VI. LICENSE AND SERVICES AGREEMENT ADDENDUM

This LICENSE AND SERVICES AGREEMENT ADDENDUM ("Addendum") is entered into between CloudBees, Inc. and the United States of America, acting through the General Services Administration ("GSA") contracting officer whose signature appears below acting on behalf of the GSA and all ordering activity contracting officers. The terms of this Addendum shall take precedence over and supersede any contrary terms in the CloudBees, Inc. License and Services Agreements ("LSA") referenced in Attachment A, including any documents or URLs referenced in the LSAs.

1. Definition of Contracting Parties

1.1 The Licensor shall be CloudBees, Inc.

1.2 The Licensee shall be the ordering activity that places an order under the GSA Schedule contract No. GS-35F-4543G ("Contract"). An individual person shall not be the Licensee.

2. Order of Precedence

2.1 All order of precedence issues shall be governed by FAR 52.212-4(s).

2.2 Any conflict between the LSA and this Addendum shall be controlled by the terms of this Addendum.

3. Contract Formation

3.1 The LSA, as modified by this Addendum, shall be a part of the Contract entered into between the Licensor and Licensee.

3.2 Modifications to the LSA and/or this Addendum shall be only by bilateral written agreement of the parties in accordance with FAR 52.212-4(c).

4. Indemnities

4.1 Licensee shall not be required to indemnify Licensor except as in accordance with federal statute that expressly permits such indemnification.

4.2 Licensor shall not be required to indemnify Licensee except as explicitly stated in the contract. Any such indemnification requirement shall vest control over the matter with the United States and shall give Licensor the right to intervene in the proceeding at its own expense through counsel of its own choice.

5. Fees and Charges

5.1 All fees and charges are as explicitly set forth as an explicit Contract Line Item ("CLIN") in the contract. Additional fees and charges – for example, but not limited to, license or subscription renewal fees and maintenance renewal fees – shall be incorporated into the contract only by bilateral written agreement of the parties.

5.2 FAR 52.212-4(k) shall take precedence over any contrary provision of the LSA relating to taxes.

6. Third Party Terms

6.1 CloudBees, Inc. shall have no privity of contract with the United States with respect to any third-party product or service, referenced in the LSA or otherwise. CloudBees, Inc. shall have no rights or obligations with respect to such agreements vis-à-vis the United States.

7. Governing Law

7.1 Disputes regarding the LSA shall be governed by applicable federal and/or state law, to the extent not preempted by federal law. Any terms of the LSA that identifies the jurisdiction in which a lawsuit may be brought, the law which shall apply to such lawsuit, or the requirements to pursue Alternative Dispute Resolution prior to such lawsuit shall be void, and the LSA shall be read as if such terms were not included therein.

8. Termination

8.1 Licensee's termination rights shall be governed by FAR 52.212-4(l) and (m).

8.2 Licensor's termination rights shall be governed by the FAR 52.212-4(d).

9. Assignment

9.1 Licensor and Licensee acknowledge that the LSAs may be assigned only in accordance with 41 U.S.C. s. 6305 and the regulations set forth in the FAR subpart 42.12.

10. Miscellaneous

10.1 For purposes of this Addendum, references to the "Government" in any FAR or GSAR provision referenced in this Addendum shall be construed as a reference to an "authorized ordering activity."

10.2 The Government shall not be prohibited from disclosing any information regarding or relating to the LSA as required by law, including the Freedom of Information Act

The United States

CloudBees, Inc. – Michael E. Lambert Jr.
VP of Sales Americas

Attachment A.

Subscription Agreement

PLEASE READ THIS SUBSCRIPTION AGREEMENT BEFORE PURCHASING OR USING THE SUBSCRIPTION. BY USING OR PURCHASING THE SUBSCRIPTION, CUSTOMER SIGNIFIES ITS ASSENT TO THIS AGREEMENT. IF YOU ARE ACTING ON BEHALF OF AN ENTITY, THEN YOU REPRESENT THAT YOU HAVE THE AUTHORITY TO ENTER INTO THIS AGREEMENT ON BEHALF OF THAT ENTITY. IF CUSTOMER DOES NOT ACCEPT THE TERMS OF THIS AGREEMENT, THEN IT MUST NOT PURCHASE OR USE THE SUBSCRIPTION.

