ENTERPRISE SOFTWARE LICENSE AGREEMENT

(Public Sector)

This Enterprise Software License 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 Software, Support and Services to Customer. Capitalized terms in this Agreement are defined in Appendix 1. Pricing and itemized details of Customer's purchase are set forth in the applicable Order Form.

2.   **LICENSE AND OWNERSHIP**

2.1   License Scope. Subject to the terms of this Agreement and Customer's purchase of a Support Subscription, HashiCorp grants to Customer during the License Subscription Term a non-exclusive, non-transferable and non-sublicensable right and license to (a) install and use the Software on premises or in a cloud environment of its choosing, in object-code form, solely for Customer's internal business purposes, in the quantity agreed in the Order Form, and (b) to use any third-party open source software provided with the Software, subject to the applicable third-party open source licenses. Customer may permit its contractors and Affiliates to use the Software and Documentation solely on Customer's behalf in accordance with this Agreement. Customer shall be responsible for ensuring its contractors and Affiliates comply with this Agreement and all applicable Order Forms.

2.2   Restrictions. Customer will not, directly or indirectly: (a) sublicense, resell, rent, lease, distribute, market, commercialize or otherwise transfer rights or usage to: (i) the Software or (ii) any modified version or derivative work of the Software created by the Customer or for the Customer; (b) remove or alter any copyright, trademark or proprietary notice in the Software; (c) transfer, use or export the Software in violation of any laws or regulations of any government or governmental agency; (d) reverse engineer, decompile or modify any encrypted or encoded portion of the Software; or (e) act as a service provider of the Software to external parties.

2.3   Ownership. HashiCorp and its licensors will own all right, title, and interest to the Software, Services, and Documentation provided to Customer, including all copies, and/or any modifications to the Software.

2.4   Affiliates. The parties agree that their respective Affiliates may also 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 Customer herein shall include any applicable Affiliate of Customer.

2.5   Business Partners. If Customer purchases Software, Support and/or Services from a HashiCorp Business Partner, Section 5 (Payment; Taxes) will not apply, and if Customer terminates for convenience under Section 10.2 (Termination for Convenience), prepaid fees for Support will be refunded on a pro rata basis to the Business Partner, who will be responsible for distributing the corresponding refund to Customer.

3.   **SUPPORT**

3.1   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.

3.2   HashiCorp Support is provided as a separate subscription that runs on a monthly basis, although Customer will be billed annually and upfront for twelve monthly subscriptions. Customer's Support Subscription shall automatically renew each month during the License Subscription Term unless terminated by Customer in accordance with Section 10. Customer may deploy and use the Software only if Customer maintains an active Support Subscription.

4.   **REPORTING AND RECORDS**

4.1   **Reporting**. If Customer exceeds its License Entitlements, Customer will notify HashiCorp promptly specifying the amount of the excess usage and the date on which it first exceeded its License Entitlements, and increase its License Entitlements accordingly, which shall be invoiced in accordance with Section 5.1 and co-termed to the original Order Form. Unless otherwise stated in the Order Form, pricing will be based on then-current HashiCorp list pricing.

4.2   **Records Retention**. Customer will maintain accurate records necessary to verify its compliance with the License Entitlements. Upon HashiCorp's written request, Customer will provide HashiCorp those records within ten (10) business days. In the event Customer is unable to report its actual usage of the Software within the required ten (10) business day period, Customer will work cooperatively with HashiCorp's technical team to obtain that information within the following five (5) business days.

5. **PAYMENT; TAXES**

5.1   Payment. Fees for the Software and Support will be identified in an Order Form. All fees are payable in USD. Fees, including Fees for Services, are due and payable thirty (30) days from the date of the invoice. Except as provided in Section 10, fees are non-cancelable and non-refundable. Customer may not decrease its License Entitlement during the relevant Subscription Term. Customer will reimburse HashiCorp for all reasonable and pre-agreed expenses HashiCorp incurs in connection with the performance of Services. HashiCorp reserves the right to suspend Support, Services, and/or Customer's use of the Software 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 Software. 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 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, license keys, HashiCorp's pricing, product roadmap or strategic marketing plans, non-public materials relating to the Software including, without limitation, all source code, binaries, and 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 keep Discloser's Confidential Information confidential using the same degree of care that it uses to protect its own Confidential Information, but not less than a reasonable degree of care. Recipient shall not disclose Discloser's Confidential Information to a third party without the Discloser's written consent or 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 Software or Support, 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 Software and Support.

