CloudBees Subscription and Services Agreement

This Subscription and Services Agreement ("Agreement") shall govern Customer's initial purchase on the Effective Date (set forth on Customer's initial Order Form) as well as any future purchases made by Customer which reference this Agreement. If Customer is located in North America, Central America, or South America, the contracting entity "CloudBees" herein refers to CloudBees, Inc., a Delaware corporation located at 16692 Coastal Highway, Lewes, DE 19958. If Customer is located anywhere else in the world, the contracting entity "CloudBees" herein refers to CloudBees International, SA, a Swiss company located at Faubourg de l'Hôpital 18, CH-2000 Neuchâtel, Switzerland. CloudBees provides the Products listed on an Order Form on a subscription basis (each, a "Subscription"). The term of each Subscription is designated in the applicable Order Form (each, a "Subscription Term"). As part of each Subscription, CloudBees provides the support services attached hereto and described at https://www.cloudbees.com/r/supportterms.

Notwithstanding the foregoing, if the Products are being licensed to Customer pursuant to a "Trial" or "Evaluation" license ("Evaluation License"), Section 15 of this Agreement governs the term of such license and acceptance of this Agreement by Customer.

1. **Definitions.** Capitalized terms shall have the meaning defined herein.

   Agent, in CloudBees Build Acceleration, is a licensed component running workloads managed by the Cluster Manager.

   Cluster Concurrency, in CloudBees Build Acceleration, refers to the number of concurrent streams.

   Cluster Manager, in CloudBees Build Acceleration, tracks, assigns and distributes work to Agents.

   Confidential Information means any and all non-public, confidential and proprietary information, furnished by the Disclosing Party or any of its Representatives to the Receiving Party or any of its Representatives, that is marked in writing (including e-mail), or in other tangible form, as "confidential" or "proprietary." Confidential Information may include, without limitation, such marked disclosures that relate to patents, patent applications, trade secrets, research, product plans, products, developments, know-how, ideas, inventions, processes, design details, drawings, sketches, models, engineering, software (including source and object code), algorithms, business plans, sales and marketing plans. Any Confidential Information disclosed orally shall be identified as confidential at the time of disclosure and confirmed as "confidential" in writing within thirty (30) days. Notwithstanding the foregoing, Confidential Information shall expressly include the Products, Customer Data, the Documentation, and all

know-how, techniques, ideas, principles and concepts which underlie any element of the Products or the Documentation and which may be apparent by use, testing or examination.

Customer means the Customer identified on the applicable Order Form.

Customer Data means all information, data, and other content, in any form or medium, that is submitted, posted, or otherwise transmitted by or on behalf of Customer or a User through the Products.

Documentation means the product documentation made available by CloudBees on the CloudBees website at https://docs.cloudbees.com.

Executor means a slot for execution of work defined by a Pipeline or Project on a Node. A Node may have zero or more Executors configured which corresponds to how many concurrent Projects or Pipelines are able to execute on that Node.

CloudBees CD Application represents a set of customer artifacts and deployment processes.

CloudBees CD Microservice represents a container reference and its deployment processes.

CloudBees CD Node is a worker node (for builds, deployment targets, data proxies, gateways, and other automated tasks) that is managed by the CloudBees CD Server.

CloudBees CD Server is the application server that orchestrates processes run across CloudBees CD Nodes. CloudBees CD can be used in a single or multiple server configuration.

Intellectual Property Rights means any patents, patent rights, design rights, copyrights, database rights, trade secrets, know-how, trademarks, trade names, service marks and other intellectual property embodied therein and all applications and rights to apply for registration or protection rights pertaining thereto, in existence at the date hereof or created in the future.

Controller means the central, coordinating process which stores configuration, loads plugins, and renders the various user interfaces for Jenkins.

Monthly Active User (or "MAU") is counted the first time in each calendar month that an End User's device opens Customer's or Customer's Affiliates' web and/or native application(s) in which the CloudBees Feature Management SDK has been incorporated ("Customer Application") is the Monthly Active User count of the applications using CloudBees Feature Management. For example, if one End User is using Customer Application on four (4) separate devices, that constitutes four MAUs.

Node means a machine which is part of the Jenkins environment and capable of executing Pipelines or Projects. Both the Controller and Agents are considered to be Nodes.

Order Form means an order form that references this Agreement and has been executed by both parties.

Product(s) means the software product(s) described at https://www.cloudbees.com/r/productfeatures that are listed on an Order Form.

Report means any Report provided to Customer by CloudBees in connection with the SaaS Products.

Representatives means as to any person, such person's affiliates and its or their directors, officers, employees, agents, and advisors (including, without limitation, financial advisors, counsel and accountants) bound by a written agreement or other legal obligation to maintain the confidentiality of the Confidential Information disclosed to them as required by the terms of this Agreement.

SaaS Products means Software-as-a-Service Products listed on an Order Form. SaaS Products include but are not limited to CloudBees Feature Management, CloudBees Engineering Efficiency and DevOptics.

Stream, in CloudBees Build Acceleration, represents a workload, usually defined via a single makefile, that is submitted to the Cluster Manager.

Team means a group of Users that share resources, best practices and code, and work together to accomplish a goal, project, or task.

Third Party means any third party (i) to which Customer provides access to Customer's SaaS Product accounts or (ii) for which Customer uses the SaaS Products to collect information on the third party's behalf.

Use means, for Products identified on an Order Form as "on-premises," install, execute, and display the Products, and for Products identified on an Order Form as "SaaS," to access and execute the Products.

User means an individual authorized by Customer to log into and use the CloudBees subscribed Products directly or an individual authorized by Customer to perform code commits into a source control management system triggering jobs in or reporting results through CloudBees Products. The licensed User quantity is the total number of unique Users of the Products calculated over the course of the entire Subscription Term.

