Pivotal Product Guide

I. Introduction

Pivotal Software is licensed by Pivotal to either (i) customers who order directly from Pivotal under a signature-bearing agreement that references this Product Guide or under the terms of an End-User License Agreement ("EULA") between Pivotal and the individual or entity entitled to license the Software (individual or entities hereinafter referred to as "Direct End-Users"); or (ii) authorized Distributors, organizations that resell the Software directly, or through additional tiers of resellers, to the individual or entity licensed to use of the Software ("Indirect End-User"). Whether Software is purchased under the EULA or other signed agreement, such applicable agreement is referred to as "EULA". Direct End-Users and Indirect End Users are referred to as "You" or "Customer" or "licensee".

II. Terms Applicable to All Products

This Product Guide shall supersede and control over any conflicting or additional terms and conditions of any license agreement, order document, acknowledgment or confirmation, or other document issued by Customers, unless Pivotal executes a separate written agreement with any such Customers express indicating that: (a) such document shall modify this Product Guide; or (b) the terms of such document shall supersede and control in the event of any inconsistency. This Guide incorporates by reference the terms defined in Pivotal's EULA at https://network.pivotal.io/pivotal_software_eula. Pivotal Software can be licensed (a) on a Subscription basis for 1, 2 or 3-year periods; or (b) perpetually and must be specified in the applicable order, which means the applicable Pivotal or Distributor quote or Customer purchase order ("Order").

III. Evaluation Licenses

Customer's Evaluation Term for all Pivotal Software shall be for 90 days. The particular Evaluation Software, period of use, installation site and other transaction-specific conditions shall be as mutually agreed between Pivotal and Customer. Customer's evaluation for the below-listed Pivotal Software is limited as set forth in Table 1 ("Limitation on Evaluation Licenses"):

TABLE 1

Offering	Limitation on Evaluation License
Pivotal Cloud Foundry® Operations Manager	A PIVOTAL CLOUD FOUNDRY OPERATIONS MANAGER evaluation license provides an available capacity of 1 PIVOTAL CLOUD FOUNDRY OPERATIONS MANAGER and 1 pack of PIVOTAL CLOUD FOUNDRY ELASTIC RUNTIME (50 application instances)
Pivotal Cloud Foundry® Elastic Runtime	A PIVOTAL CLOUD FOUNDRY ELASTIC RUNTIME evaluation license provides an available capacity of 1 Foundation of PIVOTAL CLOUD FOUNDRY OPERATIONS MANAGER and 1 pack of PIVOTAL CLOUD FOUNDRY ELASTIC RUNTIME (50 application instances)
Pivotal® HD	A PIVOTAL HD evaluation license shall not be used with more than 50 nodes when deployed with PIVOTAL HD. A PIVOTAL HD Single Node (VM) Evaluation License shall not be used with more than 1 single node VM
HAWQ®	A HAWQ evaluation license shall not be used with more than 50 nodes when deployed with PIVOTAL HD
Pivotal GemFire® XD	A PIVOTAL GEMFIRE XD evaluation license shall not be used with more than 50 nodes when deployed with PIVOTAL HD

IV. Support Policy

Support entitlements are described at http://www.pivotal.io/support.

OSS Support for Developers is also available as described here: http://www.pivotal.io/support/oss.

V. Defined Terms

TABLE 2

UOM / Metric Name	Definition
Application Instance	A single process running on a single virtual machine within the Foundation or on Pivotal's online Platform-as-a-Service offering [currently called Pivotal Web Services (PWS)], where the total number of Application Instances that a licensee simultaneously runs on the applicable Foundation are counted
CPU	The total number of physical Processors used to run the Software, limited to 6 Cores. Running the Software on a Processor with more than six Cores requires multiple Software licenses: 2 licenses for a Processor with up to 12 Cores, 3 licenses for a Processor with up to 18 cores, etc.
Foundation	Number of Foundations on which the Application Instances will operate. A single Foundation includes use on up to all of the virtual machines running on physical servers at one physical location owned or operated by the licensee
Individual CPU Core	Single unit of processing power on a physical chip that houses a central processing unit that can execute computer programs Core Equivalent: 1. When operating the Software in a "bare metal" environment (which means (i) a physical machine without a hypervisor product capable of creating Virtual Machines) or (ii) not within a cloud service environment), a "Core" is a single, computational unit of the Processor 2. When operating the Software in a hypervisor (Virtual Machine) environment, a "Core" equals a single unit of virtual processing power (commonly referred to as a "vCPU") configured to each Virtual Machine 3. When operating the Software in a public cloud services environment, a "Core" is the basic, most granular unit of computational power as defined by the cloud service provider. This may include, but is not limited to such units expressed as the number of "vCPUs," "virtual CPUs," "virtual cores," and "dynos."
Named User	Total Number of unique named users or seats accessing the Software, whether such users are actively using, or accessing, the Software, at any time. If a named user of the Software leaves the employ of the customer, or moves into a role that doesn't require access to the Software, the seat does not have to be relinquished by the customer but can be reassigned to a new Named User
Node	Each motherboard on a laptop, desktop or server, except that a stand-alone 2 CPU rack server consisting of two (2) or less motherboards
Non-Production Environment	A test environment, development environment, or other environment not used by end users for business or other operations. All programs used in the Non-Production Environment must be licensed under the appropriate EULA
Pivotal Web Services	An instance of Cloud Foundry deployed and operated by Pivotal. Customers may choose to use some portion of Pivotal Cloud

