CLOUD SUBSCRIPTION AGREEMENT

(Public Sector)

This Cloud Subscription Agreement (the "Agreement") is entered into by and between HashiCorp Federal, Inc., a Delaware company with its principal place of business at 1775 Tysons Blvd, 5th Floor, Tysons, VA 22102, USA ("**HashiCorp**") and the organization on whose behalf you are agreeing to this Agreement, as set forth in the Order Form ("**Customer**"). This Agreement shall be effective on the effective date of the initial Order Form (the "Effective Date").

1.   **SCOPE OF AGREEMENT AND DEFINITIONS**
This Agreement sets forth the terms under which HashiCorp will provide one or more of its cloud-based services to Customer (collectively the "**Service**"), and any related Support, training and/or Implementation Services. Capitalized terms in this Agreement are defined in Appendix 1. Pricing and itemized details of Customer's specific Service purchase are set forth in the applicable Order Form(s).

2.   **SUBSCRIPTION AND LIMITATIONS**

2.1   Access to the Service. During the Subscription Term, HashiCorp will make the Service available to Customer solely for Customer's internal use and subject to the Service Entitlements and other limits agreed in the Order Form. Except as otherwise stated in the applicable Order Form, Customer may permit its Affiliates to use and access the Service and Documentation in accordance with this Agreement, but Customer will be responsible for their compliance with this Agreement and the applicable Order Form(s).

2.2   Limitations. Customer will not: (a) resell, sublicense, lease, time share or otherwise make the Service available to any party not authorized to use the Service under this Agreement or an applicable Order Form; (b) copy, modify or create derivative works based on the Service; (c) reverse engineer or decompile the Service (unless such right is granted by applicable law and then only to the minimum extent required by law); (d) allow the sharing of access credentials if the applicable Order Form restricts Service access to a limited number of authorized users; (e) use of the Service for unlawful purposes, including to send or store infringing, obscene, threatening, or otherwise unlawful material; (f) use the Service to send or store material containing software viruses, worms, Trojan horses or other harmful computer code, files, scripts, or agents; or (g) disrupt the integrity or performance of the Service.

2.3   Support. HashiCorp will provide Support in accordance with HashiCorp's support policies in Appendix 2 and based upon the level of Support Customer purchases in the Order Form. Customer acknowledges that Support is limited solely to the Service(s) included in Subscriptions purchased under this Agreement and applicable Order Forms.

2.4   Affiliates. The parties agree that their respective Affiliates may conduct business under this Agreement by entering into Order Forms subject to this Agreement. Accordingly, where Affiliates of the parties conduct business hereunder, references to the respective   parties   herein   shall   include   the   applicable   Affiliate(s).

2.5   Business Partners. If Customer purchases a Service, Support and/or Implementation Services from a HashiCorp Business Partner, Section 5 (Payment; Taxes) will not apply.

3.   **CUSTOMER RESPONSIBILITIES FOR CUSTOMER DATA AND AUTHORIZED USERS**
Customer shall be solely responsible for its own compliance with this Agreement and compliance by its Authorized Users and/or others to whom it grants access to the Service. Customer agrees to promptly notify HashiCorp of any unauthorized access to the Service arising from a compromise or misuse of Customer's or its Authorized User's access credentials. Customer is exclusively responsible for determining what data Customer submits to the Service, for obtaining all necessary consents and permissions for submission of Customer Data and related data- processing instructions to HashiCorp, and for the accuracy, quality and legality of Customer Data.

4.   **INTELLECTUAL PROPERTY RIGHTS AND OWNERSHIP**
4.1   Ownership of the Service. HashiCorp and/or its licensors shall retain all right, title and interest in the Service and the technology and software used to provide it, including any modifications or enhancements to the Service arising from Customer feedback. HashiCorp also shall retain all right, title and interest in the Documentation. No rights are granted to Customer by HashiCorp except as expressly stated in this Agreement.