This Subscription Agreement is between CloudBees, Inc. ("CloudBees') and the purchaser or user of CloudBees' subscription that accepts the terms of this Agreement ("Customer"). The effective date of this Agreement ('Effective Date') is the earlier of the date that Customer accepts this Agreement by entering into a CloudBees' standard order form ("Order Form") or the date that Customer uses the CloudBees Products and / or Support ("Subscription"). CloudBees provides the software product listed on an Order Form on a term basis as designated in the applicable Order Form (each, a "Subscription Term"). As part of each Subscription, CloudBees provides the support services described in Section 6 ("Support") of the Agreement.

1. License.

1.1 Grant of License. Subject to all of the terms and conditions of this Agreement, during the Subscription Term, CloudBees grants to Customer a non-transferable, non-sublicensable, non-exclusive license to install the software products specified in an Order Form ("Products") and for Customer's employees to use the Products for Customer's own internal use, but only in accordance with (i) the technical specification documentation generally made available by CloudBees to its subscription customers with regard to the Products ("Documentation"), (ii) this Agreement, and (iii) the Subscription Term and other restrictions set forth in the applicable Order Form. The Products shall also include Upgrades of the same Products provided to Customer as part of Support under this Agreement and any applicable Documentation.

1.2 License Restrictions. Customer shall not, on its own or through any parent, subsidiary, Affiliate, agent or other third party: (i) sell, lease, license, distribute, sublicense or otherwise transfer in whole or in part, any of the Products or the Documentation to a third party; (ii) decompile, disassemble, translate, reverse engineer or otherwise attempt to derive source code from the Products, in whole or in part, nor will Customer use any mechanical, electronic or other method to trace, decompile, disassemble, or identify the source code of the Products or encourage others to do so; (iii) allow access or permit use of the Products by any users other than authorized users; (iv) create, develop, license, acquire, use, or deploy any third party software or services to circumvent, enable, modify or provide access, permissions or rights which violate the technical restrictions of the Products, any additional licensing terms provided by CloudBees via Documentation, notification, and/or policy change posted at http://www.cloudbees.com, or the terms of this Agreement; (v) modify or create derivative works based upon the Products; or (vi) disclose the results of any benchmark test of the Products to any third party without CloudBees' prior written approval.

1.3 Audit Rights. Customer will maintain accurate records as to its use of the Products as authorized by this Agreement, for at least two (2) years after the expiration or termination of this Agreement. CloudBees, or persons designated by CloudBees, will, at any time during the period when Customer is obliged to maintain such records, be entitled to audit such records and to ascertain completeness and accuracy, in order to verify that the Products are used by Customer in accordance with the terms of this Agreement.

2. Ownership.

Notwithstanding anything to the contrary contained herein, except for the limited license rights expressly provided herein, CloudBees has and will retain all rights, title and interest in and to the Products (including, without limitation, all patent, copyright, trademark, trade secret and other intellectual property rights) and all copies, modifications and derivative works thereof created by CloudBees. Customer acknowledges that it is obtaining only a limited license right to the Products and that irrespective of any use of the words "purchase," "sale," or like terms hereunder no ownership rights are being conveyed to Customer under this Agreement or otherwise.

3. Subscription Term, Fees, and Payment.

3.1 Subscription Term and Renewals. The term of each Subscription shall be one (1) year commencing on the Effective Date of the applicable Order Form (unless otherwise designated in the Order Form). Except as set forth on the applicable Order Form, the rates for any Subscription Term renewals shall be CloudBees' then-current Subscription rates.

3.2 Subscription Fees. Customer shall pay all fees for each Subscription as specified on the applicable Order Form. Customer may purchase additional Subscriptions by entering into additional Order Forms with CloudBees. The Subscription fee for each additional Subscription will be CloudBees' then-current Subscription fees.

3.3 Payment Terms. All fees are as set forth in the applicable Order Form and shall be paid by Customer thirty (30) days from invoice unless otherwise specified in the applicable Order Form. All payments are non-refundable (except as expressly set forth in this Agreement). Customer shall be responsible for all taxes, withholdings, duties and levies arising from the order (excluding taxes based on the net income of CloudBees). If Customer is required to pay any withholding tax, charge or levy in respect of any payments due to CloudBees hereunder, Customer agrees to gross up payments actually made such that CloudBees shall receive sums due hereunder in full and free of any deduction for any such withholding tax, charge or levy. Payments will be made without right of set-off or chargeback. Any late payments shall be subject to a service charge equal to 1% per month of the amount due or the maximum amount allowed by law, whichever is less. If payment of any fee is overdue, CloudBees may also suspend provision of the Support until such delinquency is corrected.

