1.   **Mirantis Subscription Services**. Mirantis Subscription Services include access to Mirantis Software and Mirantis Support with the Level and Response purchased by Customer on a per Unit basis as described in Table 1, Mirantis Software and Units, for a defined term.

Table 1, Mirantis Software and Units

Software	Unit
Mirantis Cloud Platform ("**MCP**") Software	"**Node**" means a two-socket computer system with a single motherboard on which all or a portion of MCP Software is installed or executed.
Mirantis Application Platform ("**MAP**") Software	"**Service Instance**" means any application runtime, virtual machine, container, Kubernetes pod, or server host.

Mirantis will use commercially reasonable efforts to provide Customer with the Mirantis Support Level and Response for the Configurations, Packages, and Release Support described below when a Customer submits a proper support ticket for any outage, failure, issue, or problem with the Software (each, an "**Issue**"). Any unauthorized use of Subscription Services is a material breach, such as (a) only purchasing or renewing Units based on some, but not all, of the total number Units, (b) providing or using Subscription Services to or for third parties, or (c) using Subscription Services to support or maintain any software without purchasing Subscription Services for each Unit of such software.

2.   **Mirantis Portal, Software, and Documentation.** Subscription Services include access to the Mirantis Portal, Software, and Documentation as provided below.

2.1.   **Mirantis Portal.** Mirantis hereby grants to Customer a non-exclusive, non-transferable, and limited right, during the Mirantis Subscription Services term, to access and use the Mirantis Portal for Mirantis Support and to download Documentation. Mirantis Portal may be accessed and used solely by authorized users with valid user IDs granted to Customer by Mirantis as provided below and associated passwords. Customer agrees to use the Mirantis Portal, Software, and Documentation in accordance with all applicable laws, rules and regulations. To access and use the Mirantis Portal, Customer must register with Mirantis. Customer agrees to provide Mirantis with accurate, current, and complete information when registering and update such information when any of the information changes. As part of the registration process, Customer will be required to designate the authorized user(s), provide their respective names, titles and contact information, and obtain a user ID and password for each. Each authorized user must use his or her own user ID, and Customer will not permit any person to use a user ID unless it is his or her own user ID. Customer may change, add or remove its authorized users by written notice to Mirantis and obtain a user ID and password for each new authorized user. Customer hereby acknowledges and agrees that (a) it bears sole responsibility for protecting the user IDs and passwords; (b) it will not provide any user ID or password to any third party; and (c) it will remain fully responsible for any use of the Mirantis Portal accessed through its user IDs.

2.2.   **Software.** MCP Software and MAP Software include Open Source Components and Mirantis Hardened Packages in the Standard Configuration at docs.mirantis.com provided during deployment or downloaded using Mirantis website(s). "**Open Source Components**" are open source and other software programs originating from third parties that are provided to Customer under the applicable license agreement, which may be in the header file of each software component ("**Open Source License**") (e.g. Ceph, OpenContrail, DriveTrain, and StackLight). "**Mirantis Hardened Packages**" are the set of packages that include the upstream OpenStack, Kubernetes, or Spinnaker projects with defect fixes, and /or other components. Open Source Components and Mirantis Hardened Packages are provided as follows:

2.2.1. **Open Source Components.** Customer acknowledges and agrees to the terms and conditions in each Open Source License. To the extent there are any conflicts between any terms of the Agreement and any terms of the respective Open Source License, such conflicting terms will not apply. In the event any fees are charged by Mirantis in connection with the Software, such fees do not apply to any Open Source Components for which fees may not be charged under the applicable Open Source License.

2.2.2. Mirantis Hardened Packages. Mirantis hereby grants to Customer a perpetual, worldwide, non-exclusive, non-transferable, and royalty-free license, under Mirantis' copyrights, to reproduce, prepare derivative works of, install, and use only within Customer's enterprise for internal production use, in accordance with the applicable Documentation, and on a number of Nodes that does not exceed the number of Nodes for which Customer has paid the applicable Fees. In the event the foregoing conflicts with the applicable Open Source License, such Open Source License shall prevail.

2.3. Documentation. Documentation is made available under the terms and conditions of the Creative Commons Attribution-ShareAlike 3.0 license at http://creativecommons.org/licenses/by-sa/3.0/legalcode, or as set forth in the particular materials.