	Foundry related licenses that are supported in Pivotal Web Services subject to Pivotal Web Services related inclusions and restrictions
Processor	A single, physical chip that houses a CPU that can execute computer programs
Production Environment	The environment used by end users for business or other operations including High-Availability (HA) and disaster recovery environments. All programs used in the Production Environment must be licensed under the appropriate license agreement
Server	A hardware system capable of running the Software. A hardware partition or blade is considered a separate hardware system
Server Side	Operations that are performed by the Server in a client-server relationship
Service Instance	A single, unique configuration of a service (such as a database or other software or middleware) within a Foundation that utilizes resources (such as CPU, cores, virtual machines, memory, messaging, development and/or data storage) within the same or another licensed Foundation, where the total number of Services Instances that a licensee simultaneously runs on the applicable Foundation are counted
Terabyte	A unit of measure of computer storage capacity that is 2 to the 40th power (240 bytes) or approximately a trillion bytes
Unit of Measure (UOM)	Pricing metric under which a SW is being licensed
vCPU	A unit of virtual processing power configured to a VM
Virtual Machine (VM)	A software container that can run its own operating system and execute applications, just as a physical computer does
WAN	A specific feature found in PIVOTAL GEMFIRE and PIVOTAL GEMFIRE XD used to connect 2 separate clusters together and share data asynchronously

VI. Pivotal Software Term Table

TABLE 3 -- Pivotal Platforms and Bundled Suites

Offering	Description	UOM/Metric	Inclusions and Restrictions	Pre-requisites (Pivotal SW to be licensed separately)
Pivotal Cloud Foundry® Operations Manager	PIVOTAL CLOUD FOUNDRY OPERATIONS MANAGER is a single running Pivotal Cloud Foundry instance hosted across a cluster of Virtual Machines	Foundation	The following Pivotal Cloud Foundry Services are included with a license to Pivotal Cloud Foundry Operations Manager, all of which are limited to NON-PRODUCTION USE: ● MONGODB for Pivotal Cloud Foundry ● MYSQL for Pivotal Cloud Foundry	Pivotal Cloud Foundry Elastic Runtime OR Mobile Services for Pivotal Cloud Foundry

			● NEO4J for Pivotal Cloud Foundry ● REDIS for Pivotal Cloud Foundry ● RIAK CS for Pivotal Cloud Foundry ● PIVOTAL HD for Pivotal Cloud Foundry ● PIVOTAL RABBITMQ for Pivotal Cloud Foundry	
Pivotal Cloud Foundry® Elastic Runtime	PIVOTAL CLOUD FOUNDRY ELASTIC RUNTIME is a Cloud Foundry runtime environment provisioned by PIVOTAL CLOUD FOUNDRY OPERATIONS MANAGER and is where Application Instances (AIs) are hosted Customers push applications and horizontally scale them to the requested number of AIs A single user can have multiple applications and an application is often composed of many Application Instances	Application Instance	● PIVOTAL tc SERVER ● OSS Support for Apache Tomcat ● OSS Support for Spring ● Entitlement to push Application Instances in a Pivotal Web Services Account, up to the licensed limit and subject to the Pivotal Web Services Terms of Service ○ The average memory per pushed Application Instance shall not exceed 4GB.	Pivotal Cloud Foundry Operations Manager
Pivotal® Mobile Services Suite for Pivotal Cloud Foundry®	PIVOTAL MOBILE SERVICES SUITE FOR PIVOTAL CLOUD FOUNDRY provides a powerful set of consumer-grade, mobile backend services that accelerate your mobile app development and deployment It supports native, hybrid and web applications	Application Instance	The following Pivotal Cloud Foundry Services are included with a license to Mobile Services Suite for Pivotal Cloud Foundry: ● Push Notification - Provides secure and scalable push notifications to your mobile apps, increasing user engagement and productivity ● API Gateway - Provides API aggregation and transformation, simplifying backend system integration and optimizing mobile content ● Data Sync - Provides cloud-based storage for mobile data, with authenticated access to simplify mobile application development. ● App Distribution - Provides users	Pivotal Cloud Foundry Operations Manager

			with a release process for testing and sharing mobile apps currently in development