4. Term of Agreement.

4.1 Term. This Agreement is effective as of the Effective Date and expires on the day that the last Subscription Term hereunder expires (the "Term"). Either party may terminate this Agreement (including all related Order Forms) if the other party: (a) fails to cure any material breach of this Agreement within thirty (30) days after written notice of such breach; (b) ceases operation without a successor; or (c) seeks protection under any bankruptcy, receivership, trust deed, creditors arrangement, composition or comparable proceeding, or if any such proceeding is instituted against such party (and not dismissed within 60 days thereafter). Termination is not an exclusive remedy and the exercise by either party of any remedy under this Agreement will be without prejudice to any other remedies it may have under this Agreement, by law, or otherwise.

4.2 Effects of Termination. Upon expiration or termination of this Agreement for any reason: (a) any amounts owed to CloudBees under this Agreement before such termination will be immediately due and payable; (b) Customer shall cease any and all use of the Products and destroy all copies thereof and so certify to CloudBees in writing; (c) each party will return to the other party the Confidential Information of the other party that it obtained during the course of this Agreement; and (d) Customer must certify in writing to CloudBees that it has returned or destroyed all CloudBees' Confidential Information.

4.3 Survival. Sections 1.2 (License Restrictions), 2 (Ownership), 3.2 (Subscription Fees), 3.3 (Payment

Terms), 4 (Term of Agreement), 5.2 (Warranty Disclaimer), 7 (Limitation of Remedies and Damages), 9 (Confidential Information), 10 (General), and 11 (Definitions) shall survive any termination or expiration of this Agreement.

5. Limited Warranty and Disclaimer.

5.1 Support. CloudBees warrants that the Support to be performed hereunder will be done in a workmanlike manner and shall conform to standards of the industry.

5.2 Warranty Disclaimer. THIS SECTION 5 IS A LIMITED WARRANTY AND, EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION 5, THE PRODUCTS AND SUPPORT ARE PROVIDED "AS IS". CLOUDBEES DOES NOT WARRANT THAT THE PRODUCTS AND SUPPORT FURNISHED OR PROVIDED TO CUSTOMER UNDER THIS AGREEMENT WILL OPERATE UNINTERRUPTED OR THAT THEY WILL BE FREE FROM DEFECTS OR THAT THE PRODUCTS ARE DESIGNED TO MEET CUSTOMER'S BUSINESS REQUIREMENTS. NEITHER CLOUDBEES NOR ITS SUPPLIERS MAKES ANY OTHER WARRANTIES, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, FITNESS FOR A PARTICULAR PURPOSE, OR NONINFRINGEMENT. CUSTOMER MAY HAVE OTHER STATUTORY RIGHTS. HOWEVER, TO THE FULL EXTENT PERMITTED BY LAW, THE DURATION OF STATUTORILY REQUIRED WARRANTIES, IF ANY, SHALL BE LIMITED TO THE LIMITED WARRANTY PERIOD. CUSTOMER ACKNOWLEDGES THAT THE PRODUCTS ARE NOT INTENDED FOR USE IN CONNECTION WITH ANY HIGH RISK OR STRICT LIABILITY ACTIVITY (INCLUDING, WITHOUT LIMITATION, AIR OR SPACE TRAVEL, POWER PLANT OPERATION, OR LIFE SUPPORT OR EMERGENCY MEDICAL OPERATIONS) AND THAT CLOUDBEES MAKES NO WARRANTY AND SHALL HAVE NO LIABILITY IN CONNECTION WITH ANY USE OF THE PRODUCTS IN SUCH SITUATIONS.

6. Support.

6.1 During the time that Customer has paid the applicable Subscription fees, CloudBees shall provide the Support services set forth on Exhibit A during the Subscription Term.

6.2 Cooperation. Customer agrees to provide CloudBees with such cooperation, materials, information, access and support which CloudBees deems to be reasonably required to allow CloudBees to successfully provide the Support, including, without limitation, as may be set forth in an applicable Order Form. Customer understands and agrees that CloudBees' obligations hereunder are expressly conditioned upon Customer providing such cooperation, materials, information, access and support.

