

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

| Mirantis Software | Units |
|-------------------|---|
| Lens IDE | <p>“Seat” means a single named natural person having access to the Mirantis Support.</p> <p>or</p> <p>“Site” means a bundle of 200 Seats at the Customer’s physical address identified in the Order Form.</p> |

Mirantis will use commercially reasonable efforts to provide Customer with the Mirantis Support Level and Response as described below when a Customer submits a proper support ticket for any outage, failure, issue, or problem with Mirantis 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) using Lens IDE in violation of the **Lens IDE EULA**, (c) providing any of the Subscription Services to third parties, (d) using Subscription Services to support or maintain any software without purchasing Subscription Services for each Unit.

2. **Mirantis Portal, Software, and Documentation.** Subscription Services include access to the Mirantis Portal, Mirantis 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 access to software, Documentation, and Mirantis Support. 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, Mirantis 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.** Mirantis Software is provided as follows. Lens IDE is available to Customer under the Lens IDE End User License Agreement at: <https://www.mirantis.com/wp-content/uploads/2021/04/Lens-IDE-EULA-April-28-2021.pdf> (“**Lens IDE EULA**”). Customer shall not destroy, disable or circumvent, or attempt to destroy, disable or circumvent in any way the use and time limitations set by Lens IDE. Customer acknowledges and agrees that any violation of the Lens IDE EULA will automatically and immediately terminate the Lens IDE EULA.
 - 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. Mirantis Support

- 3.1. General.** Mirantis Support provides commercially reasonable efforts to (i) respond to Issues for the Mirantis Software configuration(s) deployed by the Licensed Software and used on the reference platform(s) at <https://docs.k8slens.dev/v4.2.4/supporting/requirements/>; and (ii) provide Mirantis Software updates, if or when available. 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.
- 3.2. Privacy.** The Software may automatically communicate with Mirantis servers to perform automated software updates and usage tracking. Please see the Privacy section of the Lens IDE EULA at <https://www.mirantis.com/wp-content/uploads/2021/04/Lens-IDE-EULA-April-28-2021.pdf> for further details.
- 3.3. Maintenance Lifecycle.** Mirantis will make commercially reasonable efforts to provide Mirantis Support for the then current release of Mirantis Software.
- 3.4. Levels and Response.** Mirantis will provide the level of support purchased by Customer. This Section, including Table 3.4, Levels and Response, describes the levels of support and response for Subscription Services.

Table 3.4, Levels and Response

| | DevCare | |
|--|---|----------------|
| Support Hours | 9 a.m. - 5 pm., Monday - Friday ¹ | |
| # of customer contacts | per Seat | |
| # of incidents | Unlimited | |
| Access to new versions | Yes | |
| | | |
| Response Guidelines | Initial Response | 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. | 4 business hours ² | 3 days |

| | | |
|--|------------------|--------|
| 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. | 4 business hours | 3 days |
| 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 business hours | 3 days |
| 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. | 4 business hours | 3 days |

Note 1: DevCare Support Hours are made available for 1 time zone for each bundle of 20 Seats or each Site purchased by Customer. For example: (i) if Customer purchases 20 Seats, then DevCare Support Hours are available for 1 time zone and if Customer purchases 400 Seats, then 1 time zone is available for each bundle of 20 Seats; and (ii) if Customer purchases a Site, then DevCare Support Hours are available in the time zone for that Site.

Note 2: Business hours are those hours during DevCare Support Hours.

4. Submission of a Support Ticket.

4.1. 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.

4.2. 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.