

**IMPORTANT NOTICE:** *On November 12, 2019, Mirantis, Inc. (“Mirantis”) acquired the Docker Enterprise platform business assets from Docker, Inc. The text below represents the wording effective on November 12, 2019 which is binding between You and Mirantis if your order form or other document related to Your purchase or use of Docker Enterprise products incorporate the terms with a reference to <https://www.docker.com/legal/subscription-services>.*

# Subscription Services

## 1. Software Subscription Services

For each software subscription that you purchase, Docker provides you one or more of the following benefits:

- Access to the Supported Software.
- Access to updates, upgrades, corrections, security advisories and bug fixes for the Supported Software, if and when available.
- Access to Support for assistance resolving issues relating to Supported Software as described below.

### 1.1 Definitions

“Software Subscription Services” means the standard support and maintenance services and software updates provided by Docker for the Supported Software.

“Support” means the base level technical support services included as a benefit of a software subscription and delivered by Docker Global Support subject to the terms and conditions herein.

"Supported Platforms" means the platforms that are listed on this support page.

"Support Contact(s)" is a person authorized by you to open support requests and/or contact Docker support personnel.

"Supported Software" means the Docker or third party software identified on the Order Form as software for which Docker or its authorized resellers agree to provide Subscription Services to Customer. For purposes of clarity, Supported Software may include Licensed Software and/or identified versions of Open Source Software with respect to which Docker agrees to provide updates, patches and hotfixes to the customer.

"Major Releases" (X.y.z) are vehicles for delivering major and minor feature development and enhancements to existing features. They incorporate all applicable Error corrections made in prior Major Releases, Minor Releases, and Maintenance Releases.

"Minor Releases" (x.Y.z) are vehicles for delivering minor feature developments, enhancements to existing features, and defect corrections. They incorporate all applicable Error corrections made in prior Minor Releases, and Maintenance Releases.

"Maintenance Releases" (x.y.Z) are vehicles for delivering Error corrections that are severely affecting a number of customers and cannot wait for the next major or minor release. They incorporate all applicable defect corrections made in prior Maintenance Releases.

### 1.2 Software Access and Software Maintenance

Software Access and Software Maintenance are generally provided to you through a Docker-hosted delivery mechanism such as the Docker Hub.

During the life cycle of Supported Software, the scope of Software Maintenance and Support evolves and, after a period of time, we discontinue Software Maintenance and Support for older versions of Software. The details of the Software Maintenance life cycle for specific Docker products, including Major, Minor and Maintenance release schedules, are set forth on this [support page](#).

### 1.3 Support from Docker

To access and use Support, you must provide Docker with sufficient information to validate your entitlement to the relevant Support. The scope of the Support is based on the level (for example, Email Support, Business Day Support or Business Critical Support) and type of Subscription Services you purchased.

We do not provide support for Supported Software that (a) you (or a third party) have modified or recompiled, or (b) is running on a platform that is not a Supported Platform. You are responsible for testing the Supported Software before deploying it in your environment. You should also backup your systems on a regular basis and have those backups available if needed for support purposes.

Docker will use commercially reasonable efforts to provide Support in accordance with the guidelines shown in Table 1.5 below.

Support is provided in the English language. Docker's Support telephone numbers and local standard business hours ("Standard Business Hours") are listed on this [support page](#).

### 1.4 Support from Docker Authorized Business Partner

Some customers obtain support for the Supported Software from a Docker Authorized Business Partner, in which case the Business Partner provides support to you and not Docker. Sections 1.5 - 1.6 apply to you only if you have purchased Subscription Services provided by Docker. If you have purchased Subscription Services with support provided by a Business Partner, Sections 1.5 - 1.6 do not apply to you and you should work with your Business Partner to obtain support services.

### 1.5 Service Level Guidelines

Support is available in one or more of the following support levels, depending on the Docker Product: Email Support, Business Day Support or Business Critical Support, as shown in the table below.

After the Initial Response, Docker will provide status updates on the issue until (i) the issue is resolved; (ii) the issue is downgraded to a lower Priority Level (in which case status updates will be provided in accordance with the update guidelines applicable the new Severity Level); or (iii) the parties agree on an alternative update schedule.

Docker [support services levels can be found here](#).

### 1.6 Support Contacts For the Software Subscriptions

You may contact Docker through your designated Support Contacts. You may designate up to the number of contacts described in Table 1.5 based on the number of Email, Business Day and Business Critical software subscriptions you have purchased. We will provide Subscription Services to you solely by communicating during the Hours of Coverage with the individual Support Contact(s) you appoint. For Business Critical Support, in order to receive 24x7 coverage for Severity 1, you must provide a dedicated point of contact who will be available until the issue is resolved.

You may change your designated Support Contacts by notifying us in writing and giving us five business days to process the change. The Support Contacts should have "read and write" access to the necessary files, English language communication skills and relevant technical knowledge.