6.3 Third Party Products. Customer acknowledges that in order for CloudBees to provide the Support, Customer may be required to acquire and license certain third party software and provide certain third party hardware that is not provided or licensed by CloudBees ("Third Party Products"). CloudBees may provide Customer with links and instructions for obtaining Third Party Products, but it is Customer's responsibility to properly acquire and license any required Third Party Products from the relevant third party providers. CloudBees will have no liability with respect to any Third Party Products.

7. Limitation of Remedies and Damages.

7.1 CLOUDBEES SHALL NOT BE LIABLE FOR ANY LOSS OF USE, LOST DATA, FAILURE OF SECURITY MECHANISMS, INTERRUPTION OF BUSINESS, OR ANY INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES OF ANY KIND (INCLUDING LOST PROFITS), REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, EVEN IF INFORMED OF THE POSSIBILITY OF SUCH DAMAGES IN ADVANCE.

7.2 CLOUDBEES' TOTAL AGGREGATE LIABILITY FOR CLAIMS ARISING HEREUNDER SHALL BE LIMITED TO PROVEN DIRECT DAMAGES CAUSED BY CLOUDBEES IN AN AMOUNT NOT TO EXCEED THE AMOUNT PAID BY CUSTOMER TO CLOUDBEES DURING THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE DATE OF THE CLAIM GIVING RISE TO THE CLAUSE OF ACTION ARISES.

7.3 The provisions of this Section 7 allocate risks under this Agreement between Customer and CloudBees. CloudBees' fees for the Subscriptions reflect this allocation of risks and limitation of liability.

7.4 NEITHER PARTY SHALL BRING ANY CLAIM BASED ON THE SUBSCRIPTIONS OR SUPPORT PROVIDED HEREUNDER MORE THAN EIGHTEEN (18) MONTHS AFTER THE CAUSE OF ACTION ACCRUES.

8. Indemnification.

8.1 Indemnity. CloudBees shall defend Customer against any Infringement Claim and indemnify Customer from the resulting costs and damages awarded against Customer to the third party making such Infringement Claim, by a court of competent jurisdiction or agreed to in settlement; provided that Customer (i) notifies CloudBees promptly in writing of such Infringement Claim, (ii) grants CloudBees sole control over the defense and settlement thereof, and (iii) reasonably cooperates in response to a CloudBees request for assistance. CloudBees will have the exclusive right to defend any such Infringement Claim and make settlements thereof at its own discretion, and Customer may not settle or compromise such Infringement Claim, except with prior written consent of CloudBees.

8.2 Options. Should any Products become, or in CloudBees' opinion be likely to become, the subject of such an Infringement Claim, CloudBees shall, at its option and expense, (a) procure for Customer the right to make continued use of the Products, (b) replace or modify such so that it becomes non-infringing, or (c) request return of the Products and, upon receipt thereof, the corresponding licenses are terminated and CloudBees shall refund the prepaid but unused Subscription fees paid by Customer for the Products.

8.3 Exclusions. The foregoing indemnification obligation of CloudBees shall not apply: (1) if the Products are modified by any party other than CloudBees, but solely to the extent the alleged infringement is caused by such modification; (2) if the Products are combined with other non-CloudBees products, but solely to the extent the alleged infringement is caused by such combination; (3) to any unauthorized use of the Products; (4) to any release of the Products other than a supported release; or (5) to any third-party code contained within the Products or delivered as part of a Subscription.

8.4 Limitation. THIS SECTION STATES CUSTOMER'S SOLE AND EXCLUSIVE REMEDY AND CLOUDBEES' ENTIRE LIABILITY FOR INFRINGEMENT CLAIMS.

