

RUNDECK ENTERPRISE PLATINUM SUPPORT POLICY

Effective June 10, 2022

This Rundeck Enterprise Platinum Support Policy (“Policy”) describes the support services available from PagerDuty, Inc., publisher of Rundeck Enterprise Software (“Rundeck Enterprise”) to Customers (each a “Customer”) who have purchased licenses to Rundeck Enterprise Software that includes Platinum support services pursuant to an accepted order form and the applicable Terms of Service or alternatively a valid, signed agreement that governs between the parties (as applicable, and along with the order, the “Agreement”). In the event of a conflict between the terms and conditions of this Policy and the Agreement, the Agreement will govern and control.

1. **Definitions.** Capitalized terms used in this Policy are defined as follows:
 - 1.1. **“Order”** means a valid purchase order for Rundeck Enterprise Software submitted by Customer to PagerDuty that, once accepted by PagerDuty, expressly entitles Customer to Platinum Support Services. All Orders must correspond to a valid PagerDuty quote.
 - 1.2. **“Documentation”** means the end user or technical documentation provided by PagerDuty for use with the Supported Software as made available at <https://docs.rundeck.com/docs/>. Advertising, marketing materials, mailing lists, and other forms of public communication are not “Documentation.”
 - 1.3. **“Eligible Users”** has the meaning as described in Section 2.2 of this Policy.
 - 1.4. **“Error”** means a reproducible error or malfunction in the Supported Software that causes it not to operate in accordance with its Documentation.
 - 1.5. **“Severity”** means the problem level of each Error incident. “Severity 1” is an emergency production situation where the Supported Software is totally inoperable or fails catastrophically and there is no workaround; “Severity 2” is a detrimental situation, without workaround, where performance degrades substantially under reasonable usage causing a severe impact on use; “Severity 3” is where the Supported Software is usable but does not provide a function in the most convenient manner; and “Severity 4” is a minor problem or documentation error.
 - 1.6. **“Support Services”** has the meaning as described in Section 2.1 (“Scope of Support Services”).
 - 1.7. **“Supported Software”** means authorized copies of Rundeck Enterprise software licensed under the terms of the Agreement. Open source versions of Rundeck software are not supported.

- 1.8. **“Update”** means new versions of Supported Software including Error corrections, fixes, workarounds or other maintenance releases made generally available by PagerDuty to licensed Customers at no additional charge. Updates are incorporated into and released only with the most recent version of Supported Software.

2. **Support Services.**

- 2.1. **Scope of Support Services.** Support Services consists of consultation via telephone, email, and limited remote access (if requested) to: (a) answer questions and provide guidance regarding the installation, extension, and operation of Supported Software; (b) attempt to identify causes of suspected Errors in the Supported Software; (c) provide suggested procedures for working around identified Errors, when reasonably available; (d) provide example or template code, if available, for Customer’s engineers to follow, such software being provided subject to the terms and conditions of the Agreement; (e) provide architecture and best practices advisement; (f) answer questions regarding Documentation and similar matters; and (g) provide Updates if and when available.
- 2.2. **Eligible Users.** Customer will designate, in writing, authorized employees eligible to receive Support Services. Email notice is acceptable when sent to support@rundeck.com. The number of authorized employees eligible to receive Support Services is stated in Customer’s Order. Customer may change Eligible Users at any time during the Support Term upon notice to PagerDuty. If an Eligible User is changed or added, the newly authorized employee is not eligible to receive Support Services until seven (7) days after notice of the Eligible User change has been provided by Customer to PagerDuty.
- 2.3. **Hours of Availability.** Support Services are available Monday through Sunday, 24 hours per day, to Eligible Users for a Customers entitled to Rundeck Enterprise Platinum Support.
- 2.4. **Target Response Times.** PagerDuty will respond to properly submitted requests for Support Services as follows:
 - (a) For Severity 1 Errors, PagerDuty will respond within one (1) hour and will continue to work on the request until the Error is resolved or a workaround is in place;
 - (b) For Severity 2 Errors, PagerDuty will respond within two (2) hours and will continue to work on the request until the Error is resolved or a workaround is in place;
 - (c) For Severity 3 Errors, PagerDuty will respond within twenty-four (24) hours, and use commercially reasonable efforts to resolve the Error in the next available Update;
 - (d) For Severity 4 Errors, PagerDuty will respond within three (3) days, and consider addressing the Error in the future as a low priority item.

- 2.5. **Language.** Support is available only in the English language.
- 2.6. **Versions and Time Restrictions.** Support Services will only be provided for versions of the Supported Software that are, at the time support is requested, less than twelve (12) months old, provided that there is an Update version of the Supported Software less than twelve (12) months old, otherwise only the most recent version is supported.
- 2.7. **No Support for Third-Party Software or Systems; Modifications.** Customer is only entitled to Support Services for Supported Software as described in Section 2.6 (“Versions and Time Restrictions”). At PagerDuty’s sole discretion, usage recommendations or general advisement may be provided for software other than Supported Software. No Support Services will be provided for third-party software. PagerDuty is not responsible for resolving Errors caused by Customer’s systems or other software in use, or for Errors caused by Customer’s modification of the Supported Software.
- 2.8. **Excluded Services.** Support Services do not include on-site services, the installation of any software patches or Updates, data recovery, error correction, writing automation code, scripting, software customization, formal training sessions, or any services other than those specifically described in Section 2.1 (“Scope of Support Services”). Subject to availability, Customers may separately purchase other services from PagerDuty at then-current terms and prices.
- 2.9. **Remote Access.** Upon request and without charge, Customer may provide PagerDuty with reasonable access to the Supported Software as requested by PagerDuty for diagnostic and support purposes, including remote access when available. Such access will involve the Supported Software only, and CUSTOMER AGREES NOT TO SEND OR MAKE AVAILABLE ANY OF CUSTOMER’S DATA OR CONFIDENTIAL INFORMATION OF ANY SORT DURING SUCH REMOTE ACCESS. Customer may choose not to provide PagerDuty with access to the Supported Software, however in doing so Customer acknowledges that limiting or restricting access to the Supported Software may prevent or limit Pagerduty from providing Support Services in a timely and commercially satisfactory manner.
- 2.10. **Other Restrictions.** Customer may only use Support Services for its own internal use, and may not make Support Services provided by PagerDuty available for the use or benefit of any other party.
3. **Term.** Support Services are provided for the same subscription term as Supported Software unless specified otherwise in the applicable Order.
4. **Fees.** All Support Services are conditioned upon Customer’s timely payment of the applicable Fees as detailed in Customer’s Order. Unless otherwise specified in the Order, Fees are based on an annual term with Fees due in advance. PagerDuty may suspend or terminate Support Services if timely payment is not received.

5. **Amendments.** PagerDuty may amend this Policy at any time on thirty (30) days' notice by posting the amended terms or notifying Customer's Eligible Users by email.

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

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