Pivotal Cloud Foundry Elastic Runtime, MySQL for Pivotal Cloud Foundry, Redis for Pivotal Cloud Foundry and Pivotal RabbitMQ for Pivotal Cloud Foundry are included in the Mobile Services Suite for Pivotal Cloud Foundry and are restricted for use with Mobile Services for Pivotal Cloud Foundry | |
| **Pivotal® Services Suite for Pivotal Cloud Foundry®** | PIVOTAL SERVICES SUITE FOR PIVOTAL CLOUD FOUNDRY provides an expansive set of application development tools that integrate seamlessly with Pivotal Cloud Foundry | Service Instance | The following Pivotal Cloud Foundry Services are included with a license to Pivotal Services Suite for Pivotal Cloud Foundry:
● MySQL for Pivotal Cloud Foundry
● Redis for Pivotal Cloud Foundry
● Pivotal RabbitMQ for Pivotal Cloud Foundry | Pivotal Cloud Foundry Operations Manager and Pivotal Cloud Foundry Elastic Runtime |
| **Pivotal® Big Data Suite** | PIVOTAL BIG DATA SUITE enables your users, developers, and data scientists with a complete suite of data management tools, including PIVOTAL HD | Core | The following Software can be run concurrently up to the licensed number of Cores:
● Greenplum DataBase
● GemFire
● HAWQ
● Pivotal HD, which includes Pivotal Command Center (the number of cores consumed by Pivotal HD do not count towards the number of BDS cores licensed, but are limited to the total amount of BDS cores licensed).
● Pivotal RabbitMQ
● OSS Support for Redis
● OSS Support for RabbitMQ
● OSS Support for Spring XD

Pivotal Big Data Suite can be consumed on Pivotal Cloud Foundry | |

			for Data products that can be integrated with Pivotal Cloud Foundry: ● Redis for Pivotal Cloud Foundry ● Pivotal RabbitMQ for Pivotal Cloud Foundry ● Pivotal HD for Pivotal Cloud Foundry One (1) Foundation of Pivotal Cloud Foundry is included for each customer when licensing Pivotal Big Data Suite	
Pivotal® Big Data Suite - Open Edition	PIVOTAL BIG DATA SUITE - OPEN EDITION enables users, developers, and data scientists with a complete suite of data management tools	Core	The following products can be run concurrently up to the licensed number of Core: ● Greenplum DataBase ● GemFire ● HAWQ ● Pivotal RabbitMQ ● OSS Support for Redis ● OSS Support for RabbitMQ ● OSS Support for Spring XD Pivotal Big Data Suite can be consumed on Pivotal Cloud Foundry for Data products that can be integrated with Pivotal Cloud Foundry: ● Redis for Pivotal Cloud Foundry ● Pivotal RabbitMQ for Pivotal Cloud Foundry One (1) Foundation of Pivotal Cloud Foundry is included for each customer when licensing Pivotal Big Data Suite	
Pivotal® App Suite	PIVOTAL APP SUITE enables users and developers with a complete suite of lightweight and cloud-ready application infrastructure tools	Core	The following products can be run concurrently up to the licensed number of Core: ● Pivotal tcServer ● Pivotal RabbitMQ (commercial version)	

			Support Services for the following OSS components are included in the Pivotal App Suite: ● Spring, including Spring IO and Spring XD ● Redis ● RabbitMQ ● Apache Tomcat	

TABLE 4 -- Pivotal Individual Software Offerings

Offering	Description	UOM/Metric	Inclusions and Restrictions	Prerequisites (Pivotal SW to be licensed separately)
Pivotal Tracker® for Pivotal Cloud Foundry®	PIVOTAL TRACKER FOR Pivotal Cloud Foundry is an agile project management and collaboration tool for enterprise clouds that integrates with Pivotal Cloud Foundry	Named User	The following Pivotal Cloud Foundry Services are included with a license to Pivotal Tracker for Pivotal Cloud Foundry, all of which are limited for use with Pivotal Tracker for Pivotal Cloud Foundry: ● MYSQL for Pivotal Cloud Foundry ● RIAK CS for Pivotal Cloud Foundry	Pivotal Cloud Foundry Operations Manager and Pivotal Cloud Foundry Elastic Runtime
Pivotal Greenplum® DataBase	PIVOTAL GREENPLUM DATABASE (GPDB) is an extensible relational database platform that uses a shared-nothing, massively parallel processing (MPP) architecture built atop commodity hardware to vastly accelerate your analytical processing GPDB's shared-nothing MPP architecture provides every segment with an independent high-bandwidth connection to dedicated storage	Terabyte	A Pivotal GPDB license includes access to: ● Optional no-cost-add-on for PIVOTAL COMMAND CENTER for GPDB ● Optional no-cost-add-on for GPTEXT	
Pivotal® HD (PHD)	PIVOTAL HD is a 100% Apache-compatible Hadoop distribution featuring a compliant query engine for processing	Server or Node	A Pivotal HD license includes access to PIVOTAL COMMAND CENTER for PIVOTAL HD	