2. **Grant of License.** Subject to all of the terms and conditions of this Agreement, during the Subscription Term, CloudBees grants to Customer a non-transferable, non-sublicensable, non-exclusive, limited license to Use the Products specified in an Order Form and for Customer's employees to Use the Products for Customer's own internal use, but only in accordance with (i) the Documentation, (ii) this Agreement, and (iii) the Subscription Term and other restrictions set forth in the applicable Order Form. Customer acknowledges and agrees that, as between CloudBees and Customer, CloudBees owns all right, title, and interest, including all Intellectual Property Rights, in and to the Products and Documentation, and CloudBees shall, notwithstanding any other term of this

Agreement, remain the owner of the Products and Documentation. Unless otherwise expressly provided in this Agreement, Customer shall not acquire any proprietary right, title or interest in or to any Intellectual Property Rights in the Products or Documentation. All rights not expressly granted by CloudBees herein are reserved.

3. **License Restrictions.** Customer shall not, on its own or through any parent, subsidiary, Affiliate, agent or other third party: (a) sell, lease, license, distribute, sublicense or otherwise transfer in whole or in part, any of the Products or the Documentation to a third party; (b) decompile, disassemble, translate, reverse engineer or otherwise attempt to derive source code from the Products, in whole or in part, nor will Customer use any mechanical, electronic or other method to trace, decompile, disassemble, or identify the source code of the Products or encourage others to do so; (c) allow access to or permit use of the Products by any users other than Users, or any use which violates the technical restrictions of the Products, any additional licensing terms provided by CloudBees via the Documentation, or the terms of this Agreement; (d) use the Products to develop, test, host or run and operate applications on behalf of third-parties, without CloudBees' written consent; (e) use, post, transmit or introduce any device, software or routine which interferes or attempts to interfere with the operation of the Products; (f) use the Products to provide third-party training; (g) modify or create derivative works based upon the Products; (h) mine cryptocurrency using computing resources of the SaaS Products or any other CloudBees computing resources; or (i) load cryptocurrency mining code, scripts or malware into any SaaS Products or any other CloudBees computing resources. Customer agrees not to use or permit use of the Products to display, store, process or transmit any Customer Data that may (i) menace or harass any person or cause damage or injury to any person or property; (ii) involve the publication of any content that is false, defamatory, harassing or obscene, (iii) violate privacy rights or promote bigotry, racism, hatred or harm, (iv) constitute bulk e-mail, "junk mail," "spam" or chain letters; (v) constitute an infringement of Intellectual Property Rights or other proprietary rights; or (vi) otherwise violate applicable laws, ordinances or regulations.

4. **SaaS Products Member Account, Password and Security.** To register for the SaaS Products, Customer must complete the registration process by providing CloudBees with current, complete, and accurate information as prompted by the registration form, including Customer's email address (username) and password. Customer will protect its passwords and license files and take full responsibility for its own use, and third-party use, of Customer's SaaS Products accounts. Customer is solely responsible for any and all activities that occur under Customer's SaaS Product accounts. Notwithstanding the foregoing, Customer is

not liable or responsible to CloudBees for any activities occurring outside of Customer's control under any Customer's SaaS Product accounts: (a) after Customer notifies CloudBees, or CloudBees otherwise becomes aware that, such account has been compromised; (b) after Customer notifies CloudBees that such account should be disabled or terminated; or (c) if such use is by an unauthorized person who obtained access to the account as a result of CloudBees' knowledge or custody of such account access credentials or as a result of a breach of the security of the SaaS Product not due to Customer's breach of this Agreement. Upon request by Customer, CloudBees' (or its wholly owned subsidiaries') support staff may, from time to time, log in to the SaaS Products under Customer's password in order to maintain or improve service, including to provide Customer assistance with technical or billing issues.

5. **Subscription Term and Renewals.** The length of the Subscription Term shall be designated in the Order Form. Except as set forth on the applicable Order Form, the rates for any Subscription Term renewals shall be CloudBees' then-current Subscription rates or the authorized GSA MAS Contract prices, as applicable.

6. **Payment Terms.** All fees are as set forth in the applicable Order Form and shall be paid by Customer in accordance with the terms and conditions of the GSA MAS Contract.

7. **Software Verification and Audit.** At CloudBees' written request, Customer will furnish CloudBees with a certification signed by an officer of Customer verifying that the Products are being used in accordance with the terms and conditions of this Agreement and any applicable Order Form. Upon at least ten (10) days prior written notice, CloudBees may audit Customer's use of the Products to ensure that Customer is in compliance with the terms of this Agreement and any applicable Order Form. Any such audit will be conducted during regular business hours at Customer's facilities, will not unreasonably interfere with Customer's business activities, and will be in compliance with Customer's reasonable security procedures. Customer will provide CloudBees with access to the relevant records and facilities. If an audit reveals that Customer has exceeded the number of Users during the period audited, then the GSA MAS Contractor or CloudBees will invoice Customer for any underpaid fees based on CloudBees' price list or the authorized GSA MAS Contract prices, as applicable, in effect at the time the audit is completed.

8. **Confidentiality Obligations.** Unless otherwise agreed to in writing by the party to this Agreement that furnished the Confidential Information ("Disclosing Party"), the party to this Agreement receiving the Confidential Information ("Receiving Party") agrees (a) to keep all Confidential Information in strict confidence and not to disclose or reveal any Confidential Information to any person (other than such Receiving Party's Representatives who (i) are actively and

directly involved in providing or receiving products under this Agreement (or the Agreement of which it is a part), and (ii) have a need to know the Confidential Information), and (b) not to use Confidential Information for any purpose other than in connection with fulfilling obligations or exercising rights under this Agreement (or the Agreement of which it is a part). The Receiving Party shall treat all Confidential Information of the Disclosing Party by using the same degree of care, but no less than a reasonable degree of care, as it accords its own Confidential Information. The parties agree to cause their Representatives who receive Confidential Information to observe the requirements applicable to the Receiving Party pursuant to this Agreement with respect to such information, including, but not limited to, the restrictions on use and disclosure of such information contained in this Section 8.

