

## APPENDIX 3

### Ansible Counselor Subscription Services

The Ansible Counselor Subscription Services shall be governed by the terms of the Agreement, this Appendix 3, and each Order entered into by Customer and MindPoint Group with respect to the Counselor Subscription Services.

#### 1. OVERVIEW.

MindPoint Group's Ansible Counselor Subscription Services consists of on-demand support access to MindPoint Group personnel for the purposes of assistance, training, planning, and troubleshooting Ansible, Ansible Tower, and Ansible Platform use (collectively the "**Counselor Subscription**" or "**Counselor Subscription Services**"), as described in a Customer Order Form.

Ansible Counselor is separate and distinct from, and is not a derivative of the Ansible community project, Red Hat Ansible, Red Hat Ansible Tower, or any other offerings from Red Hat, Inc. The Ansible software is provided by Customer, not MindPoint Group.

#### 2. DEFINED TERMS.

The following capitalized terms used in this Appendix shall have the respective meanings set forth below. Other capitalized terms used but not defined in this Appendix 3 have the meanings ascribed to them in the Agreement.

- a. "**Ansible**" means the Ansible software provided directly by Red Hat, Inc., IBM, Inc., or their affiliates including Ansible Engine and/or Ansible Tower.
- b. "**Ansible Engine**" means the Ansible software provided by Red Hat, Inc., IBM, Inc., or their affiliates consisting of a command-line interface tool that can be used to execute or interpret Ansible playbooks and Ansible roles.
- c. "**Ansible Tower**" means the Ansible software provided by Red Hat, Inc., IBM, Inc., or their affiliates that consists of a graphical user interface to Ansible Engine.
- d. "**Custom Automation**" or "**Custom Content**" means Playbooks or Roles that are requested by a Customer and written by MindPoint Group personnel as part of the Counselor Subscription.
- e. "**Counselor Subscription Services**" means the Ansible Counselor subscription and related support services made available by MindPoint Group, as more fully described in Section 1.
- f. "**Counselor Subscription Term**" means the subscription term during which Customer shall have access to the Counselor Subscription Services, as described in a particular Order and subject to the terms of the Agreement with respect to renewals.
- g. "**Named User**" means a unique individual within the Customer organization.
- h. "**Professional Services**" has the meaning provided in Appendix 2 to the Agreement.

- i. **“Ticket” or “Request” or “Issue”** means a unique request topic for which the customer contacts MindPoint Group for assistance with.

### 3. LICENSE GRANT.

Subject to Customer’s compliance with the terms and conditions of the Agreement (including this Appendix 3), during the Counselor Subscription Term (and subject to Customer’s payment of the applicable Fees), MindPoint Group hereby grants to Customer a non-exclusive, non-transferable, non-sublicensable, non-assignable unlimited right to download and use the Custom Automations in object code form (as applicable) or as automation source content exclusively for internal business purposes for Customer’s and its approved Affiliates’ own IT configuration management, deployment and orchestration of complex multi-tier workflows.

### 4. AGREEMENTS.

- a. **Restrictions.** Customer shall not: (i) sublicense, sell, resell, transfer, assign, distribute, share, lease, rent, loan or outsource the Counselor Subscription or use or offer the Counselor Subscription on a timeshare or service bureau basis, or use or offer the Counselor Subscription as an application service provider or managed service provider offering except as provided for in the Order; (ii) modify any proprietary rights notices which appear in the Custom Automations or components thereof.
- b. **Customer Responsibilities.** Customer covenants and agrees that it shall: (i) perform those tasks and assume those responsibilities required of it by MindPoint Group in order for MindPoint Group to deliver the Counselor Subscription; (ii) comply with all Applicable Laws when using the Counselor Subscription; and (iii) ensure that only Authorized Users use the Counselor Subscription and only as intended and in accordance with the terms of the Agreement and any provided Documentation. In addition to the foregoing, during the Subscription Term, Customer shall:
  - 1. Appoint and inform MindPoint Group of Named Users who are responsible for and trained in the use and operation of the Ansible and/or Ansible Tower.
  - 2. Maintain access to all necessary equipment and competence for the handling and operation of the Ansible.
  - 3. Provide a current and compatible version of Ansible software.
  - 4. Comply with the operational instructions provided by MindPoint Group.
  - 5. Promptly notify MindPoint Group following the discovery of any fault or problem with a Custom Automation, and upon MindPoint Group’s request, submit a listing of output and other data that MindPoint Group may reasonably require in order to reproduce the problem and the operating conditions under which the fault occurred.
  - 6. Maintain records regarding the occurrence of faults and if possible, verify that the faults/problems are reproducible.

## **5. AUTHORIZED USERS.**

Customer may permit its Authorized Users to access and use the Counselor Subscription subject to each Authorized User's acceptance of and compliance with all applicable terms and conditions of the Agreement, including Section 1.7 of the General Terms and Conditions.

## **6. TERM OF COUNSELOR SUBSCRIPTION SERVICES.**

Counselor Subscription Terms shall initially be valid for the dates identified in the associated Order and in accordance with any related payment schedule. Thereafter, the Counselor Subscription Term shall automatically renew for successive terms. Either party may elect not to renew a Counselor Subscription by providing written notice to the other party at least thirty (30) days prior to the end of the then-current term. If a Counselor Subscription is terminated or expires, Customer may subsequently reinstate the Counselor Subscription upon payment of Fees for the period from date of expiration or termination to date of reinstatement plus an additional reinstatement fee of 10%.