	data stored in Hadoop. PIVOTAL HD includes Hadoop Distributed File System (HDFS), MapReduce, Hive, Pig, HBase, Zookeeper, and Yarn, amongst other components A complete list of all the components included in PIVOTAL HD can be found at the following link: http://docs.pivotal.io/pivotalhd/Overviewof ApacheStackandPivotalComponents.html			
HAWQ®	HAWQ integrates the industry's first native, MPP SQL query Processor with Apache Hadoop HAWQ enables licensee leverage existing SQL-capable business intelligence and analytic tools and extract, load, transform (ETL) processes, plus licensee's workforce's SQL skills to simplify Hadoop-based data analytics development, thereby increasing productivity HAWQ benefits include unprecedented query processing performance -- 100X improvement in query performance -- as well as true, interactive and deep SQL processing, and powerful analytics	Server or Node		Pivotal HD (PHD)
Pivotal GemFire®	PIVOTAL GEMFIRE is a distributed in-memory data grid for online transaction processing ("OLTP") applications	Individual CPU Core	Pivotal GemFire can be licensed through the following options: **Enterprise Edition:** Production license for full GemFire functionalities, including WAN usage. GemFire Enterprise Edition includes all server side product features **Client/Embedded Edition:** ● Individual - Single client	

			connecting to the GemFire cluster ● Unlimited - Unlimited number of clients connecting to the particular PIVOTAL GEMFIRE cluster. Licensed per PIVOTAL GEMFIRE Enterprise Edition individual CPU Core and is applied to all Server Side individual CPU Cores in the cluster **Community Edition:** ● Limited to 3 processes, limited to 32GB per process, maximum 12 individual CPU Cores ● No WAN Feature usage allowed. ● The Community Edition can only be deployed in a Production Environment when user has an active support contract with Pivotal **Pre-production Testing & Development Edition:** ● No WAN Feature usage allowed ● Limited to use in a Non-Production environment	
Pivotal GemFire® XD	PIVOTAL GEMFIRE XD is an in-memory distributed OLTP SQL a	Individual CPU Core or Server or Node		Versions 1.1. x and below: Pivotal HD
Pivotal® RTI	PIVOTAL RTI (REAL-TIME INTELLIGENCE) delivers fast, accurate and granular customer insights from network and user data streams This innovative and open platform provides the flexibility to rapidly consume additional data streams, perform new analysis and generate insights from the source streams in real-time	Individual CPU Core	The following codes are included in Pivotal RTI and should be used solely for the purpose of running Pivotal RTI Any use of these codes outside of Pivotal RTI will require purchasing full-use licenses separately ● Spring - runtime version. ● GemFire – runtime version ● RabbitMQ – run time version	

	The "scale-out" platform meets cost and performance objectives of operators looking for a fast, responsive approach to customer experience management, network performance optimization and real-time location based service delivery		
Pivotal RabbitMQ®	PIVOTAL RABBITMQ is a messaging broker which provides applications a common platform to send and receive messages PIVOTAL RABBITMQ may be deployed on physical, virtual or cloud infrastructure	CPU	
Pivotal® tc Server	PIVOTAL tc SERVER is an Apache Tomcat-compatible servlet and JSP container A Tomcat-based Java application server, enterprises use PIVOTAL tc SERVER as a platform for running production java applications PIVOTAL tc SERVER contains a 100% Apache Tomcat core with a set of optional extensions that facilitate deployment and maintenance in the enterprise PIVOTAL tc SERVER can be deployed on physical, virtual, and cloud infrastructures	CPU	
Pivotal® tc Server -- Developer Edition	PIVOTAL tc SERVER DEVELOPER EDITION is the developer edition of Apache Tomcat-compatible servlet and JSP container that includes Spring Insight Developers use PIVOTAL tc SERVER DEVELOPER EDITION as a platform for development and tuning of Java applications	Named User	PIVOTAL tc SERVER DEVELOPER EDITION includes Spring Insight application and is licensed with the following restrictions: ● To be used on single node developer machines ● Maximum 12-core machine ● Used only for software development purposes ● Not for testing, staging,

			production or hot standby	
Pivotal® App Suite (Developer License)	App Suite version which runs on a single-node developer machines free of charge, without support Developer Support can be purchased	Named User / Developer	Access and support to the same inclusions as the 'Pivotal App Suite' with the following restrictions: ● Can be used on single-node developer machines free of charge, without support. ● Maximum 12-core machine ● Used only for software development purposes ● Not for testing, staging, production or hot standby	