3. MCP Evaluation Software. MCP Evaluation Software is a subset of MCP Software that may be downloaded from Mirantis website(s). Customer may use up to 10 Nodes, as provided in Section 2.2, for the sole purpose of evaluating and testing the MCP Evaluation Software. Mirantis has no obligation to provide any support, maintenance, error correction, bug fix, new release, upgrades, updates or modifications to or for Software or Documentation for any evaluation use.

4. Mirantis Support

4.1. Supported Configurations and Packages. Mirantis Support is available:

4.1.1. For (i) Mirantis Software Issues that pertain to the functionality of and used exclusively for the purpose of maintaining an Mirantis Software environment that conforms with the HCL (for MCP Software), Mirantis Reference Architecture, and Standard Configuration at docs.mirantis.com; (ii) Mirantis Software components for OpenStack services, Kubernetes, and Spinnaker services available for Customer workloads and applications (e.g. Nova, Cinder, Ceph, OpenContrail); and (iii) Mirantis Software components (e.g. StackLight, MySQL) pertaining to the functionality of an Mirantis Software environment.

4.1.2. To assist with resolving functionality Issues experienced by Customer that deviate from Mirantis documented behaviors in the form of workarounds, bug fixes, or patches for components included in Mirantis Software.

4.2. Open Source Component Updates. Open Source Components (e.g. the host operating system, hypervisor, MySQL database, RabbitMQ messaging server) will receive updates, if or when available, and if such updates pertain to the functionality of the Customer's Mirantis Software environment. For Non-Mirantis Software Issues that relate to the operation of Mirantis Software, Mirantis Support will analyze the Issue and recommend a fix or workaround to the Customer.

4.3. Health Metrics. Health Metrics include time series; OpenStack service for MCP Software and Spinnaker service for MAP Software log-based availability monitoring; alerting and metrics collection of the controllers and all compute and storage nodes; and monitoring, metrics collection, and alerts on the following components and services which are anonymized, collected, and utilized by Mirantis to provide Subscription Services:

    a. Operating System metrics;
    b. MySQL metrics;
    c. RabbitMQ metrics;
    d. HAProxy metrics;
    e. OpenStack services metrics (Nova, Keystone, Cinder, Glance, Neutron, Heat, and Ceilometer);
    f. Kubernetes services metrics; and
    g. Ceph metrics.

For MCP Software, Health Metrics follow a continuous service improvement cycle through which service and component alerts are continuously tuned and adjusted to assist with cloud lifecycle changes; and may be available for up to 6-months after collection using Operations Support Systems ("**OSS**"), depending upon available storage.

4.4. Support Exclusions. Mirantis Support does not include (i) assistance with modified packages, unsupported functionality (e.g. does not conform with the Mirantis Reference Architecture or Standard Configuration), code development, system design, network design, or architectural design; (ii) performance tuning and optimizations unless an Issue prevents the operation of Mirantis Software; or (iii) providing guidance or instructions for upgrading components to non-supported versions of Mirantis Software.

4.5. Release Support. Mirantis will make commercially reasonable efforts to provide Full Support or Limited Support for releases of Mirantis Software provided with the general availability ("**GA**") releases of Mirantis Software, for the periods as shown at https://software.mirantis.com/releases/#supported. "**Full Support**" means access to Mirantis Software updates, patches,

bug fixes, and / or workarounds, if and when available, to help enable Mirantis Software to operate as described in the Documentation. "**Limited Support**" means bug fixes or workarounds, if and when available, to enable Mirantis Software to operate as described in the Documentation. Limited Support does not include scheduled Mirantis Software updates. If an Issue requires an Mirantis Software update or upgrade, Customers will be asked to upgrade to, or deploy, a Full Support version of the Mirantis Software, software package or version of software package. Technical workarounds may be limited or not possible with Limited Support. Mirantis Support does not cover community releases, OpenStack Experimental Features, or non-GA releases, including release candidates. Mirantis Support does not cover software releases of packages after the end of the periods as shown at https://software.mirantis.com/releases/#supported.