Upon expiration or termination for uncured Customer breach(es), Customer will no longer be entitled to access Counselor Subscription Services. Without limiting the foregoing, Customer shall defend, indemnify and hold MindPoint Group harmless from any and all Losses arising from Customer's continued retention and use of such local copies of the Custom Automations or any content provided by MindPoint Group.

## **7. SUPPORT SERVICES.**

During the Term, MindPoint Group shall make knowledgeable resources available to respond to Customer Tickets. A Ticket may include questions about various aspects of Ansible planning, execution, design, automation, architecture, training, and troubleshooting.

While MindPoint Group is knowledgeable with respect to Ansible and security services generally, MindPoint Group makes no representations or warranties with respect to Customer's particular individualized application/stack. Accordingly, MindPoint Group will not be liable for, and does not provide Counselor Support Services (as defined below) for production application breakage from execution of Ansible content, whether provided by Customer, or MindPoint Group. Customer is responsible for its environment's recovery from security rule application-induced breakage/outage.

Subject to the terms of this Section 7, MindPoint Group support staff will be available during MindPoint Group's standard business hours Monday through Friday, excluding holidays, to provide Counselor Support Services. Staff will be available through the MindPoint Group online portal or email initially and may determine to set up a screen share/troubleshooting live session based on evaluation of the issue presented.

Counselor Support Services are provided hereunder for single-issues or errors. Should Customer request support services to address multiple errors or issues, or if frequency of support ticket engagement shows a greater need for support or consultation, MindPoint Group reserves the right at any time to refer ongoing issues to a services engagement determination. In such case, the parties will be required to enter into a separate Order for Professional Services covering Customer's need for more intensive support services. Without limiting the foregoing, Customer acknowledges and agrees that MindPoint Group may require the payment of additional Fees if Customer's use or need for Counselor Support Services exceeds the levels provided by MindPoint Group via its standard support services.

Upon request, Customer agrees to provide a test environment reflective of their target environments. This can be provided as remote access via VPN or via a virtual machine template for MindPoint Group to test against.

Subject to all of the foregoing, during the term of the Counselor Subscription and subject to Customer's payment of all applicable Fees, MindPoint Group will use commercially reasonable efforts to provide Customer with the following **Counselor Support Service**:

- Coaching, advice, and instruction on how to deploy and use Ansible, or Ansible Tower.
  - **Supported question example:** "How do I architect this Playbook to accomplish my task?" or "What's the best way to implement CI/CD with Ansible?"
  - **Non-supported question example:** "Can you create a custom training course for us?"
- Troubleshooting of Ansible execution issues.
  - **Supported question example:** "Why am I seeing this execution error?" or "How can I fix this error?"
  - **Non-supported question example:** "Can you fix this bug in Ansible for us?"
- Creation of Custom Automations requested by the Customer, to include point needs or requirements.
  - **Supported question example:** "I need a Playbook to automate local system account management."
  - **Non-supported question example:** "I need Ansible Roles to fully automate a three-tier application deployment." or "I need you to build an Ansible module."
- Once quarterly (per every three (3) month period) pre-scheduled account, engineering, development, and roadmap planning meeting.
- Monthly pre-scheduled IT, security, development, and business leadership team meetings.
- Execution and runtime support of all Custom Automations provided by MindPoint Group to Customer.
- Automation code peer review and evaluation.
  - **Supported question example:** "Can you review these Playbooks for me to make sure we're on the right track?"
  - **Non-supported question example:** "Can I insert you into our automated code review process?"

MindPoint Group will use reasonable efforts to answer customer questions, Tickets, and requests for guidance.

Counselor Support Service requests may be submitted via email to [support@mindpointgroup.com](mailto:support@mindpointgroup.com) during MindPoint Group’s normal business days between the hours 9:00 A.M. and 5:00 P.M. Eastern Time, U.S.A. MindPoint Group shall use commercially reasonable efforts to meet the response times and limits set forth below.

| Service Level Agreement  | Response Times   |
|--|------------------|
| <b>Critical Issues</b> – The Customer experiences problems that cause it to stop completely or become fully unresponsive or causes a major application, function, or feature to fail to operate. | 4 business hours |
| <b>Non-Critical Issues</b> – The Customer experiences problems that cause a major application, function, or feature to fail to operate however, not vital to immediate performance.              | 8 business hours |

Customer must (a) check the associated box for “Critical Issues” when filing a support ticket online, and/or (b) for Critical Issues submitted via an email request, Customer must use the words “Critical” or “Service Affecting” within the subject line, or body of the email message, in order to be tracked and serviced appropriately. If, in MindPoint Groups’ sole discretion, Customer’s issue(s) do not fall within the definition of Critical or Non-Critical for which it was supplied, the level of severity may be adjusted, as appropriate.

Unless otherwise specified in the Order Form, a Counselor Subscription includes the following limits on support:

| Item                     | Details  |
|--------------------------|----------|
| Tickets/issues per month | Ten (10) |
| Named users              | Two (2)  |

MindPoint Group reserves the right to alter the Counselor Support Services, at any time in its sole discretion, provided MindPoint Group agrees that in no event shall such alterations result in materially diminished obligations for MindPoint Group with respect to the Counselor Support Services or materially diminish Customer’s rights with respect to the Counselor Support Services. MindPoint Group shall use commercially reasonable efforts to provide thirty (30) days prior written notice (delivered electronically or otherwise) of any material changes to the Counselor Support Services.

All Counselor Support Services shall be provided in English only.

Revision: 20200703.1