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. In this Exhibit, Mirantis Software means "**Mirantis Cloud Native Platform Software**" consisting of one or more of the Licensed Software and Open Source Software listed below, which shall be specified in an Order Form. "**Licensed Software**" means one or more the specified 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). "**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**") (such as, but not limited to Ceph, OpenContrail).

Table 1, Mirantis Software and Units

Mirantis Software	Units
Mirantis Container Cloud	Container Cloud Instance "Container Cloud Instance" means a single deployment of the Mirantis Container Cloud Software, and references the Mirantis Container Cloud Software Management Cluster, that manages separately purchased Units of Software Subscription Services. "Management Cluster" means the group of Nodes or virtual machines that host the management tooling and processes. "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. "Child Cluster" means clusters that are deployed and/or managed by the Mirantis Container Cloud Software.

Mirantis Kubernetes Engine	CPU Core or Node "CPU Core" means the individual processing unit within a multi-core CPU.
Mirantis Container Runtime	Core or Node
Mirantis Secure Registry	Cluster "Cluster" means a discrete application instance providing services behind a single API.

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 the Licensed Software in excess of the total number of Units purchased, (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 of such software.

2. 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]	Ceph OSD Node "Ceph OSD Node" means Kubernetes Node that contains a Ceph cluster OSD container.	Mirantis Container Cloud
Stacklight	Child Cluster	Mirantis Container Cloud (OpsCare or OpsCare Plus)

Note 1: Ceph, LabCare is limited to 150 TB

3. Mirantis Portal, Software, and Documentation. Subscription Services include access to the Mirantis Portal, Mirantis Software, and Documentation as provided below. Customer Order Form will detail which of the Subscription Services set forth in this

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 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.

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 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 Exhibit. **"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. Customer shall not disassemble, reverse engineer, or decompile the Licensed Software. Upon termination of Subscription Services Customer will discontinue all use of the applicable Licensed Software and will return to Mirantis all copies of such Licensed Software provided by Mirantis to Customer.

3.2.2. 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 Exhibit or 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 Mirantis Software, such fees do not apply to any Open Source Software 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 and used on the reference platform(s) at https://docs.mirantis.com; and (ii) provide 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. With respect to any open source Software, 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 Heath Metrics every 60 seconds to a Mirantis defined range of IP addresses.

4.3. Maintenance Lifecycle. Mirantis will make commercially reasonable efforts to provide Mirantis Support for releases of Mirantis Software as provided in Table 4.3, Maintenance Lifecycle. Subscription Services include Mirantis Software update checks and related updates, if or when available. Certain 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. 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 4.3, Maintenance Lifecycle

Mirantis Software	Maintenance Lifecycle
Mirantis Container Cloud	Continuous with active Subscription Services

Mirantis Kubernetes Engine	https://docs.mirantis.com/mke/3.5/compat-matrix/maintenance-lifecycle.html
Mirantis Container Runtime	https://docs.mirantis.com/mcr/23.0/compat-matrix/maintenance-lifecycle.html
Mirantis Secure Registry	https://docs.mirantis.com/msr/3.1/compat-matrix/maintenance-lifecycle.html#maintenance-lifecycle

4.4. Levels and Response. Mirantis will provide the level of support purchased by Customer. This Section, including Table 4.4, Levels and Response, describes the levels of support and response for Subscription Services.

Table 4.4, Levels and Response

	LabCare	OpsCare	OpsCare Plus
Support Hours	9 a.m. - 5 pm., Monday - Friday[1]	24 hours x 7 days a week	24 hours x 7 days a week
# of customer contacts	3	10	10
# of incidents	Unlimited	Unlimited	Unlimited
Monitoring	No	Yes	Yes
Service Level Assurance	No	Yes	Yes
Customer Success Manager	No	No	Aligned
3rd Party Issues	No	Contact for assistance	Contact for assistance

Access to new versions	Yes		Yes		Yes	
Response Guidelines	Initial Response[1]	Status Updates	Initial Response	Status Updates	Initial Response	Status Updates
Severity 1 (Critical Impact)– A Severity 1 Issue occurs when there is a continued system outage for production systems. The system is down and non-functional due to the problem and no procedural workaround exists.	None	None	30 min	1 hour	15 min	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.	4 hours	4 hours	2 hours	4 hours	1 hour	4 hours
Severity 3	8 hours	3 days	4 hours	2 days	2 hours	2 days

(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.						
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	4 days	8 hours	4 days	8 hours	3 days

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.

4.5. Customer Success Manager. A Customer Success Manager will become familiar with the Customer's technical environment, business objectives, Mirantis Software roadmap, coordinate support services, and the following:

a. Assist with the development and maintenance of Customer plans that outline the critical factors, metrics, potential issues, and action plans;

b. Coordinate monthly operations reviews;

c. Establish meetings with Mirantis product team personnel to review status and action plans for open cases, on an if and when available basis;

d. Be the Customer's single point of contact for support services, to help drive critical issue management, escalation and resolution;

e. Coordinate access to the community and Mirantis product team. Communicate Customer's position(s) for inclusion in future Kubernetes and/or OpenStack software/product releases, if relevant and as necessary;

f. Provide guidance in Mirantis Software life cycle planning and coordinate impact analysis and approval of change requests; and

g. Inform Customer on key new features/fixes and assist with planning for new releases of Mirantis Software.
The Customer Success Manager is available during Business Hours (9:00 a.m. through 5:00 p.m. Monday-Friday) in the time zone in which the 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 the 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 Plus Separate. OpsCare Plus support level includes access to managed subscription services providing operations and management in Attachment 1 for OpsCare Plus, 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 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.