VII. Third Party Software Referrals

TABLE 5

Offering	Description	UOM/Metric	Inclusions and Restrictions	Pre-requisites (Pivotal SW to be licensed separately)
Jenkins Enterprise by CloudBees® for Pivotal Cloud Foundry®	JENKINS ENTERPRISE BY CLOUDBEES FOR Pivotal Cloud Foundry provides integration between Pivotal Cloud Foundry and a commercial version of open source Jenkins continuous integration platform provided by CloudBees	N/A	All Pivotal Cloud Foundry OPERATIONS MANAGER users are entitled to an evaluation license of JENKINS ENTERPRISE BY CLOUDBEES FOR Pivotal Cloud Foundry Following the evaluation period set forth by CloudBees, a user will need to enter into a licensing agreement with CloudBees for continued use of JENKINS ENTERPRISE BY CLOUDBEES FOR Pivotal Cloud Foundry	Pivotal Cloud Foundry Operations Manager and Pivotal Cloud Foundry Elastic Runtime
DataStax® Enterprise for Pivotal Cloud Foundry®	DATASTAX ENTERPRISE FOR Pivotal Cloud Foundry provides integration between Pivotal Cloud Foundry and a commercial version of open source Cassandra distributed	N/A	All Pivotal Cloud Foundry OPERATIONS MANAGER users are entitled to a non-production use license of DATASTAX ENTERPRISE FOR Pivotal Cloud Foundry	Pivotal Cloud Foundry Operations Manager and Pivotal Cloud Foundry Elastic Runtime

	database management system provided by DataStax		The user will need to enter into a licensing agreement with DataStax for production use of DATASTAX ENTERPRISE FOR Pivotal Cloud Foundry	

PIVOTAL SOFTWARE
LICENSE AGREEMENT

Pivotal Software, Inc. with a principal place of business at 3495 Deer Creek Road, Palo Alto, California, 94304 and the _____, an executive agency United States Government or Other Eligible Users (herein referred to as "USG") with a principal place of business at _____ hereby enter into this Pivotal Software License Agreement ("SLA") as of the date of the last signature below (the "Effective Date").

This SLA is a legally binding document between USG (an agency of the United States Government ("USG")" as and Pivotal. USG's use of the Software is subject to and expressly conditioned upon acceptance of this SLA. This SLA governs USG's use of the Software and the provision of Support Services and Subscription Services. This SLA shall apply to all those products and services sold to the U.S. Government under a General Services Administration ("GSA") Schedule contract. Capitalized terms have the meaning stated in the SLA.

1. DEFINITIONS

1.1. "Affiliate" means a legal entity that is controlled by, controls, or is under common "control" of Pivotal or USG. "Control" means more than 50% of the voting power or ownership interests.

1.2. "Beta Component" means a component of the Software provided herein which is not yet generally available but is included in the Software.

1.3.1 "Confidential Information" means the, Software, and all confidential and proprietary information of Pivotal or USG, including without limitation, all business plans, product plans, financial information, software, designs, and technical, business and financial data of any nature whatsoever, provided that such information is marked or designated in writing as "confidential," "proprietary," or with any other similar term or designation. Confidential Information does not include information that: (i) was publicly known and made generally available in the public domain prior to the time of disclosure by the disclosing party; (ii) becomes publicly known and made generally available after disclosure by the disclosing party to the receiving party through no action or inaction of the receiving party; (iii) is already in the possession of the receiving party at the time of disclosure by the disclosing party as shown by the receiving party's files and records immediately prior to the time of disclosure; (iv) is obtained by the receiving party from a third party without a breach of such third party's obligations of confidentiality; or (v) is independently developed by the receiving party without use of or reference to the disclosing party's Confidential Information, as shown by documents and other competent evidence in the receiving party's possession and prepared contemporaneously with such independent development; or (vi) is required by law to be disclosed by the receiving party, provided that the receiving party gives the disclosing party prompt written notice of such requirement prior to such disclosure and assistance in obtaining an order protecting the information from public disclosure. All Confidential Information shall be so marked.

1.3.2 Distributor" means a reseller, distributor, system integrator, service provider, independent software vendor, value-added reseller, OEM, or other partner that is authorized by Pivotal to license Software to end users. The term shall also refer to any third party duly authorized by a Distributor to license Software to end users.

1.3.3 "Documentation" means, collectively, the operating instructions, release notes, media, printed materials, user manuals and/or help files for the Software in electronic or written form.

1.4 "Evaluation Software" means Software made available by Pivotal directly to USG for a limited period of time at no charge to enable USG to evaluate such Software prior to making a final decision on licensing or purchasing such from Pivotal.

1.5"**License Key**" or "**Compliance Key**" means a serial number that enables USG to activate and use the Software, as applicable.

1.6"**Major Release**," means a generally available release of the Software that (a) contains functional enhancements and extensions, (b) fixes for high severity and high priority bugs, and (c) is designated by Pivotal by means of a change in the digit to the left of the first decimal point (e.g., Software 5.0 >> Software 6.0).

1.7 "**Minor Release**" means a generally available release of the Software that (a) introduces a limited amount of new features, functionality and minor enhancements; (b) fixes for high severity and high priority bugs identified in the current release, and (c) is designated by Pivotal by means of a change in the digit to the right of the decimal point (e.g., Software 5.0>>Software 5.1).

