Security Denied Parties List or Entity List, or the U.S. Office of Foreign Assets Control list of Specially Designated Nationals and Blocked Persons, or any similar lists maintained by other countries, without the necessary export license(s) or authorization(s); (d) will not use or transfer the Puppet Labs Software for use in connection with any nuclear, chemical or biological weapons, missile technology, or military end-uses where prohibited by an applicable arms embargo, unless authorized by the relevant government agency by regulation or specific license; (e) understand and agree that if you are in the United States and export or transfer the Puppet Labs Software to eligible end users, you will, to the extent required by EAR Section 740.17(e), submit semi-annual reports to the Commerce Department's Bureau of Industry and Security, which include the name and address (including country) of each transferee; and (f) understand that countries including the United States may restrict the import, use, or export of encryption products (which may include the Puppet Labs Software and the components) and agree that you shall be solely responsible for compliance with any such import, use, or export restrictions.

7. **INDEMNIFICATION BY PUPPET LABS.** Puppet Labs agrees to indemnify, defend and hold you harmless from and against any damages, liens, fines, penalties, liabilities, losses, costs and expenses (including, without limitation, reasonable attorneys' fees) (collectively, "**Losses**") directly arising from any third party causes of action, suits or claims, (collectively "**Claims**") that the Puppet Labs Software actually or allegedly infringes or misappropriates any United States copyright or trade secret. The foregoing obligation is conditioned on you notifying Puppet Labs promptly in writing of such Claim, you giving Puppet Labs sole control of the defense thereof and any related settlement negotiations, and you cooperating and, at Puppet Labs' reasonable request and expense, assisting in such defense. If, as a result of a Claim, or a Claim that is reasonably anticipated by Puppet Labs, your use of the Puppet Labs Software is or may be enjoined or otherwise legally

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8 **INDEMNIFICATION BY YOU**.

You hereby agree to indemnify, defend and hold harmless the Puppet Labs Parties from and against any and all Losses incurred by the Puppet Labs Parties in connection with any actual or alleged Claim arising out of, or relating to: (a) your material breach of this SLA or any other terms and conditions governing your use of the Puppet Labs Software; (b) your material breach of any terms and conditions governing your use of Third Party Software; (c) any applications or other work product developed by you in connection with the Puppet Labs Software, including without limitation, any such applications' or work products' infringement or misappropriation of any third party intellectual property rights; or (d) any actual or alleged violation or non-compliance by you with any applicable law, rule or regulation in connection with your use of the Puppet Labs Software. Counsel you select for the defense or settlement of a Claim must be consented to by Puppet Labs prior to counsel being engaged to represent the Puppet Labs Parties. You and your counsel will cooperate as fully as reasonably required, and provide such information as reasonably requested, by Puppet Labs in the defense or settlement of any Claim. Puppet Labs reserves the right, at its own expense, to assume the exclusive defense or settlement, and control of any matter otherwise subject to indemnification by you. You shall not in any event, consent to any judgment, settlement, attachment, or lien, or any other act adverse to the interests of any of the Puppet Labs Parties without the prior written consent of the relevant Puppet Labs Parties.

9. **RELATIONSHIP**. You acknowledge and agree that the relationship between Puppet Labs and you is that of independent contractors and nothing in this SLA shall be construed to create a partnership, joint venture, agency or employer-employee relationship between you and Puppet Labs or any of Puppet Labs' employees or agents.

10. **CONFIDENTIALITY**. "**Confidential Information**" means, with respect to a party (the "**Disclosing Party**"), information that pertains to such party's business, including, without limitation, technical, marketing, financial, employee, planning, product roadmaps, performance results, pricing, prototype products and services, inventions, trade secrets, and other confidential or proprietary information. Confidential Information will be designated and/or marked as proprietary and/or confidential when disclosed (including, verbally identified as proprietary and/or confidential at the time of disclosure in the case of oral disclosures), provided that any information that the party receiving such information (the "**Receiving Party**") knew or should have known, under the circumstances, was considered confidential or proprietary by the Disclosing Party, will be considered Confidential Information of the Disclosing Party even if not designated or marked as such. The Receiving Party shall preserve the confidentiality of the Disclosing Party's Confidential Information and treat such Confidential Information in the same manner that the Receiving Party treats its own Confidential Information, but in any event with at least a reasonable standard of care. The Receiving Party will use the Confidential Information of the Disclosing Party only to exercise its rights and perform its obligations under this SLA. Confidential Information of the Disclosing Party will be disclosed only to those employees and contractors of the Receiving Party with a need to know such information and who are under a written agreement of non-disclosure and non-use which is no less protective of the Disclosing Party than the terms of this Section 10. The Receiving Party shall not be liable to the Disclosing Party for the release of the Disclosing Party's Confidential Information if such information: (a) was known to the Receiving Party on or before the date on which you are deemed to have accepted or otherwise agreed to the terms of this SLA as set forth above ("Effective Date") without restriction as to use or disclosure; (b) was in the public domain on or before the Effective Date; (c) came into the public domain after the Effective Date through no fault of the Receiving Party; or (iv) was independently developed solely by the employees of the Receiving Party who have not had access to Confidential Information of the Disclosing Party. The Receiving Party will not be deemed to have breached this Section 10, if the Disclosing Party's Confidential Information is divulged by the Receiving Party pursuant to any legal proceeding or as otherwise required by law, subject to the Receiving Party giving all reasonable prior notice to the Disclosing Party to allow it to seek protective or other court orders to prevent or limit such legally required disclosure, and provided that the Receiving Party uses best efforts to make such disclosure under conditions of confidentiality and otherwise continues to treat such Confidential Information in accordance with the requirements of this Section 10.