9. **Non-Confidential Information and Permitted Disclosures.** Notwithstanding Section 8, the obligations of the parties set forth herein shall not apply to any information that: was in the public domain at the time it was disclosed or has entered the public domain through no fault of the Receiving Party or any of its Representatives; was known to the Receiving Party free of any obligation of confidentiality before or after the time it was communicated to the Receiving Party by the Disclosing Party; is independently developed by the Receiving Party without use of or reference to the Disclosing Party's Confidential Information; is disclosed with the prior written approval of the Disclosing Party; or is disclosed pursuant to an order or requirement of a court, administrative agency or other governmental body; provided however, that the Receiving Party shall provide prompt written notice of such court order or requirement to the Disclosing Party to enable the Disclosing Party the possibility to seek a protective order or otherwise prevent or restrict such disclosure, and shall use reasonable efforts to cooperate with the Disclosing Party (at the Disclosing Party's expense) to obtain such protective order or other appropriate remedy. In the event that such protective order or other remedy is not obtained, or the Disclosing Party waives compliance in whole or in part, with the terms of this Agreement, the Receiving Party and its Representatives shall use reasonable efforts to disclose only that portion of the Confidential Information that is legally required to be disclosed or is the subject of such waiver, and to ensure that all Confidential Information that is so disclosed shall be accorded confidential treatment. The terms and obligations pertaining to confidentiality in this Agreement shall survive and remain in full force and effect for a period of three (3) years from the termination or expiration of this Agreement, unless the Disclosing Party expressly agrees in writing to release all or part of its Confidential Information from the restrictions imposed by this Agreement before such period has elapsed. Federal agencies are

subject to the Freedom of Information Act, 5 U.S.C. 552, which may require that certain information be released, despite being characterized as "confidential" by the CloudBees.

10. **Services.** If Customer orders professional Services pursuant to an SOW, the following terms shall apply. Customer will cooperate reasonably and in good faith with CloudBees in the execution of Services by, without limitation: (i) allocating sufficient resources and timely performing any tasks reasonably necessary to enable CloudBees to perform its obligations under each Order; (ii) timely delivering any materials and other obligations specifically required under each Order; (iii) timely responding to CloudBees' reasonable inquiries related to the Services; (iv) actively participating in relevant scheduled meetings; (v) providing information, data and feedback that is complete, accurate and timely in all material respects. Customer acknowledges that in the course of performing any Services, CloudBees may create software or other works of authorship (collectively "Work Product"). Subject to Customer's rights in Customer Confidential Information, CloudBees shall own all right title and interest in such Work Product, including all intellectual property rights therein and thereto. If any Work Product is delivered to Customer pursuant to or in connection with the performance of Services (a "Deliverable"), except for any products made available under a separate license, CloudBees grants to Customer an irrevocable, perpetual, nonexclusive, worldwide, royalty-free right and license to use, execute, reproduce, display, perform, distribute (internally and externally), transfer, exploit and make derivative works of any such Deliverables. Subject to Customer's rights in the Customer Confidential Information, CloudBees and/or its successors and assigns shall be considered, forever and for all purposes throughout the universe, the author of the Work Product and the sole copyright owner thereof, and the owner of any rights therein, whether or not copyrightable, all proceeds derived therefrom.

11. **Customer Data.** CloudBees acknowledges that, as between CloudBees and Customer, Customer owns all right, title, and interest, including all Intellectual Property Rights, in and to Customer Data. For SaaS Products, Customer hereby grants to CloudBees a non-exclusive, royalty-free, worldwide license to reproduce, distribute, and otherwise use and display the Customer Data as may be necessary for CloudBees to provide the Products to Customer. All rights not expressly granted by Customer herein are reserved. Customer represents that it has the right to grant CloudBees the rights set forth in this Section 11 and it owns all right, title and interest, or possess sufficient license rights, in and to the Customer Data to permit the use contemplated under this Agreement. CloudBees shall have the right to use aggregated and anonymized Customer Data to create benchmarks or analytics, improve CloudBees Products or otherwise. For SaaS Products, CloudBees may retain and use, subject to the terms of the attached

privacy policy (https://www.cloudbees.com/privacy-policy), information collected in Customer's use of the SaaS Products. Customer acknowledges and agrees that Customer Data may be located in public cloud infrastructure located within the United States. For SaaS Products, upon written request by Customer within thirty (30) days following termination and subject to the payment of all fees owed under this Agreement, CloudBees will make Customer's Data available for export and download by Customer.

12. **Excluded Data.** Customer shall not provide CloudBees with any Customer Data that is subject to heightened security requirements by law or regulation or contract (examples include but are not limited to the Gramm–Leach–Bliley Act (GLBA), Family Educational Rights and Privacy Act (FERPA), the Child's Online Privacy Protection Act (COPPA), the standards promulgated by the PCI Security Standards Council (PCI-DSS), Health Insurance Portability and Accountability Act (HIPAA), and their international equivalents (such Customer Data collectively, "Excluded Data"). CloudBees shall have no responsibility or liability for Customer's Excluded Data, except that in the event Customer notifies CloudBees that it has inadvertently provided CloudBees with Excluded Data, CloudBees will reasonably cooperate with Customer to return or delete such Excluded Data and will treat such Excluded Data as Customer's Confidential Information pending such return or deletion.

13. **Indemnification. Reserved**

14. **Third Parties.** Customer shall not use the Products on behalf of a Third Party. This Agreement benefits solely CloudBees and Customer, and their respective permitted successors and assigns, and nothing in this Agreement, express or implied, confers on any other person or party any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of this Agreement.