1.8"**Open Source Software**" or "**OSS**" means software components that are licensed under a license approved by the Open Source Initiative or similar open source or freeware license and which are included in, embedded, utilized by, provided or distributed with the Software.

1.9"**Pivotal Product Guide**" means the notice by which Pivotal informs USG of product-specific usage rights and restrictions. The Pivotal Product Guide may be delivered in writing attached to the applicable Distributor quote, or otherwise in writing and attached is hereto as Exhibit 1.   Each Pivotal Product Guide is dated and is archived when it is superseded by a newer version. Pivotal shall not change any Pivotal Product Guide retroactively with regard to any products listed on an applicable quote issued prior to the date of the applicable Pivotal Product Guide. At USG's request, Pivotal shall without undue delay provide USG with a copy of the applicable Pivotal Product Guide.

1.10 "**Software**" means the Pivotal computer programs (listed on Pivotal's commercial price list) for which USG obtains a license under an order or quote (which specifies a perpetual, Software Subscription time-bound or license Term), together with any Software Release that is provided to USG during the Term.

1.11"**Software Release**" means any Major Release and Minor Release provided by Pivotal after initial delivery of the Software, but does not include new Software products or services (as determined by Pivotal).

1.12"**Software Subscription**" consists of: (a) access to the Software and Documentation (attached hereto as Exhibit 1) ; and (b) Support Services, which include any new Software and upgrades introduced with respect to the Software Subscription set forth in the quote on a "when and if available" basis during the Subscription Period.

1.13"**Subscription Period**" means the period of time commencing on the date that Pivotal either (i) ships the physical media to USG; or (ii) sends a notification that the Software is available for electronic download, and continues for the period specified as such on the quote.

1.14"**Support Services**" means the services available from Pivotal or its designee which provides Software Releases and support services for Software as set forth as Exhibit 2 hereto, as such schedule may be updated by Pivotal from time to time.

1.15"**Term**" shall mean the period of time during which USGis licensed to use the Software (and/or the Software Subscription), as set forth in the quote, or order, and the Software will be available for USG's use and/or access only for the duration of such Term.

2.   EVALUATION SOFTWARE AND BETA COMPONENTS

2.1   This SLA shall also apply to Evaluation Software (including any copies made by or on behalf of USG) and Documentation licensed to USG for a limited duration for the specific purpose of evaluation prior to making a final decision on procurement. USG can only use Evaluation Software in a non-commercial, non-production environment and only for a sixty (60) day period beginning on the day the Evaluation Software is made available to USG, unless otherwise agreed to in writing by Pivotal or as set forth in the Pivotal Product Guide ("Evaluation

Term"). The Evaluation Software, installation site and other transaction-specific conditions shall be as mutually agreed in writing between Pivotal and USG.

2.2 Notwithstanding any deviating terms in this SLA, all licenses for Evaluation Software expire at the end of the Evaluation Term. The right to evaluate the Evaluation Software expires at the end of the Evaluation Term or upon return of the Evaluation Software to Pivotal, whichever is earlier.

2.3 Without prejudice to any other limitations on Pivotal's liability set forth in this SLA (which shall also apply to Evaluation Software), Evaluation Software and Beta Components are provided "AS IS" and any warranty or damage claims against Pivotal in connection with Evaluation Software and Beta Components are hereby excluded, except in the event of fraud or wilful misconduct of Pivotal.

2.4 Unless otherwise specifically agreed in writing by Pivotal, Pivotal does not provide maintenance or support for any Evaluation Software and/or any Beta Components of the Software. USG RECOGNIZES THAT EVALUATION SOFTWARE OR ANY BETA COMPONENTS OF THE SOFTWARE MAY HAVE DEFECTS OR DEFICIENCIES WHICH CANNOT OR MAY NOT BE CORRECTED BY PIVOTAL. Pivotal shall have no liability to USG for any claim, suit, action or proceeding ("Claim(s)") brought by or against USG alleging that any or all of the Evaluation Software or any Beta Components of the Software or its operation or use infringes any patent, copyright, trade secret or other intellectual property or proprietary right. In event of such a Claim, Pivotal retains the right to terminate this SLA and take possession of the Evaluation Software and/or any Beta Components of the Software. THIS SECTION STATES PIVOTAL'S ENTIRE LIABILITY WITH RESPECT TO ALLEGED INFRINGEMENT OF INTELLECTUAL PROPERTY OR PROPRIETARY RIGHTS BY ANY OR ALL OF THE EVALUATION SOFTWARE, BETA COMPONENTS OF THE SOFTWARE, OR THEIR OPERATION OR USE.

