

- 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. In this Exhibit, Mirantis Software means “**Mirantis OpenStack on Kubernetes Software**” consisting of Licensed Software, Mirantis Hardened Packages, and Open Source Software. “**Licensed Software**” means the software identified on an Order Form (other than Open Source Software) and licensed to Customer pursuant to the terms of this Exhibit and the Agreement or other licensed software from Mirantis that is identified on the Order Form (excluding any Open Source Software included therein). “**Mirantis Hardened Packages**” are the set of artifacts that include the upstream OpenStack, Kubernetes projects, and/or other components with defect fixes or other necessary updates. “**Open Source Software**” are open source and other software programs originating from third parties that are provided to Customer under the applicable license agreement, which is in the source code of the software component (“**Open Source License**”) (e.g. Ceph, OpenContrail).

Table 1, Mirantis Software and Units

Software	Unit
Mirantis OpenStack on Kubernetes	<p>“Node” means a virtual machine or computer system with a single motherboard (i.e. “bare metal” node) on which all or a portion of the Mirantis Software is installed or executed or is managed by a component of the Mirantis Software.</p>

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 of Units, (b) providing any of the Subscription Services to third parties, or (c) using Subscription Services to support or maintain any software without purchasing Subscription Services for each Unit of such software.

- Add-on Subscription Services.** Add-on Subscription Services are supplemental Mirantis Subscription Services purchased by Customers on a per Unit basis. Add-on Subscription Services must be purchased with or added to Mirantis Subscription Services in Section 1 (“**Base Subscription**”) with the same term as the Base Subscription. Add-on Subscription Services includes access for Mirantis Support with the same Level and Response as the Base Subscription.

Table 2, Add on Subscription Services

Add-on Subscription Service	Unit	Base Subscription
Ceph ¹	<p>Ceph OSD Node</p> <p>“Ceph OSD Node” means Kubernetes Node that contains a Ceph cluster OSD container.</p>	Mirantis OpenStack on Kubernetes

Stacklight	Mirantis OpenStack on Kubernetes cluster	Mirantis OpenStack on Kubernetes (ProdCare or OpsCare)
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Note 1: Ceph, LabCare is limited to 150 TB

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

3.1. 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.

3.2. Software. Mirantis Software is provided as follows:

3.2.1. Licensed Software. Subject to Customer's timely payment of the Fees and compliance with the terms and conditions of this Exhibit and Master Agreement, Mirantis hereby grants Customer a limited, non-exclusive, non-transferable, non-sub-licensable license during the applicable Subscription Services term to install, copy and use the Licensed Software for Customer's internal business purposes, in connection with the deployment of no more than the number of Units as are set forth in the Order Form. Customer shall not destroy, disable or circumvent, or attempt to destroy, disable or circumvent in any way the Key and/or the use and time limitations set by the Key or the Licensed Software. Customer acknowledges and agrees that any attempt to exceed the use of the Licensed Software beyond the limits configured into the Key will automatically and immediately terminate the licenses granted under this Agreement. **"Key"** means the license key or similar control mechanism to help ensure compliance with the use and time limitations with respect to the Licensed Software.

3.2.2. Mirantis Hardened Packages. Mirantis hereby grants to Customer a perpetual, worldwide, non-exclusive, non-transferable, and royalty-free license to Mirantis Hardened Packages, 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.

3.2.3. Open Source Software. Customer acknowledges and agrees to the terms and conditions in each Open Source License for Open Source Software. 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.

3.3. 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.

4. Mirantis Support

- 4.1. General.** Mirantis Support provides commercially reasonable efforts to (i) respond to Issues for the Mirantis Software configuration(s) deployed by the Licensed Software in accordance with Reference Architecture Documentation at <https://docs.mirantis.com/mosk/latest/mosk-ref-arch/index.html>; and (ii) provide automated Mirantis Software updates, if or when available, using Usage Data and Health Metrics. Except as explicitly provided in this Section, Mirantis has no obligation to provide any support, maintenance, error correction, bug fix, new release, upgrades, updates or modifications to or for Mirantis Software or Documentation for such use. 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 open source development community may not accept any such contributions. Solutions to Issues may not be in the form of software code changes, modifications, or enhancements.
- 4.2. Usage Data and Health Metrics.** Usage Data includes the number of Units, vCPU, RAM, and block storage monitored and recorded by Licensed Software. Health Metrics include time series log-based (i) availability monitoring; (ii) Mirantis Software update checks; and (iii) alerting and metrics collection of all of the nodes running the Mirantis Software for components and services such as operating system metrics, Kubernetes services metrics, and Ceph metrics collected and utilized by Mirantis to provide Subscription Services. For Mirantis Software accessed under the Subscription Services, Usage Data and 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 Customer’s available disk storage. Mirantis Support requires that the Customer provides (i) sufficient disk storage to store a minimum of 90 days of Usage Data and Health Metrics for the entire environment; and (ii) outbound HTTPS connectivity with sufficient bandwidth and latency to send Usage Data and Health Metrics every 60 seconds to a Mirantis defined range of IP addresses.
- 4.3. 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.
- 4.4. Release Support.** Mirantis will make commercially reasonable efforts to provide Full Support or Limited Support, as defined below, 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**” includes regular Mirantis Software updates, access to bug fixes, and / or workarounds, if and when available, to help enable Mirantis Software to operate as described in the Documentation. Subscription Services include automated Mirantis Software update checks and related updates, if or when available. If Usage Data or Health Metrics are delayed or prevented from receipt by Mirantis, Mirantis Support, which includes Mirantis Software updates and upgrades, will be delayed or not available, respectively. “**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. 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>. Please note that at the end of the Subscription Services term Customer may continue to use the Open Source Software but will no longer have access to Mirantis Support or a license to use the Licensed Software.

Table 4.4, Release Support

	Full Support	Limited Support
Issue support	Yes	Yes
Mirantis Portal access	Yes	Yes
Bug fixes	Yes	Yes ¹
Software updates	Yes	Discretionary
New deployment coverage	Yes	Yes ⁴

Note 1: Bug fixes for Limited Support will be limited to issues that are critical only and do not have a clear workaround.

Note 2: Only when approved by Mirantis product management and engineering in writing.

Note 3: New deployments within 180 days of the end of Limited Support period must be approved by Mirantis.

4.5. Levels and Response. Mirantis will provide the level of support purchased by Customer. This Section, including Table 4.5, Levels and Response, describes the levels of support and response for Subscription Services.

Table 4.5, 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 Response¹	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: LabCare Support Hours in the time zone in which the Mirantis Software control plane is installed or the primary location of usage if installed in multiple time zones.

4.6. 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 that community may not accept any such contributions. Solutions to Issues may not be in the form of software code changes, modifications, or enhancements.

4.7. OpsCare. OpsCare support level includes access to managed subscription services providing operations and management in Attachment 1, 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, 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 Mirantis 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.