15. **Evaluation or Trial License.** THIS SECTION 15 OF THIS AGREEMENT APPLIES TO EVALUATION LICENSES OF THE PRODUCTS ONLY AND SUPERSEDES ANY CONFLICTING PROVISIONS OF THIS AGREEMENT AS APPLIED TO SUCH EVALUATION LICENSES. BY CLICKING THE "I ACCEPT" BUTTON, COMPLETING THE EVALUATION LICENSE REGISTRATION PROCESS OR USING THE PRODUCTS, CUSTOMER ACKNOWLEDGES THAT CUSTOMER HAS REVIEWED AND ACCEPTED THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO THIS SECTION 15. Subject to the terms of this Agreement, CloudBees grants to Customer a personal, non-exclusive, non-transferable, non-sublicensable, limited, internal license to install the Products and Documentation on computers owned or leased by Customer for a time-limited period, determined solely by CloudBees ("Evaluation Period"), solely to evaluate the features, functionality and performance of the Products and Documentation, but only in accordance with (i) the Documentation and (ii) this Agreement. This Evaluation License is strictly limited to internal evaluation and

testing or other non-production purposes only. Any other use of Products is prohibited. No individual may Use more than one Evaluation License of each CloudBees Product during the Evaluation Period. CloudBees may require the installation of specific CloudBees' solutions as a condition of Customer's Use of the Products. At the end of the Evaluation Period, the Products may cease to function. CloudBees does not provide any support or subscription services for the Products under the Evaluation. Customer has no rights to any updates, upgrades or extensions or enhancements to the Products developed by CloudBees, unless it separately purchases CloudBees subscription services. The term of this Agreement will begin on the date of Customer's acceptance of this Agreement pursuant to this Section 15 and end on the last day of the Evaluation Period. Unless stated otherwise on the specific Evaluation License registration form completed to get access to Customer's Evaluation License, the default term duration is fourteen (14) days. This Agreement may be terminated at any time by either party upon written notice to the other party. Upon termination or expiration of this Agreement, Customer will cease all use of the Products and Documentation and, upon CloudBees' request, certify to CloudBees that the Products and Documentation are no longer in use by or on behalf of Customer. Termination will not affect any claim, liability or right arising prior to termination.

16. **Termination.** In the event of termination of this Agreement due to material breach of an SOW for professional Services or Section 10 of this Agreement only, such termination shall not be effective as to any existing Order Forms until the expiration of the applicable Subscription Term for such Order Forms. In no event will termination relieve Customer of the obligation to pay any fees due to CloudBees under this Agreement.

17. **Effect of Termination.** All licenses will terminate immediately upon termination of this Agreement. Upon expiration or termination of a Subscription Term, the license to the applicable Product granted in Section 2 of this Agreement shall terminate immediately, and Customer shall immediately cease use of all such Products and Documentation, including its access to any SaaS Products. During the thirty (30) days following termination and subject to the payment of all fees owed under this Agreement, CloudBees will make Customer's Data available for export and download by Customer. In no event will termination relieve Customer of the obligation to pay any fees due to CloudBees under this Agreement.

18. **Warranty Disclaimer.** CloudBees warrants that the PRODUCTS, SERVICES, AND SUPPORT will, for a period of sixty (60) days from the date of your receipt, perform substantially in accordance with PRODUCTS, SERVICES, AND SUPPORT written materials accompanying it. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, THE PRODUCTS, SERVICES, AND SUPPORT ARE PROVIDED "AS IS." CLOUDBEES DOES NOT WARRANT THAT THE PRODUCTS, SERVICES AND

SUPPORT PROVIDED TO CUSTOMER UNDER THIS AGREEMENT WILL OPERATE UNINTERRUPTED, THAT THEY WILL BE FREE FROM DEFECTS, OR THAT THE PRODUCTS ARE DESIGNED TO MEET CUSTOMER'S BUSINESS REQUIREMENTS. CLOUDBEES DOES NOT MAKE ANY OTHER WARRANTIES, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, FITNESS FOR A PARTICULAR PURPOSE, OR NONINFRINGEMENT.

19. **LIMITATION OF REMEDIES.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY LOSS OF USE, LOST DATA, FAILURE OF SECURITY MECHANISMS, INTERRUPTION OF BUSINESS, OR ANY INCIDENTAL, INDIRECT, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES (INCLUDING WITHOUT LIMITATION LOSS OF PROFITS, GOODWILL) ARISING FROM THIS AGREEMENT, WHETHER UNDER THEORY OF CONTRACT, TORT, INCLUDING NEGLIGENCE, OR OTHERWISE, EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES IN ADVANCE.

20. **LIMITATION OF LIABILITY.** CLOUDBEES' TOTAL AGGREGATE LIABILITY FOR CLAIMS ARISING HEREUNDER SHALL BE LIMITED TO DIRECT DAMAGES CAUSED BY CLOUDBEES IN AN AMOUNT NOT TO EXCEED THE AMOUNT PAID BY CUSTOMER TO CLOUDBEES. The provisions of this Section allocate risks under this Agreement between Customer and CloudBees. CloudBees' fees for the Subscriptions reflect this allocation of risks and limitation of liability. The foregoing limitation of liability shall not apply to (1) personal injury or death resulting from Licensor's negligence; (2) for fraud; or (3) for any other matter for which liability cannot be excluded by law.