3. GRANT AND USE RIGHTS FOR SOFTWARE

3.1 License Grant. The Software is licensed, not sold. Pivotal grants USG a non-exclusive, non-transferable license, without rights to sublicense, to use the Software in the country where USG is invoiced in accordance with the Documentation and the Pivotal license model set forth in the applicable Pivotal Product Guide, for which USG has paid the applicable license fees. Software must be installed on equipment located in the country where USG is invoiced. USG may allow third party consultants or contractors to access and use the Software on USG's behalf solely for USG's internal business operations, provided that they are bound by an agreement with USG protecting Pivotal's intellectual property with terms no less stringent than this SLA and USG ensures that such third party use of the Software complies with the terms of this SLA. USG may make one backup, unmodified copy of the Software solely for archival purposes. If USG upgrades or exchanges the Software from a previous validly licensed version, USG must cease use of the prior version of that Software. USG agrees to provide written certification of destruction of the previous version of the Software upon Pivotal's request.

3.2 Subscription Provisions. Pivotal grants USG-the GSA and its ordering activities a non-exclusive, non-transferable license to use the Software up to the maximum licensed capacity during the Subscription Period as set forth in the quote. Should USG exceed the licensed capacity during the Subscription Period, USG will promptly procure license rights for additional capacity at a mutually-agreed price. Following the expiration of the Subscription Period, the Subscription shall upon mutual agreement, renew for one (1) additional year at the same annual rate as set forth herein. USG must notify Pivotal at least thirty (30) days prior to the expiration of the Subscription Period of USG's intent to renew the Software Subscription for one (1) additional year. If USG chooses not to renew, USG agrees to cease using the Pivotal Software at the end of the Subscription Period and will certify same to Pivotal.

3.3 Open Source Software. Notwithstanding anything herein to the contrary, Open Source Software is licensed under such OSS's own applicable license terms, which can be found in the open_source_licenses.txt file included in the Software, or as applicable, the corresponding source files for the Software available at http://www.pivotal.io/open-source. USG is responsible for complying with any third party terms and conditions applicable to such Open Source Software. These OSS license terms may contain additional rights benefiting USG. The OSS license terms shall take precedence over this SLA to the extent that this SLA imposes greater restrictions on USG than the applicable OSS license terms, solely with respect to such OSS.

3.4 **Licensing Models**. Software is licensed for use only in accordance with the commercial terms and restrictions of the Software's relevant licensing model, which are stated in the Pivotal Product Guide attached hereto in Exhibit 1) and/or attached to the quote from Pivotal or Distributor.

3.5 **Restrictions**. Without Pivotal's prior written consent, USG must not, and must not allow any third party, to: (i) use Software in an application services provider, service bureau, or similar capacity for third parties; (ii) disclose to any third party the results of any benchmarking testing or comparative or competitive analyses of Software done by or on behalf of USG except as otherwise permitted herein; (iii) make available Software in any form to anyone other than USG's employees or contractors reasonably acceptable to Pivotal and which require access to use Software on behalf of USG in a matter permitted by this SLA; (iv) transfer or sublicense Software or Documentation to an Affiliate or any third party (notwithstanding the foregoing restriction, USG may use the Software to deliver hosted services to USG's Affiliates as defined herein); (v) use Software in conflict with the terms and restrictions of the Software's licensing model and other requirements specified in the Pivotal Product Guide and/or Pivotal quote; (vi) except to the extent permitted by applicable mandatory law, modify, translate, enhance, or create derivative works from the Software, or reverse assemble or disassemble, reverse engineer, decompile, or otherwise attempt to derive source code from the Software; (vii) remove any copyright or other proprietary notices on or in any copies of Software; or (viii) violate or circumvent any technological restrictions within the Software or specified in this SLA, such as via software or services.

3.6 **Decompilation**. Notwithstanding the foregoing, decompiling the Software is permitted to the extent the laws of the country in which USG is using the Software gives USG the express right to do so to obtain information necessary to render the Software interoperable with other software; provided that USG must first request such information from Pivotal (at legal@pivotal.io), provide all reasonably requested information to allow Pivotal to assess USG's claim, and Pivotal may, in its discretion, either provide such interoperability information to USG, impose reasonable conditions, including a reasonable fee, on such use of the Software, or offer to provide alternatives to ensure that Pivotal's proprietary rights in the Software are protected and to reduce any adverse impact on Pivotal's proprietary rights.

3.7 **Benchmarking**. USG may use the Software to conduct internal performance testing and benchmarking studies. USG may only publish or otherwise distribute the results of such studies to third parties as follows: only if USG provides a copy of USG's study to benchmark@pivotal.io for approval prior to such publication and distribution.

3.8 **USG Responsibilities**. USG is responsible for separately obtaining any software, hardware or other technology required to operate the Software and complying with any corresponding terms and conditions. USG is solely responsible for all obligations to comply with laws applicable to USG's use of the Software including without limitation any processing of personal data.