4.2   Ownership and Processing of Customer Data. Customer and/or its licensors shall retain all right, title and interest in all Customer Data stored in the Service, including any revisions, updates or other changes made to that Customer Data. Customer grants HashiCorp a worldwide, non-exclusive license to host, copy, process, transmit and display Customer Data as reasonably necessary for HashiCorp to provide the Service in accordance with this Agreement. HashiCorp and Customer will comply with all applicable data privacy laws   and   process   all   Customer   Data   in   compliance   with   its   Data   Protection   Addendum   located   at

https://eula.hashicorp.com/Federal/DataProtectionAddendum-Cloud.pdf, which is incorporated by reference into this Agreement. In addition, HashiCorp shall maintain a written information security program of policies and controls (**"Security Program"**) that will govern the processing and security of Customer Data, a copy of which is available at https://eula.hashicorp.com/CloudSecurityExhibit.pdf. The Security Program includes industry standard practices designed to protect Customer Data from unauthorized use, disclosure or destruction. HashiCorp may update the Security Program from time to time as new threats and standards emerge but shall not reduce the overall level of security it provides during the Subscription Term. Customer will implement the legally required technical and organizational measures to comply with applicable data privacy laws as data controller.

4.3   Use of Aggregate Information. HashiCorp may collect and aggregate data derived from the operation of the Service ("**Aggregated Data**"), and HashiCorp may use such Aggregated Data for purposes of operating HashiCorp's business, monitoring performance of the Service, and/or improving the Service. HashiCorp's use of Aggregated Data as described in this Section shall not result in any unauthorized disclosure of Customer Data, Customer Confidential Information, or personally identifiable information of Authorized Users.

5.   **PAYMENT; TAXES**

5.1   Payment. Fees for the Service will be identified in an Order Form. All fees are payable in advance in USD. Fees are due and payable thirty (30) days from the date of the invoice. Fees are non-cancelable and non-refundable. Customer may not decrease the scope of its Service Entitlements during the relevant Subscription Term. HashiCorp reserves the right to suspend the Service in the event Customer is more than thirty (30) days past due on any undisputed invoice and fails to cure the payment deficiency within ten (10) days of receiving written notice of the deficiency from HashiCorp.

5.2   Taxes. All fees are exclusive of taxes, levies, or duties, ("Taxes"), and unless Customer can provide a valid state sales/use/excise tax exemption certificate (or other reasonable evidence of exemption) to HashiCorp, Customer will be responsible for payment of all such Taxes excluding taxes based solely on HashiCorp income. HashiCorp may invoice Taxes in accordance with applicable law together on one invoice or a separate invoice. HashiCorp reserves the right to determine the Taxes for a transaction based on Customer's "bill to" or "ship to" address, or other location information for Customer's use of the Service. Customer will be responsible for any Taxes, penalties or interest arising from inaccurate or incomplete information provided by Customer. If Customer is required by any governmental authority to deduct any portion of the amount invoiced by HashiCorp, Customer shall increase payment by an amount necessary for the total payment to HashiCorp to be equal to the amount originally invoiced.

6.   **CONFIDENTIAL INFORMATION**

6.1   Confidentiality. "Confidential Information" means information and/or materials provided by one party ("**Discloser**") to the other party ("**Recipient**"), which are identified as confidential at the time of disclosure or, under the circumstances of disclosure, a reasonable person would understand to be confidential. The following information shall be considered Confidential Information whether or not marked or identified as such: this Agreement, HashiCorp's pricing, product roadmap or strategic marketing plans, and any non-public materials relating to the Service including the Documentation. Recipient may disclose Discloser's Confidential Information only to Recipient's Affiliates, employees, officers, directors, advisors or contractors who need to know such Confidential Information and who are under a duty of confidentiality no less restrictive than Recipient's duty hereunder, and provided that such disclosure is not otherwise prohibited by applicable law.