21. **STATUTE OF LIMITATIONS; JURY WAIVER. RESERVED.**

22. **Marketing Support. Reserved.**

23. **Compliance with Laws.** Customer agrees that Customer's Use of the Products will comply with all applicable laws. Customer represents and warrants that Customer is not (i) located or resident in a country or territory that is subject to comprehensive U.S. trade sanctions or other significant trade restrictions (including, without limitation, Crimea, Cuba, Iran, North Korea, and Syria) (collectively, the "Sanctioned Countries"); or (ii) identified on any U.S. government restricted party lists (including without limitation the Specially Designated Nationals and Blocked Persons List, Foreign Sanctions Evaders List, and Sectoral Sanctions Identifications List, administered by OFAC, and the Denied Party List, Entity List and Unverified List, administered by BIS) (collectively, the "Restricted Party Lists"). Customer further certifies that Customer will not, directly or indirectly, export, re-export, transfer or otherwise use the Products (nor any direct

product thereof) in violation of the Export Laws, or with any purpose prohibited by the same Export Laws, in any Sanctioned Country, to any person or entity on a Restricted Party List, or for any nuclear, chemical, missile or biological weapons related end uses.

24. **Amendments; Waivers.** No supplement, modification, or amendment of the terms of this Agreement shall be binding, unless executed in writing by a duly authorized representative of each party to this Agreement. No waiver will be implied from conduct or failure to enforce or exercise rights under this Agreement, nor will any waiver be effective unless in a writing signed by a duly authorized representative on behalf of the party claimed to have waived.

25. **Entire Agreement.** This Agreement is the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements and communications relating to the Products subscription, unless such terms and conditions are expressly stated as an amendment to this Agreement and duly signed on behalf of both parties.

26. **Force Majeure.** Excusable delays shall be governed by GSAR 552.212-4(f).

27. **Assignment.** Assignment shall be governed by GSAR 552.212-4(b) and GSAR 552.212-4(w)(1)(xi).

28. **Governing Law and Jurisdiction.** This Agreement is governed by Federal law and without regard to the United Nations Convention on the International Sale of Goods or the Uniform Computer Information Transactions Act (UCITA).

29. **Arbitration. Reserved.**

30. **CloudBees International, SA Governing Law, Venue, and Arbitration. Reserved.**

31. **Survival.** Sections 17 (Warranty Disclaimer), 18 (Limitation of Remedies), 19 (Limitation of Liability), 20 (Statute of Limitations; Jury Waiver), and, as applicable, Section 28 (CloudBees, Inc. Governing Law, Venue, and Arbitration) or Section 29 (CloudBees International, SA Governing Law, Venue, and Arbitration), shall survive any termination or expiration of this Agreement.

CloudBees Support and Maintenance Terms & Conditions

1. If CloudBees and Customer have entered into a separate written support agreement (**"Support Agreement"**) incorporating these CloudBees Support and Maintenance Terms & Conditions (**"Support Terms"**), then these Support Terms govern the delivery of Support Services provided by CloudBees to Customer.
2. If Customer and CloudBees have entered into a separate written agreement that incorporates these Support Terms and Conditions and licenses certain CloudBees Products identified on an Order Form (**"Software Subscription Agreement"**), then these Support Terms and Conditions and the additional Product-specific terms and conditions attached hereto and located at https://www.cloudbees.com/r/supportpolicies (**"Product-Specific Support Terms"**) govern Support Services for the Products identified in the Order Form. The Product-Specific Support Terms are hereby incorporated into these Support Terms as applicable for the CloudBees Products licensed by Customer under the Software Subscription Agreement.
3. Any capitalized terms not defined in these Support Terms shall have the meanings set forth in the Support Agreement or Software Subscription Agreement between CloudBees and Customer, as applicable. The terms and conditions of the applicable Support Agreement or Software Subscription Agreement shall prevail over any conflicting terms or conditions in these Support Terms. The terms and conditions of the Product-Specific Support Terms shall prevail over any conflicting terms or conditions in these Support Terms.
4. **Definitions**
   a. **"Maintenance Services"** means the bug fixes to correct issues affecting the functionality, reliability, stability, availability or security of Supported Products.
   b. **"Standard Business Hours"** means 8 AM until 6 PM from Monday to Friday in a timezone designated by the Customer in an Order Form, Support Agreement or Subscription Agreement. Any single time zone can be designated.
   c. **"Supported Products"** means the Products identified as Supported Products on an Order Form.
   d. **"Support Services"** are defined as CloudBees' response to Customer requests for diagnosis and resolution of issues with CloudBees' Products or Customer's Jenkins LTS deployments, and to Customer questions regarding CloudBees' Products or Jenkins features. CloudBees' obligations to provide the Support Services as set forth in these Support Terms depends on the applicable Support Level (e.g., Gold or Platinum) specified on the Customer's Order Form.

5. **Support Levels and Response Times**
    a. All Customer requests for Support Services (**"Support Request"**) by Customer will be logged, after which CloudBees will perform an initial diagnosis and determine as far as reasonably practical the source of any problem which may have led to the Support Request.
    b. For Support Requests that are logged during non-standard hours, all response times shall commence at the beginning of the next business day.
    c. The below table defines Support Request Priority Levels and the Guaranteed Response Times for the applicable Priority and Support Level for Support Requests for all products excluding Codeship. These Committed Response Times apply only to Support Levels Defined as including Committed Response Times.
    d. The Guaranteed Response Time for Codeship Support Requests are one (1) business day for all Support Levels Defined.

6. **Support Request Priority Levels and Response Times**

	Community (evaluation/trial software) Support Level	Gold Support Level	Platinum Support Level
Hours of coverage	As available	Standard business hours	Standard business hours (24x7 for Severity 1)
Support channel	Web & Email	Web & Email	Web & Email
Number of Cases	Unlimited	Unlimited	Unlimited
Guaranteed Response times	No guaranteed response	Initial and ongoing response	Initial and ongoing response
Severity 1	Best efforts	4 business hours	2 hours
Severity 2	Best efforts	4 business hours	4 business hours
Severity 3	Best efforts	8 business hours	8 business hours
Severity 4	Best efforts	2 business days	2 business days

To provide Customer with 24x7 coverage, Customer must identify a dedicated point of contact who will be available to CloudBees until the Support Request is resolved.