6.6   Contact Details. HashiCorp does not seek or require, and Customer shall not provide, access to Customer Personal Data other than Contact Details. Customer agrees HashiCorp may process Contact Details solely for the performance of this Agreement, which may include transferring Contact Details outside the European Economic Area ("EEA") and/or outside the UK, and/or allowing Contact Details to be processed by third parties in furtherance of this Agreement. Customer may update, modify, or delete Contact Details upon written request. If HashiCorp is granted access to Customer Personal Data other than Contact Details, Customer shall promptly notify HashiCorp and HashiCorp shall promptly return all such Customer Personal Data in its possession or control to Customer, and Customer shall terminate such access. HashiCorp will promptly notify Customer of any known or suspected security breach, or any unauthorized disclosure, affecting Customer Personal Data, and provide all reasonable cooperation to Customer in investigating and remediating any breach and/or disclosure.

7. **WARRANTIES AND DISCLAIMER**

7.1   **General Representations and Warranties**. HashiCorp represents and warrants that: (a) it will use reasonable skill and care in

providing the Support and Services; (b) the Support and Services will be performed in a professional and workmanlike manner by qualified personnel; (c) it has the authority to enter into this Agreement with Customer; and (d) HashiCorp has taken commercially reasonable measures to ensure the Software does not, at the time of delivery to Customer, include malicious or hidden mechanisms or code designed to damage or corrupt the Software.

7.2   **Disclaimer of Warranty.** EXCEPT AS PROVIDED IN SECTION 7.1, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, HASHICORP MAKES NO WARRANTY, EITHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT AND FITNESS FOR A PARTICULAR PURPOSE. HASHICORP DOES NOT GUARANTEE THAT USE OF THE SOFTWARE, SUPPORT OR SERVICES WILL BE UNINTERRUPTED OR ERROR FREE, OR THAT HASHICORP WILL CORRECT ALL SOFTWARE ERRORS. FOR THE BREACH OF THE WARRANTIES SET FORTH IN SECTION 7.1, CUSTOMER'S EXCLUSIVE REMEDY AND HASHICORP'S ENTIRE LIABILITY FOR BREACH OF SECTION 7.1(a) OR (b) WILL BE THE REPERFORMANCE OF DEFICIENT SERVICES, OR IF HASHICORP CANNOT SUBSTANTIALLY CORRECT A BREACH IN A COMMERCIALLY REASONABLE MANNER, CUSTOMER MAY TERMINATE THE RELEVANT SERVICES AND RECEIVE A PRO RATA REFUND OF THE FEES PAID FOR THE DEFICIENT SERVICES AS OF THE EFFECTIVE DATE OF TERMINATION. CUSTOMER'S EXCLUSIVE REMEDY AND HASHICORP'S ENTIRE LIABILITY FOR BREACH OF SECTION 7.1(d) WILL BE TO UNDERTAKE COMMERCIALLY REASONABLE EFFORTS TO REMEDY OR SUPPLY A TEMPORARY FIX, OR MAKE AN EMERGENCY BYPASS, IF HASHICORP REPRODUCES THE PROBLEM IN A CURRENT, UNALTERED RELEASE OF THE SOFTWARE, OR IF HASHICORP CANNOT SUBSTANTIALLY CORRECT A BREACH IN A COMMERCIALLY REASONABLE MANNER, CUSTOMER MAY TERMINATE THE RELEVANT LICENSE AND SUPPORT SUBSCRIPTIONS AND RECEIVE A PRO RATA REFUND OF THE FEES PAID FOR THE REMAINING SUBSCRIPTION PERIOD AS OF THE EFFECTIVE DATE OF THE TERMINATION.

8.   **INDEMNIFICATION**

8.1   Defense.   If a third party initiates or threatens a legal action alleging that Customer's use of the Software directly infringes the third party's patent, copyright, or trademark or misappropriates the third party's trade secret rights ("Third Party 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 Software; 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) provides HashiCorp with the right 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 the defense of the Claim.

8.2   Injunctive Relief. If the Software becomes the subject of any actual or anticipated third party infringement claim, HashiCorp may, at its sole option and expense, (a) procure for Customer the right to continue using the affected Software consistent with this Agreement, (b) replace or modify the affected Software with functionally equivalent software that does not infringe, or, (c) if either (a) or (b) 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) use of non-current versions of the Software when HashiCorp has made newer, non-infringing versions available to Customer at no additional charge; (b) altered versions of the Software (unless the specific alteration was made by or for HashiCorp); (c) use, operation or combination of the applicable Software with non-HashiCorp programs, data, equipment or documentation if such infringement would have been avoided but for such use, operation or combination; (d) HashiCorp's compliance with designs, specifications or instructions provided by Customer where those designs, specifications or instructions cause the infringement; (e) use by Customer after notice by HashiCorp to discontinue use of all or a portion of the Software; or (f) third-party open source software. 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.