6.2   Exclusions. "Confidential Information" does not include information that: (a) is independently developed by or for the Recipient without access or reference to, or use of, Confidential Information; (b) is lawfully received free of restriction from another source having the right to furnish such information; (c) is or becomes lawfully in the public domain other than through a breach of this Agreement; (d) was known by the Recipient prior to disclosure; (e) Discloser agrees in writing is free of such restrictions; or (f) is generally disclosed by the Discloser to third parties without a duty of confidentiality.

6.3   Duties Regarding Confidential Information. At all times during and after the term of this Agreement, Recipient shall (a) keep Discloser's Confidential Information confidential and not disclose Discloser's Confidential Information to a third party without the Discloser's written consent or as expressly permitted in this Agreement and (b) not use the Confidential Information for purposes other than the performance of this Agreement. Where disclosure is required by law, such disclosure shall not constitute a breach of this Agreement provided Recipient gives Discloser reasonable advance notice to enable Discloser to seek appropriate protection of the Confidential Information.

6.4   Unauthorized Disclosures. The parties agree that Recipient's unauthorized disclosures of Confidential Information may result in irreparable injury for which a remedy in money damages may be inadequate. The parties therefore agree the Discloser may be entitled to seek an injunction to prevent a breach or threatened breach of this Section without posting a bond. Any such injunction shall be additional to other remedies available to Discloser at law or in equity.

6.5   Feedback. To the extent Customer provides suggestions or other feedback specifically relating to the Service, Support, or Implementation Services, Customer grants to HashiCorp a royalty free, fully paid, sub-licensable, transferable, non-exclusive, irrevocable, perpetual, worldwide right and license to make, use, sell, and otherwise exploit such feedback, including incorporating it into the Service, Support and/or Implementation Services.

7.   **WARRANTIES AND DISCLAIMER**

7.1   General Representations and Warranties. Each party represents and warrants that it has the power and authority to enter into this Agreement. HashiCorp further represents and warrants that (a) it will use reasonable skill and care in providing Support and Implementation Services and (b) it has taken commercially reasonable measures to ensure the Service is free from, and will not transmit, any malicious or hidden mechanisms or code designed to damage or corrupt Customer's data or network systems.

7.2   Conformity with Documentation. HashiCorp warrants that the Service will materially conform to the Documentation during the Subscription Term. To submit a warranty claim under this Section, Customer shall (a) provide written notice to legalnotices@hashicorp.com referencing this Section and (b) submit a support request to resolve the non-conformity. If the material non-conformity is not resolved within thirty (30) calendar days after steps (a) and (b) above are completed, then Customer may terminate the Order Form for the affected Service and HashiCorp, as its sole liability for a breach of this warranty, shall issue a pro-rata refund to Customer of pre-paid fees for the remaining Subscription Term for the applicable Order Form as of the effective date of termination. This warranty shall not apply to non-conformities arising from modifications to the Service caused by parties other than HashiCorp or those under its control.

7.3   Disclaimer of Warranty. EXCEPT FOR THE EXCLUSIVE WARRANTIES SET FORTH IN THIS SECTION 7, TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, THE SERVICE, IMPLEMENTATION SERVICES, DOCUMENTATION, AND SUPPORT ARE IS PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, AND HASHICORP MAKES NO WARRANTIES, EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, WITH RESPECT TO THE SERVICE, IMPLEMENTATION SERVICES, DOCUMENTATION OR SUPPORT. HASHICORP SPECIFICALLY AND EXPLICITLY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS AND IMPLIED, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, THOSE ARISING FROM A COURSE OF DEALING OR USAGE OR TRADE, AND ALL SUCH WARRANTIES ARE HEREBY EXCLUDED TO THE FULLEST EXTENT PERMITTED BY LAW. FURTHER, HASHICORP DOES NOT WARRANT THE SERVICE WILL BE ERROR-FREE OR THAT THE USE OF THE SERVICE WILL BE UNINTERRUPTED.