9. Confidential Information. Each party agrees that all code, inventions, know-how, business, technical and financial information it obtains ("Receiving Party") from the disclosing party ("Disclosing Party") constitute the confidential property of the Disclosing Party ("Confidential Information"), provided that it is identified as confidential at the time of disclosure or should be reasonably known by the Receiving Party to be Confidential Information due to the nature of the information disclosed and the circumstances surrounding the disclosure. Confidential Information excludes information that: (i) was in the public domain at the time it was disclosed or has become in the public domain through no fault of the Receiving Party; (ii) was known to the Receiving Party, without restriction, at the time of disclosure, as demonstrated by files in existence at the time of disclosure; (iii) is disclosed with the prior written approval of the Disclosing Party; (iv) was independently developed by the Receiving Party without any use of Confidential Information of the Disclosing Party; or (v) becomes known to the Receiving Party, without restriction, from a source other than the Disclosing Party. Any software, documentation or technical information provided by CloudBees (or its agents) that has not been released to the CloudBees community, performance

information relating to the Products, and the terms of this Agreement shall be deemed Confidential Information of CloudBees without any marking or further designation. The Receiving Party shall not: (i) disclose any Confidential Information to any third party, except as otherwise expressly permitted herein; (ii) make any use of Confidential Information except: (a) to exercise its rights and perform its obligations under this Agreement; or (b) in connection with the parties' ongoing business relationship; or (iii) make Confidential Information available to any of its employees or consultants except those that have agreed to obligations of confidentiality at least as restrictive as those set forth herein and have a "need to know" such Confidential Information. The Receiving Party is liable for all acts and omissions of its employees and consultants to the extent that such act or omission would be a breach of this Agreement if done by Receiving Party. The Receiving Party shall be held to the same standard of care as it applies to its own information and materials of a similar nature, and no less than reasonable care. The Receiving Party may disclose the other party's Confidential Information to the extent such disclosure is required by order or requirement of a court, administrative agency, or other governmental body, but only if the Receiving Party provides prompt written notice thereof to the Disclosing Party to enable the Disclosing Party to seek a protective order or otherwise prevent or restrict such disclosure. The Receiving Party shall protect Confidential Information in the manner provided herein for five (5) years after receipt thereof, unless such obligation ceases earlier pursuant to this Section. Notwithstanding anything to the contrary herein, neither party shall disclose the terms and conditions of this Agreement to any third party, without the prior written consent of the other party. Notwithstanding the foregoing each party may disclose the terms and conditions of this Agreement without the prior written consent of the other party: (a) as required by any court or other governmental body; (b) as otherwise required by law; (c) to legal counsel of the parties; (d) in confidence, to accountants, banks, and financing sources and their advisors; (e) in connection with the enforcement of this Agreement or rights under this Agreement; or (f) in confidence, in connection with an actual or proposed merger, acquisition, or similar transaction.

10. General.

10.1 Severability. If any provision of this Agreement is adjudged by any court of competent jurisdiction to be unenforceable or invalid, that provision shall be limited to the minimum extent necessary so that this Agreement shall otherwise remain in effect.

10.2 Governing Law; Jurisdiction and Venue. This Agreement shall be governed by the laws of the State of New York and the United States without regard to conflicts of laws provisions thereof, and without regard to the United Nations Convention on the International Sale of Goods or the Uniform Computer Information Transactions Act (UCITA). The jurisdiction and venue for actions related to the subject matter hereof shall be the New York state and United States federal courts located in New York, New York, and both parties irrevocably consent to such personal jurisdiction of such courts and waive all objections thereto.

10.3 [INTENTIONALLY LEFT BLANK]

10.4 Notices and Reports. Any notice or report hereunder shall be in writing to the notice address set forth in the Order Form and shall be deemed given upon delivery if sent by: (i) personal delivery; (ii) certified or registered U.S. mail (return receipt requested); or (iii) overnight commercial delivery service.

10.5 Amendments; Waivers. No supplement, modification, or amendment of this Agreement shall be binding, unless executed in writing by a duly authorized representative of each party to this Agreement. No waiver will be implied from conduct or failure to enforce or exercise rights under this Agreement, nor will any waiver be effective unless in a writing signed by a duly authorized representative on behalf of the party claimed to have waived. No provision of any purchase order or other business form employed by Customer will supersede the terms and conditions of this Agreement, and any such document relating to this Agreement shall be for administrative purposes only and shall have no legal effect.