9   LIMITATION OF LIABILITY AND DISCLAIMER OF DAMAGES.

9.1   Disclaimer of Indirect Damages. EXCEPT FOR EITHER PARTY'S BREACH OF ITS OBLIGATIONS UNDER SECTION 6 ("CONFIDENTIAL INFORMATION"), 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. EXCEPT FOR EITHER PARTY'S BREACH OF ITS OBLIGATIONS UNDER SECTION 6 ("CONFIDENTIAL INFORMATION"), 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 SOFTWARE OR SERVICES, OR FOR EXCEEDING THE SCOPE OF THE LICENSES GRANTED 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 Convenience. Customer may terminate this Agreement or any individual Support Subscription for any reason or for no reason by providing HashiCorp at least thirty (30) days' prior written notice.

10.3   Termination for Cause. Either party may terminate this Agreement immediately upon written notice to the other party if: (a) the other party breaches or fails to perform or observe any material term of this Agreement and such failure is not cured (or curable) within thirty (30) days after written notice to the other party; or (b) 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. Termination of this Agreement will result in the termination of all Order Forms, whereas termination of an individual Order Form will not terminate this Agreement if the Agreement also governs other active Order Forms that are not being terminated.

10.4   Effect of Termination. Upon termination of this Agreement by Customer for convenience, or any individual Support Subscription for convenience, all unpaid fees for the terminated License Subscription(s) shall become due and payable, and any prepaid fees for the License Subscription(s) will be nonrefundable. Prepaid fees for the terminated Support Subscription(s) will be refunded on a pro rata basis. All licenses granted to Customer, and all Support obligations of HashiCorp, will end upon the expiration or termination of this Agreement for any reason. The following sections of the Agreement will survive termination: Sections 4.2, 5, 6, 7.2, 8, 9, 10.4 and 11. Within thirty (30) days after termination, each Recipient shall return or destroy (or in the case of electronic data, use commercially reasonable efforts to delete or render practically inaccessible by Recipient) all Confidential Information and materials containing any Confidential Information of the Discloser (and, where HashiCorp is the Discloser, all copies of the Software in Recipient's possession).

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, 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; and (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 Software 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 insist upon or 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 interpreted or construed as a waiver or relinquishment 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 nor 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. 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 Software is being licensed by the U.S. Government, the Software 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 computer software license 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. 227.7202-3, 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.

"**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.

"**Community Versions**" means the unsupported open-source versions of HashiCorp products that HashiCorp makes available to users at no charge.

"**Contact Details**" means Customer contact details that are obtained by HashiCorp in the ordinary course of maintaining its business relationship with Customer.

"**Customer Personal Data**" means Personal Data owned, licensed, or otherwise controlled by Customer (including data maintained by Customer or Customer' Affiliate(s) on behalf of a third party).

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

"**License Entitlement**" means the applicable license metrics and quantities under which the Software is licensed 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.

"**License Subscription**" means the subscription Customer purchases to use the Software.

"**License Subscription Term**" means the subscription period(s) specified in an Order Form during which Customer is licensed to use the Software under this Agreement.

"**Order Form**" means the purchasing document that details the Software and Support purchased by Customer from HashiCorp or a Business Partner, including the applicable pricing and License Entitlements.

"**Personal Data**" means any information relating to an identified or identifiable natural person (or, to the extent that applicable Data Privacy Laws apply to information about legal persons, an identified or identifiable legal person).

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

"**Software**" means HashiCorp software and other software programs branded by HashiCorp, including updates; Software does not include third-party open-source software which may be provided therewith, or Community Versions.

"**Support**" means the maintenance and support provided by HashiCorp (or a HashiCorp-authorized third party support-provider) to Customer for the Software, as more fully described in the Support Policy.

"**Support Subscription**" means the level of Support purchased by Customer, as set forth in the Order Form.

Appendix 2
(HashiCorp Support)

1.   HashiCorp Support. HashiCorp's support offerings, service levels, and guidelines are set forth at https://support.hashicorp.com/. 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: (a) provide HashiCorp with sufficient information and resources to correct the applicable Support issue; and (b) promptly install all software updates provided by HashiCorp. Customer is responsible for reading the release notes and any other documentation provided by HashiCorp before installing or upgrading the Software, and for testing the Software before deploying it in a production environment. Customer should also backup its production systems on a regular basis and have those backups available if needed for restoration purposes. HashiCorp is not obligated to provide Support for the following: (a) Software that has been modified or damaged by Customer or a third party (unless at HashiCorp's direction); (b) issues caused by Customer's negligence, or a malfunction of Customer's hardware or cloud-environment, or other causes beyond HashiCorp's reasonable control; and (c) issues caused by third party software not licensed or provided by HashiCorp that Customer may be using in conjunction with HashiCorp Software.

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 deployment and usage of the Software. 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.