7. **Severity Levels Defined**

Severity 1 (Urgent)	Proven error of the Product in a production environment. The Product software is unusable, halts, crashes, or is inaccessible, resulting in a critical impact on the operation. No workaround is available.
Severity 2 (High)	The Product will operate but due to an Error in a production environment, its operation is severely restricted. No workaround is available.
Severity 3 (Normal)	The Product will operate with limitations due to an Error in a production environment that is not critical to the overall operation. For example, a workaround forces a user and/or a systems operator to use a time-consuming procedure to operate the system, or removes a non-essential feature.
Severity 4 (Low)	Due to an Error in a production environment, the Product can be used with only slight inconvenience. In addition, all product feature requests and general questions regarding product usage fall into this support level.

8. **Bug Fixing:**
    a. CloudBees will investigate incident reports concerning suspected problems with supported Products provided that (a) Customer sends CloudBees a written report, which includes evidence of the suspected Issue, and (b) the

incident can be reproduced or reasonably confirmed by CloudBees (**"Confirmed Issue"**).

b. CloudBees will use commercially reasonable efforts to promptly correct the Confirmed Issue or provide a workaround to permit Customer to use the Product substantially in conformance with the applicable Documentation.

c. CloudBees may request that the Customer run diagnostic scripts provided by CloudBees to determine whether their current deployment of supported Products conforms to documented system requirements for the supported Product. See the per-Product support policies at https://www.cloudbees.com/r/supportpolicies for specific up-to-date diagnostic requirements for each Product.

d. If Customer does not follow the diagnostic procedure specified for the supported Product, CloudBees has no further obligation to diagnose or fix the Confirmed Issue. If the Customer follows such procedures and CloudBees determines that there is an issue with the Customer's configuration, CloudBees support may recommend corrective action that the Customer must perform before CloudBees has any further obligation to diagnose or fix the Confirmed Issue.

e. If CloudBees suspects the Confirmed Issue results from interaction with another vendor's software or hardware product, CloudBees can require the Customer to open a support case with that vendor. If the Customer does not open the support case with the vendor, CloudBees has no further obligation to diagnose or fix the Confirmed Issue.

f. If Customer is not satisfied with the handling of the Confirmed Issue, Customer may pursue escalation procedures set forth in these Support Terms.

9. **RFEs (Requests for Enhancement)**

a. Any Customer request for functionality currently not documented as supported functionality of the Product will be classified by CloudBees as a Request for Enhancement (**"RFE"**).

b. All issues classified by CloudBees as RFEs will be forwarded to product management for triage.

c. CloudBees will review all incoming RFEs and triage them as soon as possible. Triage involves classifying the RFE as relating to a specific area of Product functionality and assigning it to a specific product manager responsible for that area.

d. Updates will be made to the Customer RFE to indicate when triage has been performed.

e. Product managers will routinely review trends in RFEs in their assigned areas and use that as input to identifying priorities for design and development.

f. RFEs will not be closed unless the product manager determines that the functionality already exists, in which case they will update support and support will ensure that the customer is notified.

g. RFEs may remain open for extended periods in areas that are not yet prioritized for active design or development.

h. Customers under platinum support may request a review with product management of their open RFEs.

i. There is no obligation on CloudBees' part to implement functionality requested through an RFE.

j. CloudBees may determine that there is a different solution to satisfy the underlying problem driving an RFE, in which case the Customer will be notified when that solution is delivered and their case will be considered resolved unless the Customer does not accept the solution and reopens the case.

k. CloudBees product management may contact customers with open RFEs in an area which they are scoping for potential design or development to get additional detail on the customers' needs or review potential solution. This is on a best efforts basis only.

10. **Escalation Procedures:**

a. Customer may escalate a Confirmed Issue by contacting `escalations@cloudbees.com` or requesting an escalation via the support portal. For escalated Confirmed Issues, an action plan will be developed by the CloudBees support team and communicated to Customer.

b. When an escalated Confirmed Issue has been resolved, the request for assistance will be considered closed upon the mutual agreement of the parties, such agreement not to be unreasonably withheld, delayed or conditioned. A Confirmed Issue of Severity 1 - 3 will not be considered resolved until one of the following activities has been completed:

i. a resolution to the Confirmed Issue is obtained to Customer's reasonable satisfaction;

ii. a computer software code change in the form of a patch or a new revision that corrects the Confirmed Issue without causing additional problems has been delivered to Customer, successfully installed and is working;

      iii.   a short term workaround is delivered and accepted by Customer, though such acceptance shall not absolve CloudBees from any obligation to provide a long term solution if required; or

      iv.   an engineering commitment is made, upon Customer's agreement, to correct the Confirmed Issue in a future release of the CloudBees Software.

11. **Excluded Services:**

    a. CloudBees has no obligation to fix Customer Issues or problems except for those expressly set forth in the foregoing Sections of this Support Agreement. Customer Issues or problems that CloudBees has no obligation to fix include the following situations without limitation:

      i.   Customer is using an unsupported distribution, version or configuration of an open source package for which Customer has support;

      ii.   Customer has a Support Agreement for a CloudBees Product only and the Confirmed Issue is with a deployment of an open source software distribution independently of the CloudBees Product;

      iii.   The CloudBees Product is not used for its intended purpose;

      iv.   The CloudBees Product has been altered, damaged, modified or incorporated into other software in a manner not approved by CloudBees;

      v.   The CloudBees Product is a release that is no longer supported by CloudBees;

      vi.   The software component is not listed as a supported component in the product documentation;

      vii.   The Confirmed Issue is caused by Customer's or a third-party's software or equipment or by Customer's negligence, abuse, misapplication, or use of the CloudBees Products other than as specified in the Documentation; or

      viii.   Fixing the Confirmed Issue would require changes to Customer's infrastructure or operating platform.

    b. If CloudBees determines that it has no obligation to fix the Confirmed Issue for one of the reasons stated above, the parties may, in their discretion, enter into a separate agreement authorizing CloudBees to provide professional services at a rate that is mutually agreed by the Parties.