8.   **INDEMNIFICATION**

8.1   Defense.   If a third party initiates or threatens a legal action alleging that Customer's use of the Service directly infringes the third party's patent, copyright, or trademark or misappropriates the third party's trade secret rights (such action, a "Claim"), then HashiCorp will (a) promptly assume the defense of the Claim and (b) pay costs, damages and/or reasonable attorneys' fees that are included in a final judgment against Customer (without right of appeal) or in a settlement approved by HashiCorp that are attributable to Customer's use of the Service; provided that Customer (i) is current in the payment of all applicable fees, or becomes current, prior to requesting indemnification, (ii) notifies HashiCorp in writing of the Claim promptly after receipt of the Claim, (iii) allows HashiCorp to control the defense of the Claim with counsel of its choice, and to settle such Claim at HashiCorp's sole discretion (unless the settlement requires payment by Customer or requires Customer to admit liability), and (iv) reasonably cooperates with HashiCorp in defending the Claim.

8.2   Injunctive Relief.   If the Service becomes the subject of any actual or anticipated third party infringement claim, HashiCorp may, at its sole option and expense, (i) procure for Customer the right to continue using the affected Service consistent with this Agreement, (ii) replace or modify the affected Service with a functionally equivalent service that does not infringe, or, (iii) if either (i) or (ii) is not available on a commercially-feasible basis, terminate the Agreement or applicable Order Form and refund any prepaid fees for all unused portions of the then-current Subscription Period.

8.3   Exclusions. HashiCorp will have no liability for any Claim based upon (a) any third-party components or services not provided by HashiCorp; (b) any unauthorized use of the Service in violation of this Agreement or applicable Order Form; (c) HashiCorp's compliance with designs, specifications or instructions provided by Customer where those designs, specifications or instructions cause the infringement; (d) use by Customer after notice by HashiCorp to discontinue using all or part of the Service. This section constitutes the entire liability of HashiCorp, and Customer's sole and exclusive remedy, with respect to any third-party claims of infringement or misappropriation of intellectual property rights.

8.4   By Customer. If a third party initiates or threatens legal action against HashiCorp for processing Customer Data uploaded into the Service by Customer, where such claim arises solely from HashiCorp operating the Service, then Customer will (a)

promptly assume the defense of the claim and (b) pay costs, damages and/or reasonable attorneys' fees that are included in a final judgment against HashiCorp (without right of appeal) or in a settlement approved by Customer that are attributable to HashiCorp processing of such Customer Data to provide the Service; provided that HashiCorp (i) notifies Customer in writing of the claim promptly after receiving it, (ii) allows Customer to control the defense of the claim with counsel of its choice, and to settle such claim at Customer's sole discretion (unless the settlement requires payment by HashiCorp or requires HashiCorp to admit liability), and (iii) reasonably cooperates with Customer in defending the claim

9. **LIMITATION OF LIABILITY AND DISCLAIMER OF DAMAGES.**

9.1   Disclaimer of Indirect Damages. IN NO EVENT SHALL EITHER PARTY, OR HASHICORP'S AFFILIATES OR ITS LICENSORS BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, INDIRECT, PUNITIVE OR EXEMPLARY DAMAGES, INCLUDING WITHOUT LIMITATION LOST PROFITS, LOSS OF USE, BUSINESS INTERRUPTIONS, REVENUE, GOODWILL, PRODUCTION, ANTICIPATED SAVINGS, OR COSTS OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, IN CONNECTION WITH OR ARISING OUT OF THE PERFORMANCE OF OR FAILURE TO PERFORM THIS AGREEMENT, WHETHER ALLEGED AS A BREACH OF CONTRACT OR TORTIOUS CONDUCT, INCLUDING NEGLIGENCE, EVEN OF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