10.6 Entire Agreement. This Agreement, the underlying GSA Schedule Contract, the Schedule Pricelist and any applicable Orders, including and all exhibits and attachments, if any, are the complete and exclusive statement of the mutual understanding of the parties and supersede and cancel all previous written and oral agreements and communications relating to the subject matter of this Agreement including,

10.14 Headings. The headings in this Agreement are for purposes of reference only and will not in any way

but not limited to, any terms and conditions printed on CloudBees' invoices or on Customer's purchase orders, unless such terms and conditions are expressly stated as an amendment to this Agreement and duly signed on behalf of both parties. Customer acknowledges that CloudBees products are subscription-based products and that, in order to provide improved customer experience, CloudBees may make changes to CloudBees products (including the Products or the Subscription offerings) or Documentation. In such event, CloudBees will update the Documentation accordingly. Purchase orders will be for the sole purpose of defining quantities, prices and describing the Subscriptions to be provided under this Agreement, and to this extent only are incorporated as a part of this Agreement and all other terms in purchase orders are rejected. No amendment,
modification or waiver of any provision of this Agreement will be effective unless in writing and signed by both parties. If an inconsistency exists between the terms of this Agreement and the terms of any Order Form entered into between the parties, the terms of the Order Form will control.

10.7 Independent Contractors. The parties to this Agreement are independent contractors. There is no relationship of partnership, joint venture, employment, franchise or agency created hereby between the parties. Neither party will have the power to bind the other or incur obligations on the other party's behalf without the other party's prior written consent.

10.8 Force Majeure. Neither party shall be liable to the other for any delay or failure to perform any obligation under this Agreement (except for a failure to pay fees) if the delay or failure is due to events which are beyond the reasonable control of such party, including but not limited to any strike, blockade, war, act of terrorism, riot, natural disaster, failure or diminishment of power or of telecommunications or data networks or services, or refusal of approval of a license by a government agency.

10.9 Government Regulation. Customer may not export or re-export the Products except in compliance with the United States Export Administration Act and the related rules and regulations and similar non-U.S. government restrictions, if applicable. The Products and accompanying Documentation are deemed to be "commercial computer software" and "commercial computer software documentation", respectively, pursuant to DFAR Section 227.7202 and FAR Section 12.212(b), as applicable. Any use, modification, reproduction, release, performing, displaying or disclosing of the Products and Documentation by the U.S. Government shall be governed solely by the terms of this Agreement.

10.10 Customer Acknowledgement. Customer agrees that CloudBees may from time to time identify Customer (with Customer's name, logo, or trademark) as a CloudBees customer in or on CloudBees' website, sales and marketing materials, or press releases. CloudBees may not use Customer's name, logo, or trademark for any other purpose without obtaining Customer's prior written consent.

10.11 Third-Party Code. The Products may contain or be provided with certain third-party code.

10.12 No Hire. Customer and Customer's Affiliates may not hire, or directly or indirectly solicit or employ, any employee or contractor of CloudBees who is or was involved in the development, use or provision of Support to Customer, without the prior written consent of CloudBees, for a period of: (i) two (2) years after the termination of this Agreement, or (ii) during the time the employee is employed by CloudBees and for a period of one (1) year thereafter, whichever is later.

10.13 Assignment. Neither party may assign this Agreement or any of its rights or obligations hereunder without the prior written consent of the other party, which shall not be unreasonably withheld, and any such assignment in violation of this Section shall be void, except that the transfer of this Agreement or rights granted hereunder to a successor entity in the event of a merger, corporate reorganization, or acquisition shall not constitute an assignment for purposes of this Section. This Agreement shall inure to the benefit of and be binding upon the parties hereto, and their successors and permitted assigns.

limit or affect the meaning or interpretation of any of the terms hereof.

11. Definitions.

. 11.1 Affiliate means an entity that a party, directly or indirectly, controls, an entity that controls a party or an entity that is under common control with a party. For purposes of this provision, control means ownership of at least fifty percent (50%) of the outstanding voting shares of the entity.

. 11.2 Agent means the Products necessary to run the Products jobs. For purposes of this definition: (i) when an Agent is on the same computer as a Master, it is included in the Master, and (ii) when an Agent is on a different computer than the Master, the Agent is a subset of the Master and the Agent is linked to the Master.

. 11.3 Agreement means this Master Subscription Agreement and Order Form(s) and any addenda attached or incorporated into this Agreement by reference.

. 11.4 Business Day means the period between 9:00 a.m. and 5:00 p.m. local Customer time, Monday through a Friday, excluding CloudBees holidays.

. 11.5 Business Hour means each hour during a Business Day.

. 11.6 CloudBees Support Portal means the portion of the CloudBees website through which CloudBees offers Support.

