

Rundeck Technical Account Manager Support Policy

Effective October 17, 2019

This support policy (“Policy”) describes the Rundeck Technical Account Manager (“TAM”) support services (“TAM Support Services”) that Rundeck will provide to Customers who are active subscribers to Supported Software, and who have purchased a TAM subscription. These TAM Support Services are subject to the Rundeck General Terms and Conditions of Contract (the “Rundeck General Terms”). In the event of a conflict between these TAM Support Services and the Rundeck General Terms, the latter shall be controlling. For the purposes of this Policy only, the Supported Software is one instance of Rundeck Enterprise or Rundeck Enterprise Platinum Software.

A TAM is an assigned Rundeck expert that is able to provide ongoing advanced consulting services related to installation, configuration, upgrades and adoption of the Supported Software.

1. **Scope of TAM Support Services.** Rundeck shall provide the following TAM Support Services to the Designated Support Contacts:
 - a. Provide ongoing guidance and advice around the implementation, upgrades and operation of the Supported Software;
 - b. Offer proactive best practice advice on architecture, procedures and plugins, engaging with Rundeck’s subject matter experts for in-depth review;
 - c. Oversee technical support escalations and coordinate with Rundeck’s subject matter experts to help address technical inquiries related to Supported Software;
 - d. Supported Software upgrade and migration planning;
 - e. Assess Customer objectives and business requirements in order to develop a strategy and implement a roadmap that is aligned with those goals;
 - f. Provide a single view into all the Customer’s Rundeck projects, acting as a primary focal point for technical questions, ideas, and issues;

- g. Identify appropriate milestones and KPIs to measure success, and to further refine the Customer's strategy; and
 - h. Provide documentation and usage clarification.
- 2. **TAM time allowance.** Customer is entitled to twenty (20) hours of TAM Support Services per calendar month during the subscription term. Any hours not utilized within the calendar month are lost, and cannot be transferred or carried over to another month. Customer may purchase additional consulting services at Rundeck's then current list prices. Orders for additional consulting services must be made in advance of delivery the services.
- 3. **Hours of Availability.** TAM Support Services are available during the Hours of Availability outlined in the Support Policy for the Supported Software.
- 4. **TAM Support Services exclusions and additional charge services.** TAM Support Services are expressly stated in this Policy. TAM Support Services do not include, for example, on-site services, the installation of the Supported Software, or any other software patches or updates, data recovery, error correction, writing automation code, scripting software customization, and formal training sessions, configuring or managing Customer's systems, data, or databases; developing custom features or plugins; and support for third party software (even if such third party software was provided by Rundeck).
- 5. **No direct access to Customer network or computing infrastructure.** Under no circumstances will Rundeck request or be provided direct login access to Customer's computing infrastructure or network under the terms of this Policy. Remote screen sharing is permitted, provided that authorized Customer personnel initiate and remain in control of the screen sharing tool at all times.
- 6. **No access to Customer's customer data or intellectual property.** Under no circumstances will Rundeck request or be provided access to Customer's customer data, intellectual property, source code, Confidential Information or any other business sensitive information It is Customer's responsibility to assure that no Customer personnel, including the Designated Support Contact, provide Rundeck with any such information or access.
- 7. **Term.** TAM Support Services shall run concurrently with the Supported Software term of service, and the Support Services accompanying the Supported Software.

8. **Other Restrictions.** Customer may only use Support Services and onboarding services for Customer's internal use and may not make any part of the Support Services or onboarding services available for the use or benefit of any other party. Support Services and onboarding services are the Confidential Information of Rundeck.
9. **No Warranty.** The Support Services are provided "as is" and Rundeck disclaims all representations or warranties, express, implied or statutory, regarding the Support Services or other materials or services supplied by Rundeck or its resellers, including any warranties of merchantability, fitness for a particular purpose, title and non-infringement of third party rights or any warranties arising from usage of trade, course of dealing or course of performance.
10. **Confidentiality.** Each Party's obligations regarding the protection of Confidential Information is stated in the Rundeck General Terms. Rundeck may maintain notes and data on the Customer's environment, how the Customer is using the Supported Software, and keep copies of Customer communications for Rundeck internal use only. If requested, Rundeck will use reasonable efforts to remove Customer Confidential Information provided by Customer during the course of Support Services from Rundeck systems. IT IS CUSTOMER'S SOLE RESPONSIBILITY TO NOT PROVIDE, SEND OR OTHERWISE DISCLOSE TO RUNDECK ANY PASSWORDS, DATA OF CUSTOMER'S CUSTOMERS, TRADE SECRETS, CLASSIFIED INFORMATION, OR ANY OTHER INFORMATION OF A SENSITIVE OR RESTRICTED NATURE.
11. **Amendments.** Rundeck may amend this Policy at any time by giving Customer at least thirty (30) days' advance notice.

If you have any questions about the terms and conditions of the Support Services, please contact us at: support@rundeck.com.

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