12. **End of Life Policy:**

    a. Customer acknowledges that new features may be added to or removed from the CloudBees Products based on market demand and technological innovation. Accordingly, as CloudBees develops enhanced versions of its

Products, CloudBees may cease to maintain and support older versions or specific features of its Products. CloudBees will use commercially reasonable efforts to notify Customer in advance of a Product version or feature undergoing the transition from supported to unsupported status.

13. **Locked Version Support:**

   a. Locked Version support provides the customer with best effort troubleshooting by our support engineers, but it does not entitle the customer to any new software versions. If you are on a Locked Version support offering, as noted on your order form, the terms above regarding "Maintenance Services," "Support Services," and "Bug fixes" are limited to CloudBees providing commercially reasonable efforts at diagnosing an issue, identifying workarounds, or providing configuration changes, and there may be scenarios where support is unable to resolve a Confirmed Issue.

CloudBees Build Acceleration support policies

This page details the support policies specific to CloudBees Build Acceleration.

You can view the full CloudBees Support terms and conditions at: https://www.cloudbees.com/r/supportterms.

CloudBees Build Acceleration support, in a nutshell

Version Support: CloudBees supports each version of CloudBees Build Acceleration it makes generally commercially available. These versions are designated by the first digit after the dot, for at least eighteen month after general release. For example, if version 1.1 is released on January 1, 2014, it will be supported through June 30, 2015.

CloudBees CD/RO support policies

This page details the support policies specific to CloudBees CD/RO.

You can view the full CloudBees Support terms and conditions at: https://www.cloudbees.com/r/supportterms.

CloudBees CD/RO support, in a nutshell

Version Support: CloudBees supports each version of CloudBees CD/RO it makes generally commercially available. These versions are designated by the first digit after the dot, and are available for twelve months after general release. For example, if version 1.1 is released on January 1, 2022, it will be supported through January 1, 2023. For more information, refer to the CloudBees CD/RO release strategy below:

The CloudBees CD/RO release strategy is detailed below.

CloudBees is now delivering monthly long-term support (LTS) releases to enable our customers to deploy new CloudBees CD/RO capabilities into production environments at a faster pace.

For critical security vulnerabilities, CloudBees aims to release patches as soon as possible.

Long-term support (LTS) release

LTS releases are for `Major.Minor` versions (for example, 11.0 LTS, 11.1 LTS, etc.), supported for a maximum of 12 months, and identified by the LTS suffix. LTS releases are typically released every month.

CloudBees provides maintenance updates for only the latest rolling release.

Important: If a customer is running a LTS release more than one year old, CloudBees may require the customer to upgrade to a supported rolling release before diagnosing the issue.

Maintenance release (MR)

MRs typically contain defect fixes, patches for high and medium security vulnerabilities, and do not contain database schema changes. MRs are for Major.Minor.Maintenance versions (for example, 11.0.1, 11.0.2, etc.) and released as needed. MR releases are supported as long as their parent LTS Major.Minor version is actively supported.

Note: Fixes for high and medium security vulnerabilities will be included in the next maintenance release, as appropriate.

Hotfix release (HR)

HRs are released on an as-needed basis to address specific customer situations, such as critical defects that can cause production outages, critical security issues, or issues that have a severe negative impact on customers. For critical security vulnerabilities, CloudBees aims to release a hotfix patch as soon as possible. HRs follow the Major.Minor.Hotfix version number convention (for example, 10.2.3, 11.0.3, etc.) and can be made available on any supported LTS release or MR, as needed. Typically, the next MR or LTS release will absorb these changes to allow customers to move past the HR by upgrading to a later version.

CloudBees CI support policies

This page details the support policies specific to CloudBees CI on modern cloud platforms and CloudBees CI on traditional platforms.

You can view the full CloudBees Support terms and conditions at: https://www.cloudbees.com/r/supportterms.

CloudBees CI support, in a nutshell

- Only CloudBees-certified plugins are supported on CloudBees services based on the Jenkins core.
- You must have installed the Support Core plugin.
- CloudBees CI is delivered as multiple software packages for the different services required for a CloudBees CI deployment and for different platforms.
- You can expect the various CloudBees CI packages to provide services that run in a Jenkins-core based runtime, and also services that run in other runtimes.
- You can expect CloudBees to independently ensure that fixes to critical security issues and bugs affecting its customers are included in each monthly release of its Jenkins-based packages, even if they have not yet been incorporated into the community Jenkins release.
- CloudBees will generally, but not always, release all packages monthly within n days after Jenkins-core LTS community releases.
- You can expect any Jenkins-core runtime based service packages to incorporate all new features, bug and security fixes from the most recent Jenkins-core Long Term Support (LTS) release.
- CloudBees reserves the right to release other CloudBees CI packages on a different schedule in the future.

How to get support

1. Install the Support Core plugin.
2. Generate a support bundle.
3. Submit a Support Request through the Support portal.
4. In the Support Request, specify an offering of CloudBees CI for the appropriate platform.
5. Provide any additional requested information.
6. Attach the Support Bundle you generated in the first step.

What you should expect next

After you submit a support issue, here's what should happen next:
1. You'll receive an automated email indicating that CloudBees has received your support request.
2. Depending on the priority level of your issue, you'll be contacted by a CloudBees employee within the target response time.

CloudBees Privacy Policy

I. What CloudBees does

CloudBees ("CloudBees", "We", "Us", "Our") is a for-profit vendor of software solutions, primarily sold to organizations. We generate our revenue by charging for the functions and value of the solutions that we offer to our customers ("Customers", "You").

CloudBees is not in the business of collecting or monetizing personal information for its own self, such as for use in advertising.

II. How we use personal information

We respectfully use appropriate personal information in order to market, sell, deliver, and support the solutions that we offer.