. 11.7 Confidential Information means all code, inventions, know-how, business, technical and financial information provided by either party that is identified as confidential at the time of disclosure or should be reasonably known by the Receiving Party to be confidential due to the nature of the information disclosed and the circumstances surrounding the disclosure.

. 11.8 Disclosing Party means the party disclosing Confidential Information.

. 11.9 Documentation means the technical specification documentation generally made available by CloudBees to its subscription customers with regard to the Products.

. 11.10 Effective Date means the date indicated at the top of this Agreement.

. 11.11 Error means a failure in the Products to materially conform to the specifications as described in the applicable Documentation.

. 11.12 Executor means a processing slot running on a Product Agent and/or Master.

. 11.13 Infringement Claim means any third party claim brought against Customer that the Products infringe such third party's U.S. patent or copyright.

. 11.14 Major Release means generally commercially released major releases of the same Product as designated by a change in the first number to the left of the decimal point (e.g. X.xxx).11.15 Master means an instance of the Product containing all job definitions and related meta-data.

. 11.15 Master means an instance of the Product containing all job definitions and related meta-data.

. 11.16 Minor Release means generally commercially released minor version releases of the same Product as designated by a change in the number to the right of the decimal point (e.g. x.XXX).

. 11.17 Named Contacts means Customer's internal resource who is (i) knowledgeable about CloudBees, the Products and Customer's use of the Products, and (ii) CloudBees' contact for all issues related

to the Products.

. 11.18 Order Form(s) means the form submitted by Customer that permits Customer to purchase Subscriptions from CloudBees pursuant to this Agreement.

. 11.19 Patch Release means generally commercially released code corrections and patches for the same Product as designated by a change in any digit to the right of the Minor Release number (e.g. x.xxx.X).

. 11.20 Plug-in means an add-on that adds functionality to the Product.

. 11.21 Products mean the software products specified in an Order Form.

. 11.22 Receiving Party means the party receiving Confidential Information.

. 11.23 Subscription means the fees payable by Customer for the Products.

. 11.24 Subscription Term means the term designated in the applicable Order Form(s).

. 11.25 Support means the support services set forth in Exhibit A.

. 11.26 Term means the period until this Agreement expires on the day that the last Subscription Term for any Products licensed hereunder expires.

. 11.27 Third Party Products means certain third party software and certain third party hardware that is not provided or licensed by CloudBees.

. 11.28 Upgrade means a Major Release, Minor Release, or Patch Release.

EXHIBIT A SUPPORT TERMS

1. Service Levels. During the Subscription Term, CloudBees shall provide Customer with Service Levels consisting of the following: (i) Error correction services, and (ii) Upgrades. CloudBees' Support Team representatives will record all Error reports and coordinate responses. Customer may submit Error reports electronically, via support@cloudbees.com or via the CloudBees Support Portal. Customer may also request electronic status reports on reported Errors online or via e-mail. Unless set forth on the Order Form, Support Hours are 9:00-5:00 PM local Customer time , Monday through Friday, excluding CloudBees holidays. All Error correction services will be provided from CloudBees' offices unless CloudBees and Customer mutually agree that CloudBees will travel to the Customer location. If CloudBees personnel travel to a Customer or customer location to assist in Error correction, CloudBees will charge Customer reasonable travel and living expenses, and, if the Error is a Customer Error, its normal Time and Materials charges.

2. Additional Named Contacts. Unless otherwise set forth on an Order Form, Customer will designate up to two (2) Named Contacts to be responsible for reporting Errors and receiving and distributing Error corrections. Customer may elect to increase the number of Named Contacts at CloudBees' then current applicable fee.

3. Error Designation. CloudBees and Customer will cooperate in efforts to resolve reported Errors. For all reproducible reported Errors, CloudBees will assign a tracking or ticket number, will work to determine the source of the Errors and will use commercially reasonable efforts to provide a fix, by-pass or work-around. CloudBees may request that the Customer duplicate the Error, instruct CloudBees how to duplicate the Error or provide problem log dumps, diagnostic tests or other investigative support. Customer will provide all reasonably requested information to assist in arriving at a problem solution.

4. Error Response. Upon receipt of notice of an Error, CloudBees shall assign appropriate technical personnel to the issue and provide Customer with acknowledgment that it has received such Error notice (such actions together, a "Response"). Unless otherwise set forth in an applicable Order Form, CloudBees will use commercially reasonable efforts to promptly provide Customer with a Response to each case, pursuant to the support level purchased, as specified in the applicable Order Form. CloudBees will use commercially reasonable efforts to promptly resolve each case. Actual resolution time will depend on the nature of the case and the resolution. A resolution may consist of a Support Fix or other solution in CloudBees' reasonable determination.