9.2   Limitation of Liability. NEITHER PARTY'S (OR ITS AFFILIATES') AGGREGATE AND CUMULATIVE LIABILITY ARISING FROM OR RELATING TO THIS AGREEMENT, WHETHER IN CONTRACT, TORT, STATUTE OR OTHERWISE WILL EXCEED THE AMOUNTS PAID OR OWED TO HASHICORP BY CUSTOMER (OR, AS APPLICABLE, PAID OR OWED TO HASHICORP BY THE BUSINESS PARTNER FOR TRANSACTIONS UNDER THIS AGREEMENT WITH RESPECT TO CUSTOMER) IN THE AGGREGATE DURING THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE FIRST EVENT GIVING RISE TO LIABILITY. NOTHING IN THIS AGREEMENT IS INTENDED TO EXCLUDE OR LIMIT EITHER PARTY'S LIABILITY FOR DEATH, PERSONAL INJURY, OR PROPERTY DAMAGE CAUSED BY NEGLIGENCE, OR FOR FRAUD. NOTHING IN THIS SECTION WILL LIMIT THE FEES OWED BY CUSTOMER UNDER THIS AGREEMENT FOR THE SERVICE OR RELATED IMPLEMENTATION SERVICES, OR FOR VIOLATING THE   LIMITATIONS   IN   SECTION   2.

10. **TERM AND TERMINATION**

10.1   Effective Date and Term. This Agreement commences on the Effective Date and will continue for so long as there is an Order Form in effect between the parties.

10.2   Termination for Cause. If either party materially breaches the terms of this Agreement and the breach is not cured (or curable) within thirty (30) days after written notice of the breach, then the other party may terminate this Agreement and/or the applicable order form upon written notice to the breaching party. Either party also may terminate this Agreement upon written notice: (a) if the other party (i) terminates or suspends its business, (ii) becomes subject to any insolvency proceeding under federal or state statute, (iii) becomes insolvent or subject to direct control by a trustee, receiver or similar authority, or (iv) has wound up or liquidated, voluntarily or otherwise.

10.3   Effect of Termination. Upon expiration or termination of this Agreement for any reason: (a) HashiCorp's obligation to provide the Service and accompanying Support will terminate, (b) all of Customer's and its Authorized Users' rights to use the Service will terminate, and (c) the provisions of Sections 4, 5, 6, 7.3, 8, 9, 10.4 and 11 of this Agreement will survive such expiration or termination.

10.4   Removal of Company Data. Customer will be responsible for retrieving Customer Data from the Service before this Agreement expires or otherwise terminates. At Customer's option, Customer may enter into an Order Form to extend its Subscription on a monthly basis (prorated based on Customer's most recent annual Subscription fee) for a period of up to three (3) calendar months after the termination date of this Agreement so that Customer may access and export its data to another location ("Transition Period"). After the Transition Period, HashiCorp will deactivate Customer's access to the Service and may delete all Customer Data from the Service.

11. **MISCELLANEOUS**

11.1   Assignment. This Agreement is assignable by either party with the other party's prior written consent, which will not be unreasonably withheld or delayed; provided, however, that either party may, upon written notice and without the prior approval of the other party, (a) assign this Agreement to an Affiliate so long as the Affiliate has sufficient credit to satisfy its obligations under this Agreement and the scope of Service is not affected or (b) assign this Agreement pursuant to a merger or a sale of all or substantially all of such party's assets or stock.

11.2   Compliance with Applicable Laws. Each party will comply with all applicable laws, including without limitation, applicable export-control restrictions, data privacy laws, and anti-corruption laws.

11.3   Future Features and Functions. The development, release, and timing of any additional features or functionality of the Service remains at HashiCorp's sole discretion. Accordingly, Customer agrees that it is purchasing products and services based solely upon features and functions that are currently available as of the time an Order Form is executed, and not in expectation of any future feature or function.