We do not collect personal information that is not necessary for the marketing, selling, delivery, and support of our solutions, such as demographic, biometric, medical, social information.

We do not sell or share with 3rd parties the information that we collect, except sharing of information with limited reputable partners involved in the direct selling of our solutions and for the specific purpose of selling our solutions, and with vendors who provide to us information management solutions used by us under our control.

We use standard industry practices to maintain the confidentiality and security of the information we collect.

The specific information that we collect and how we use it reflects the nature of your relationship with us.

Customers

If you are a prospective or current customer of CloudBees, we:

- Ask for your contact information in marketing and product registration forms in order to promote and provide our solutions to you
- Create a contact record for you in our customer relationship management (CRM) and product systems
- Ask for and store the explicit information about your product interests, such as through marketing forms

- Obtain your business identity and profile from business directories (such as LinkedIn) for marketing purposes, even if you have not provided that information to us directly
- Send to you by email information about our solutions
- Contact you by phone for sales assistance and customer support
- Set browser cookies on our web properties in order to recognize you as a repeat visitor and to provide you with access to our solutions
- Capture your browsing history on our web properties to understand your interest in our solutions
- Capture the history of the emails we send to you in order to better provide to you information about our solutions
- Capture email, chat, phone conversations between you and our sales and support representatives in order to understand your interest in our solutions and to better provide information about them
- Capture how you use the technical functions of our products
- Share your information with limited reputable partners who sell our solutions on our behalf or provide to us information management solutions used under our control
- Retain all collected information indefinitely unless there is a compelling reason to delete it

III. CloudBees is a data Controller but not a data Processor according to GDPR

CloudBees is not a Processor of personal information according to GDPR (European Union General Data Protection Regulation). Our systems, employees, and affiliates do not access personal information collected by our customers even when that information may be contained in customer applications managed using CloudBees solutions under the control of customers.

CloudBees is a Controller of limited non-sensitive personal information according to GDPR, for the expressly legitimate purposes of direct marketing, selling, delivering, and supporting our solutions.

IV. Your personal rights and abilities

Not provide your personal information

You do not have to provide to us your personal information if you do not intend to have a business relationship with us.

If you are interested in obtaining resources on our website that are protected by a registration form, you can provide a business email address, an alternative personal email address (used only to communicate with businesses), a single-use ("burner") email address, a fake email address. We encourage you to provide your real identity to us as a reputable business, so that we can offer to you our solutions. But you can still obtain our public resources if you prefer to remain anonymous to us.

If you are interested in using our free solutions that require registration, you can provide a business email address or an alternative personal email address (used only to communicate with businesses). A valid email address is required in order to use our solutions.

Know if and why we have a record for you

You can request us to tell you if we have a record for you, for any of your identities (email addresses), and what information we have for you.

You can request us to tell you why we have a record for you.

Object to our capture of your personal information

You can express your objections to any part of how we handle your information and expect an explanation of it from us.

Correct or delete your personal information

You can request us to correct your information (such your name, phone number, address). You can also request us to delete your information in our records that is not necessary for us to provide a service to you (such as your personal phone number) or to adhere with laws.

Export your personal information

You can request us to provide to you an export of the information we have for you, if it is technically feasible for us and if this information is essential for you.

Prevent tracking of your website activities

You can prevent our tracking of your web activities on our websites by disabling cookies, clearing cookies, and through other privacy controls built into web browsers.

Opt out from our marketing and selling to you

You can request that we do not contact you for the purpose of selling our solutions.

V. Our business needs and obligations

Adhere to laws

We will follow all applicable national and local laws that may require us to collect and retain personal information.

Fulfill our contracts

If you interact with us as a representative of an organization, our obligations to the organization (such as a contract to deliver a solution) may override your individual preferences. For example, our contract with your organization may require that we retain full records of all conversations between us and the organization's employees even if those conversations may contain information of personal nature.

Capture and retain records of business contacts

As a business, we have a need to capture and retain the basic identities (name, email address, employer) of all people who have interacted with us in business matters.

Capture and retain records of business transactions

As a business, we have a need to capture and retain to the fullest extent the contractual, financial, and service transaction records, such as order forms, billing records, product configuration changes, service requests and cases.

Capture and retain records of business conversations

As a business, we have a need to capture and retain the conversations (emails, chats, cases, comments) by all people who have interacted with us in business matters.

Capture product use activities

As a business, we have a need to capture how our products are used at a granular level, for the purpose of understanding their performance, value and how to improve them.

Contact account contacts and product users with important or relevant information

As a business, we have a need to provide product information to our users for multiple purposes, such as to ensure the correct use of our products or to promote new features and functionalities.

VI. Our obligations to you and expectations of you

You should expect that we:

- Are respectful of your desire to protect your privacy
- Do not collect the information that we do not need in order to offer our solutions to you, as could be reasonably expected (such as your social, biometric, and other non-business information)
- Are considerate in our communication with you

- Can provide to you an explanation for why we have collected or are using your information
- Keep your information secure and confidential
- Do not sell or trade your information

On our part, we expect that you:

- Understand that we seek to sell our solutions to organizations and individuals who demonstrate interest in or a potential need of them
- Understand what we have regulatory and contractual obligations in our handling of personal information (such as to your employer if you are representing an organization)
- Protect your privacy as is possible through means under your own direct control, such as through browser privacy settings and not providing your personal information to us if it is not necessary

VII. How to contact us regarding privacy matters

If you are a customer of CloudBees - for a paid, free, or trial version of any of our products - you should contact the CloudBees Customer Support.

If you are not a current customer of CloudBees, but have concerns about privacy in relation to CloudBees, you can contact us at privacy@cloudbees.com.

We will respond either with the information and actions that you have requested, or with an explanation of why we cannot perform it as requested, or with questions to you to confirm or clarify your request.