5. Customer Error. CloudBees may determine based on the information provided by Customer or through its own investigation that identified Errors were caused by non-CloudBees hardware, software, customizations, or from a modification to the Products (a "Customer Error"). In the event of a Customer Error, CloudBees will either, at its sole discretion, close the ticket without fixing the Customer Error or ask the Customer if it would like CloudBees to attempt to fix the Customer Error. If Customer and CloudBees agree that CloudBees will attempt to fix a Customer Error (though CloudBees is under no obligation to do so), CloudBees will bill Customer for such efforts on a time and materials basis, even if CloudBees is unable to fix the Customer Error.

6. Plug-in Support. CloudBees will support Product used with compatible Plug-ins identified by CloudBees at http://wiki.cloudbees.com/bin/download/Jenkins+Enterprise/WebHome/CertifiedPlugins.pdf.

7. Supported Product Releases. CloudBees support of Product is predicated on the Customer's usage of specific versions of Product. Details of supported versions and their relationship to the community-supported versions of Product are set forth at http://wiki.cloudbees.com/bin/view/Jenkins+Enterprise/Jenkins+LTS+Support+Terms.

8. Upgrades. From time to time, CloudBees may provide Upgrades of the Products. Upgrades may incorporate third party upgrades as well as accumulated bug fixes. A list of supported third party software and associated upgrades is provided in the Documentation. There will be no additional charge for Upgrades provided Customer is current, without lapse, in its Support fees from the date of initial licensing. The Customer will implement provided Upgrades as soon as is reasonably practical. Upgrades do not include new Products. New Products provide significant new features and functions not available in the current product line, port existing Products to new hardware or software platforms, provide significant new functionality on new hardware or software platforms or are designated by CloudBees as having a new Products code. CloudBees will provide Customer with electronic download access to or physical media containing Error corrections and Upgrades, at its sole discretion.

9. Conditions for Providing Support. CloudBees' obligation to provide Support is conditioned upon the following: (a) Customer makes reasonable efforts to correct the Error after consulting with CloudBees; (b) Customer provides CloudBees with sufficient information and resources to correct the Error either at CloudBees' customer support center or via remote access to Customer's site, as well as access to the personnel, hardware, and any additional software involved in discovering the Error; and

(c) Customer procures, installs and maintains all equipment, telephone lines, communication interfaces and other hardware necessary to operate the Products. CloudBees will have no obligation to provide Support if Customer has not paid all applicable Support fees and other amounts payable pursuant to this Agreement, or is otherwise not in compliance with the terms of this Agreement. If Support has lapsed and Customer wishes to reinstate Support on the Products, Customer must pay the Support charges that would have applied during the period of Support suspension.

10. Exclusions. Unless otherwise agreed to in an applicable Order Form, no Support can be provided for (i) Products that are modified by Customer personnel or by third parties; (ii) problems caused by accident, neglect, misuse or improper programming by Customer personnel; (iii) failure or fluctuations in electrical power or hardware equipment; or (iv) failure of Customer to fulfill its obligations under its written

agreements with CloudBees. Support does not include or cover support that becomes necessary due to:

- A malfunction of equipment or media not supplied or maintained by CloudBees;
- Extensions to the Products involving custom or client-specific code (whether created by CloudBees or Customer);
- Products configuration;
- Code required to feed data to the Products (feed-related code);
- Project management and training;
- A failure of hardware, equipment or programs not covered by this Agreement;
- Use of software not obtained from CloudBees under this Agreement;
- Use in a production environment of any release of the Products not marked as "Generally Available";
- Any cause or causes beyond the reasonable control of CloudBees (e.g. floods, fires, loss of electricity or other utilities), errors arising from anything other than the Products, such as databases, web-servers or hardware;
- Customer's failure to comply with operating instructions contained in the Documentation;
- Any modification, enhancement or customization of the Products made by anyone other than CloudBees;
- APIs, interfaces, web services or data formats other than those included with the Products; or
- Any third-party products except to the extent that they are provided by CloudBees, and then only in support of the specific interface or functionality that is intended by CloudBees.