## Add-On Subscription Services

## 2. Docker Premium Support Subscription Service

“Docker Premium Support” or “Premium Support” means the add-on subscription service for your underlying software subscription that provides you access to a Technical Engagement Engineer on an annual basis. Premium Support is distinct from Support but is only available to those who already have Support.

You may elect to purchase a Docker Premium Support Subscription as an add-on subscription to the software subscription described above. A Docker Premium Support Subscription gives you access to the benefits of Docker Premium Support set forth below for a term of one (1) year unless otherwise agreed by Docker and Customer.

Docker Premium Support is delivered by a Technical Engagement Engineer (TEE), who serves as your point of contact for Docker Support. Your TEE should act as an extension of your team and will lead regular communications to discuss and review open issues, feature requests, product bugs and customer plans.

In consideration for the Docker Premium Support Subscription you will pay Docker the fees set forth in the applicable Order Form. Docker will invoice you up front for the Premium Support. You will pay all invoices issued by Docker in full within thirty (30) days of the date of each invoice, without setoff, counterclaim, or deduction of any kind.

**A. Docker Premium Support Benefits.** A Docker Premium Support Subscription entitles you to:

- A designated TEE that will be familiar with your environment and team, will oversee your Docker support experience, and drive issue resolution. Your TEE will engage Docker subject matter experts on your behalf when needed.
- Regular review calls every two weeks to align priorities on existing issues, and efficiently drive resolution, as well as discuss future plans, including upgrades and new deployments.
- Proactive customer guidance to work with you to document upgrade plans, review upgrade processes, new deployment plans and new deployment processes.
- Assistance with feature requests by way of advocacy through your TEE's participation in Docker's Voice of the Customer Program.
- Root Cause Analysis (RCA) at your request should there be a failure of Supported Software that leads to a production impacting critical event.
- Critical Situation Management through your TEE to work with the Docker Escalation Management team, Docker Engineering, and other Docker resources to guide and resolve 'CritSit' events.
- The Premium Support Newsletter which is delivered monthly and includes the latest information on Docker updates that are relevant to your deployments.

**B. Docker Premium Support Regional Coverage.** Docker Premium Support is limited to the following regions: AMER (North and South America), EMEA (Europe, Middle East, Africa), and APAC (Asia-Pacific). The specific supported region shall be mutually agreed upon by you and Docker upon initiation of Docker Premium Support. Each TEE is limited to covering a single region. You may purchase additional Docker Premium Support subscriptions for additional regional coverage.

**C. Docker Premium Support Customer Team Coverage.** Docker Premium Support is limited to a specific division, group, line of business or team within your organization. The specific division, group, line of business or team will be identified and agreed to by Docker and you upon initiation of Docker Premium Support.

**D. Docker Premium Support Hours.** Docker Premium Support is available during local business hours based on the physical location of the TEE. For purposes of clarity, Docker Premium Support is in addition to but separate and apart from Docker's Business Day or Business Critical Support.

### **3. Docker Desktop Enterprise**

Docker Desktop Enterprise is an enterprise software developer tool offered by Docker. It allows for an enterprise-ready container-based application development. Developers can work with frameworks and programming languages of choice while IT can securely configure, deploy and manage developer environments that align to corporate standards and practices. Together, Docker Desktop Enterprise allows for the easiest and fastest way to deliver containerized applications from development to production.

#### **Scope of Support**

In accordance with the [Docker Scope of Support](#), we support the following with Docker Desktop Enterprise:

- Docker Desktop Enterprise Product break/fix in development and production including installation, configuration, problem diagnosis, and bug fixes
- Deployments when running a supported Host Operating System identified in the Docker Compatibility Matrix
- Single node Docker Desktop Kubernetes cluster
- Released, generally available, pre-built Docker packages of Docker Desktop Enterprise Products

This includes,

- Installation errors
- Push/Pull with DTR
- Docker Desktop Enterprise component interoperability with supported Docker Enterprise components

Docker does not support:

- Any releases, modifications, or compilations other than the released, generally available, Docker pre-built packages of the Docker Desktop Enterprise Product Suite
- Customization of the Docker Products (other than officially supported bug fixes)
- 3rd party software used in conjunction with the Docker Products
- Software development, systems architecture design or performance tuning
- The infrastructure and operating system components upon which the Docker Products run
- Dockerfiles or Compose files
- Modifications to Docker Desktop Kubernetes
- Docker Desktop Community

### **Docker Desktop Enterprise Service Level Agreement**

As a development tool, Docker Desktop Enterprise issues are considered P3 (Normal priority) technical issues. As a P3, all Enterprise Desktop issues will be assigned an SLA of 8 business hours for initial response, and 16 business hours for a follow-on SLA. SLA is based on Docker local time, as described in the [Docker Commercial Support agreement](#).

Any issue with connectivity to server-based Docker Enterprise components will be diagnosed with Docker CLI. If connectivity and basic operations are successful with CLI, then the issue will be addressed as a Desktop issue. If CLI commands are not successful, then the issue will be assigned an appropriate priority and addressed as Docker Enterprise issue.