11.4   Notices. Notices may be sent by first-class mail or private courier to the address of the receiving party identified on the first page of this Agreement. Notice will be deemed given seventy-two (72) hours after mailing, or upon confirmed delivery by private courier, whichever is sooner. Customer will address notices to HashiCorp Legal Department, with a copy to legalnotices@hashicorp.com. Either party may from time to time change its address for notices under this Section upon written notice to the other party.

11.5   Non-waiver. Any failure of either party to enforce performance by the other party of any of the provisions of this Agreement, or to exercise any rights or remedies under this Agreement, will not be construed as a waiver of such party's right to assert or rely upon such provision, right or remedy in that or any other instance. Neither party waives any rights or limits its remedies for actions taken outside the scope of this Agreement.

11.6   Dispute Resolution.

Applicable Law	**Applicable Jurisdiction**
State of California, United States	San Francisco, California, United States

Each party irrevocably submits to the personal jurisdiction and venue of the applicable jurisdiction above. Neither the United Nations Convention on Contracts for the International Sale of Goods nor the Uniform Computer Information Transactions Act will apply to this Agreement. The prevailing party in any dispute arising from this Agreement shall recover its reasonable attorneys' fees and costs from the losing party, including any fees or costs arising from an appeal.

11.7   Severability. If any provision of this Agreement is held invalid or unenforceable under applicable law by a court of competent jurisdiction, it shall be replaced with the valid provision that most closely reflects the intent of the parties, and the remaining provisions of the Agreement will remain in full force and effect.

11.8   Relationship of the Parties. Nothing in this Agreement is to be construed as creating an agency, partnership, or joint venture relationship between the parties hereto. Neither party shall have any right or authority to assume or create any obligations or to make any representations or warranties on behalf of any other party, whether express or implied, or to bind the other party in any respect. Each party may identify the other as a customer or supplier, as applicable.

11.9   Force Majeure. Force majeure events shall excuse the affected party (the "**Non-Performing Party**") from its obligations under this Agreement so long as the event and its effects continue. Force majeure events include, without limitation, Acts of God, natural disasters, war, riot, network attacks, acts of terrorism, fire, explosion, accident, sabotage, strikes, inability to obtain power, fuel, material or labor, or acts of any government (each, a **"Force Majeure Event"**). As soon as feasible, the Non-Performing Party shall notify the other party of (a) its best reasonable assessment of the nature and duration of the force majeure event, and (b) the steps it is taking to mitigate its effects. If the force majeure event prevents performance for more than sixty (60) consecutive days, and the parties have not agreed upon a revised basis for performance, then either party may immediately terminate the Agreement upon written notice.

11.10   U.S. Government Restricted Rights. If the Service is used by the U.S. Government, parties agree the Service is "commercial computer software" and "commercial computer documentation" developed exclusively at private expense, and (a) if acquired by or on behalf of a civilian agency, shall be subject solely to the terms of this Agreement as specified in 48 C.F.R. 12.212 of the Federal Acquisition Regulations and its successors; and (b) if acquired by or on behalf of units of the Department of Defense ("DOD") shall be subject to the terms of this commercial computer software license as specified in 48 C.F.R. 227.7202-2, DOD FAR Supplement and its successors.

11.11   Entire Agreement; Execution. This Agreement, together with the applicable Order Form(s) and statements of work, constitutes the entire agreement between parties, and supersedes all prior or contemporaneous proposals, quotes, negotiations, discussions, or agreements, whether written or oral, between the parties regarding its subject matter. In the event of a conflict between the terms of this Agreement and the terms of any Order Form, the conflict will be resolved in the following order: (a) the Order Form; (b) this Agreement. Revisions to this Agreement must be made by a separate amendment, signed by each party, and must be expressly drafted for that purpose and identify the specific sections that are being revised. Preprinted terms in Customer purchase orders or other customer-generated ordering documents, or terms referenced or linked within them, will have no effect on this Agreement and are hereby rejected, regardless of whether they are signed by HashiCorp and/or purport to take precedence over this Agreement. This Agreement may be executed in counterparts, which taken together shall form one binding legal instrument. The parties may use of electronic signatures in connection with the execution of this Agreement, and further agree that electronic signatures shall be legally binding with

the same effect as manual signatures.