11. **GOVERNMENT USERS**. The Puppet Labs Software licensed to you under this SLA contains "commercial computer software" as that term is described in DFAR 252.227-7014(a)(1). If acquired by or on behalf of a civilian agency, the U.S. Government acquires this commercial computer software and/or commercial computer software documentation subject to the terms of this SLA as specified in 48 C.F.R. 12.212 (Computer Software) and 12.11 (Technical Data) of the Federal Acquisition Regulations ("FAR") and its successors. If acquired by or on behalf of any agency within the Department of Defense ("DOD"), the U.S. Government acquires this commercial computer software and/or commercial computer software documentation subject to the terms of this SLA as specified in 48 C.F.R. 227.7202 of the DOD FAR Supplement and its successors.

12. **TERMINATION**. This SLA shall automatically terminate if you breach the terms of the GPLv2 or if you permanently stop using the Puppet Labs Software, except that the terms of Sections 1.2 (Third Party Software), 2 (Intellectual Property Rights), Section 3 (Fees & Payment), Section 4.2 (Disclaimer of Warranties), Section 5 (Limitation of Liability), Section 8 (Indemnification by You), Section 10 (Confidential Information), 11 (Government Users), this Section 12 (Termination), Section 13 (Governing Law & Jurisdiction), and Section 14 (General), shall survive such termination.

13. **GOVERNING LAW & JURISDICTION**. This SLA shall be governed by the laws of the State of Oregon, without regard to Oregon conflict of laws rules. Except as set forth below in this Section 13, the exclusive venue and jurisdiction for any and all disputes, claims and controversies arising from or relating to this SLA shall be the state or federal courts located in Multnomah County, Oregon, and you hereby irrevocably waive any objection to such exclusive jurisdiction. Notwithstanding anything in this SLA to the contrary, Puppet Labs may seek injunctive or other equitable relief in any court of competent jurisdiction to protect any actual or threatened misappropriation or infringement of its intellectual property rights or those of its licensors, and you hereby submit to the exclusive jurisdiction of such courts and waive any objection thereto on the basis of improper venue, inconvenience of the forum or any other grounds. You agree that any breach of the license restrictions or other infringement or misappropriation of the intellectual property rights of Puppet Labs or its licensors will result in immediate and irreparable damage to Puppet Labs for which there is no adequate remedy at law. The United Nations Convention on Contracts for the International Sale of Goods in its entirety is expressly excluded from this SLA, including, without limitation, application to the Puppet Labs Software. Furthermore, this SLA (including without limitation, the Puppet Labs Software), will not be governed or interpreted in any way by referring to any law based on the Uniform Computer Information Transactions Act (UCITA) or any other act derived from or related to UCITA.

14. **GENERAL.** You shall not assign this SLA or transfer any of your rights hereunder, or delegate the performance of any of your duties or obligations arising under this SLA, whether by merger, acquisition, sale of assets, operation of law, or otherwise, without in each and every case, the prior written consent of Puppet Labs. Any attempted assignment, transfer or delegation in violation of the foregoing shall be null and void. There are no restrictions on Puppet Labs' ability to assign this SLA or transfer any of its rights hereunder, or delegate the performance of any of its duties or obligations arising under this SLA. Subject to the foregoing, this SLA shall be binding upon, and inure to the benefit of, the successors and assigns of the parties hereto. All modifications to and waivers of any terms of this SLA must be in a writing that is signed by the parties hereto and expressly references this SLA. In the event that any provision of this SLA conflicts with governing law or if any provision is held to be null, void or otherwise ineffective or invalid by a court of competent jurisdiction: (a) such provision shall be deemed to be restated to reflect as nearly as possible the original intentions of the parties in accordance with applicable law; and (b) the remaining terms, provisions, covenants and restrictions of this SLA shall remain in full force and effect. No waiver of any breach of any provision of this SLA shall constitute a waiver of any prior, concurrent or subsequent breach of the same or any other provisions hereof, and no waiver shall be effective unless made in writing and signed by an authorized representative of the waiving party. This SLA (together with any Orders and all other terms, conditions and documents which expressly reference this SLA) constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements or communications. The terms on any purchase order or similar document submitted by you to Puppet Labs will have no effect and are hereby rejected. All notices, consents and approvals under this SLA must be delivered in writing by courier or by certified or registered mail, (postage prepaid and return receipt requested) to the other party at the other party's then-current address.

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