4.6. **Levels and Response**. Mirantis will provide the level of support purchased by Customer. This Section, including Table 4.6, Levels and Response, describes the levels of support and response for Subscription Services.

Table 4.6, Levels and Response

	OpsCare		ProdCare		LabCare	
Support Hours	24 hours x 7 days a week		24 hours x 7 days a week		9 a.m. - 5 pm., Monday - Friday[1]	
# of customer contacts	10		10		3	
# of incidents	Unlimited		Unlimited		Unlimited	
Access to new versions	Yes		Yes		Yes	
Response Guidelines	**Initial Response**	**Status Updates**	**Initial Response**	**Status Updates**	**Initial Response[1]**	**Status Updates**
Severity 1 (Critical Impact)– A Severity 1 Issue occurs when there is a continued system outage. The system is down and non-functional due to the problem and no procedural workaround exists.	15 min (must be reported by phone)	1 hour	1 hour	1 hour	4 hours	1 hour
Severity 2 (High Impact)– A Severity 2 Issue occurs when there is a sporadic system outage or a problem that is consistently encountered with significant impact to functionality.	1 hour	4 hours	2 hours	4 hours	8 hours	Daily
Severity 3 (Medium Impact) – A Severity 3 Issue occurs when there is a problem that affects the functionality or features of Customer's Mirantis Software environment but there is no impact to critical functionality.	4 hours	2 business days	4 hours	Weekly	24 hours	Every 2 weeks
Severity 4 (Low Impact) – A Severity 4 Issue occurs when there is a problem that leads to minor loss of functionality or where affects the functionality of a particular feature of the system. Severity 4 Issues may also include information requests, feature requests and cosmetic fixes.	8 hours	Weekly	8 hours	Monthly	48 hours	Quarterly

Note 1: Support Hours in the time zone in which the MCP Software control plane or MAP Software, as applicable, is installed or the primary location of usage if installed in multiple time zones.

4.7. Support Process. Resolution(s) for an Issue that result in software code enhancements will be regression tested by Mirantis and new test cases will be developed, where applicable. Final resolutions to Issues will be provided in the form of an operational recommendation and/or a patch. To the extent applicable, Customer acknowledges and agrees that Mirantis will use commercially reasonable efforts to contribute enhancements, patches, or other functional developments back to the applicable open source development community upstream; however, some of the fixes may take time to propagate upstream and the that community may not accept any such contributions. Mirantis does not warrant or guarantee that a solution to an Issue can be found within a certain time period or whether there is a solution at all.

4.8. OpsCare. OpsCare support level includes access to managed subscription services providing operations and management in Attachment 1 to Exhibit A, OpsCare, if not attached, at https://www.mirantis.com/company/agreements/.

5. Submission of a Support Ticket.

5.1. Submit a Ticket. To receive Mirantis Support, Customer must submit a support ticket through the Mirantis Portal at http://support.mirantis.com or by contacting Mirantis at +1 (925)-808-3835. Mirantis encourages the open development of OpenStack, Kubernetes, Spinnaker, and other Open Source Components enhancements and fixes, and therefore, and Customer hereby agrees that, all Issues relating to open source community projects will, by default, be open and available to the applicable open source communities.

5.2. Support Ticket Requirements. When submitting a support ticket, Customer must provide a description of the Issue and other relevant information that will assist Mirantis in solving the Issue, such as:

- System hardware (for MCP Software) and software configuration, including precise product version numbers and release configuration information;
- Symptoms of the problem, including end user impact;
- Steps taken to reproduce the problem;
- Conditions under which the problem can be reproduced;
- Any attempts at resolution or progress that has been made toward resolution;
- Any workarounds that exist to reduce the severity of the problem;
- The suspected root cause of the problem;
- Customer's assessment of the impact caused by the Issue on Customer's environment;
- Customer's diagnostics information (e.g. log files); and
- Customer selected "Severity" when submitting a support ticket to Mirantis. Following the submission, Mirantis and Customer may reclassify the severity level depending upon the impact of the Issue experienced by Customer.

Support ticket submissions that are missing any of the critical elements described above will limit the ability of Mirantis to assist in the prompt resolution of an Issue. If relevant information is not provided, Mirantis will inform Customer of what specific information is needed before any work will commence on the Issue.