Appendix 1
(Definitions)

"Affiliate" means with respect to a party, any person or entity that controls, is controlled by, or is under common control with such party, where "control" means ownership of fifty percent (50%) or more of the outstanding voting securities.

"Authorized User" means a named individual that is under Customer's control and authorized to use the Service under this Agreement and an applicable Order Form.

"**Business Partner**" means an entity that has entered into an agreement with HashiCorp that allows it to market and resell HashiCorp products and/or services.

"Customer Data" means any electronic data or materials provided or submitted by Customer to or through the Service.

"Documentation" means HashiCorp's published user manual that describes the functionality of the Service, as updated by HashiCorp from time to time.

"Implementation Services" means any training, implementation or other professional services HashiCorp provides under a separately executed statement of work that defines the scope of the services engagement.

 "Order Form" means the purchasing document that details the Subscription and other products and services purchased by Customer from HashiCorp or a Business Partner, pursuant to this Agreement, including the applicable pricing and Service Entitlements.

"Service Entitlement" means the applicable license metrics and quantities under which the Service is provided to Customer, which may include, without limitation, users, nodes, clusters, clients, requests, services, or workspaces as set forth in the following link: https://eula.hashicorp.com/ProductTerms.pdf.

"**Subscription**" means access to the Service and associated Support during the Subscription Term.

"Subscription Term(s)" means the subscription period(s) during which Customer is authorized to use the Service, as specified in an applicable Order Form.

"Support" means the Support included with Customer's Subscription to the Service, as more fully described in Appendix 2, which may be provided by HashiCorp or a HashiCorp-approved third party support-provider.

Appendix 2
(HashiCorp Support)

1.   HashiCorp Support. HashiCorp's support offerings, service levels, and guidelines are set forth at https://www.hashicorp.com/enterprise-cloud-support and https://cloud.hashicorp.com/sla. Customer's applicable Support Subscription(s) will be set forth in the Order Form. HashiCorp support may be used only for Customer's internal purposes. Use of HashiCorp Support on behalf of a third party that is not a party to the Agreement, or for Community Versions, is a material breach of the Agreement.

2.   Scope of Support. In using HashiCorp Support, Customer agrees it will provide HashiCorp sufficient information and resources to correct the applicable Support issue. Customer is responsible for reading the release notes and any other documentation provided by HashiCorp before using the Service. HashiCorp is not obligated to provide Support for issues attributable to causes beyond HashiCorp's reasonable control or issues caused by third party software not licensed or provided by HashiCorp that Customer may be using in conjunction with the Service.

3.   Technical Support Contacts. HashiCorp customer support will provide Support to the designated contacts ("**Technical Support Contacts**"), whom Customer shall designate promptly after signing an Order Form and who shall have relevant technical knowledge and skills regarding usage of the Service. HashiCorp will provide Support in the English language. Customer may modify its designated Technical Support Contacts at any time during the Support Subscription term by notifying HashiCorp in writing and giving HashiCorp five (5) business days to process the change. Technical Support Contacts will be the only interface with the HashiCorp Support organization. HashiCorp recommends that the Technical Support Contacts attend HashiCorp training courses. In an emergency, a HashiCorp customer support engineer will respond to an issue for an unauthorized contact on an exception basis, subject to later verification and involvement of a named Technical Support Contact. Technical Support Contacts may initiate support requests as follows:

a)   By voice mail/paging service, for Severity 1 Errors only (as defined in the Support guidelines): +1-334-219-3633 (US); +441414655326 (UK)

b)   By email, to support@hashicorp.com; or

c)   By portal. Technical Support Contacts must register with HashiCorp Support on the portal, prior to submitting a ticket.