3.9 **Data Collection and Usage**. USG agrees that Pivotal may collect, use, store and transmit technical and related information about USG, USG's use of the Software including but not limited to server internet protocol address, hardware identification, operating system, application software, peripheral hardware, and Software usage statistics, to facilitate the provisioning of updates, support, invoicing, online services to USG. USG is responsible for obtaining any consents required in order to enable Pivotal to exercise the rights set forth in this Section 3.9, in each case in compliance with applicable law.

3.10 **Audit Rights**. During the Term and for two (2) years after termination or expiration of the SLA or Support Services and/or Software Subscription for the Software, USG agrees to maintain accurate records as to USG's installation and use of the Software sufficient to provide evidence of compliance with the terms of this SLA. As long as all USG security requirements are met Pivotal, or an independent third party designated by Pivotal, may audit, upon written notice to USG, USG's books, records, and computing devices to determine USG's compliance with this SLA and USG's payment of the applicable license and Support Services and/or Software Subscription fees, if any, for the Software. Pivotal may conduct no more than one (1) audit in any twelve (12) month period. In the event that any such audit reveals an underpayment by USG of more than five percent (5%) of the license amounts due to Pivotal in the period being audited, or that USG has breached any term of the SLA, then, Pivotal

shall invoice USG for any underpayments for Software licenses and Support Services and/or Software Subscription fees.

3.11 Reserved Rights. Pivotal retains all right, title, and interest in and to the Software, and all related intellectual property rights. Pivotal retains all rights not expressly granted to USG in this SLA.

4. TITLE, DELIVERY, ACCEPTANCE, PAYMENT AND PURCHASE.

4.1 Title, Delivery and Acceptance. Title and risk of loss for physical media containing Software shall transfer to USG upon Pivotal's delivery to USG ("Delivery"). Unless otherwise agreed, a common carrier shall be specified by Pivotal. Software may be provided by (i) Delivery of physical media; or (ii) electronic download (when so offered by Pivotal). All Software will be deemed to be delivered and accepted, meaning that Software operates in substantial conformity to the Documentation upon (i) Delivery of the physical media; or (ii) transmission of a notice of availability for download (accompanied by the license key when required by Pivotal or its Distributor). Notwithstanding such acceptance, USG retains all rights and remedies set forth in Section 9.1 of this SLA.

4.2 Purchasing. Each USG purchase order shall reference the applicable Pivotal quote and becomes binding on both parties when it is submitted to USG and accepted by Pivotal (i) issuing an e-mail or other written communication to USG; or (ii) delivering the Software identified in the purchase order to USG.

4.3 Payment. USG shall pay Pivotal's invoices in full within thirty (30) days after the date of Pivotal's invoice. In addition to the charges due hereunder, USG shall pay or reimburse to Pivotal for all valued added (VAT), sales, use, excise, withholding, personal property and other taxes resulting from a USG purchase order, except for taxes based on Pivotal's net income. If USG is required to withhold taxes, then USG will forward any withholding receipts to Pivotal at legal@pivotal.io. Pivotal shall state separately on its invoices taxes excluded from the fees, and USG agrees either to pay the amount of the taxes (based on the current value of the equipment) to the contractor or provide evidence necessary to sustain an exemption, in accordance with FAR 52.229-1 and FAR 52.229-3.

5. SUPPORT SERVICES AND SOFTWARE SUBSCRIPTION. In the event USG has purchased Pivotal Support or Software Subscription USG will be entitled to any updates, upgrades or extensions or enhancements to the Software. These Support or Software Subscription are subject to Pivotal's then-current terms and conditions for such Support or Software Subscription. Software Subscription includes Support Services (as set forth in Exhibit 2) and enables USG to obtain unspecified upgrades and major releases of the Software product purchased under such Software Subscription during the Subscription Period.

6. SOFTWARE RELEASES.
USG shall use and deploy Software Releases strictly in accordance with terms of the original license for the Software.

7. TERMINATION. Pivotal may terminate this SLA in its entirety as follows:
A. USG may terminate this SLA pursuant to FAR 52.212-4(m) or (ii) for convenience pursuant to FAR 52.212-4 (l).
B. Pivotal may terminate this SLA in its entirety as follows: For EULAs with Other Customers LICENSOR may terminate licenses for cause if Customer breaches the terms governing use of the Software and fails to cure within thirty (30) days after receipt of Pivotal's written notice thereof.
C. Upon termination of a license, Customer shall cease all use and return or certify destruction of the applicable Software (including copies) to Pivotal. Any provision that by its nature or context is intended to survive any termination or expiration, including but not limited to provisions relating to payment of outstanding fees, confidentiality and liability, shall so survive. In the event of expiration or any termination of this SLA, USG must remove and destroy all copies of the Software, including all backup copies, from the server, virtual machine, and all computers and terminals on which the Software is installed or used and certify destruction of applicable Software (including copies).

8. **IP INDEMNITY**. Subject to Section 9.3 herein, Pivotal shall (i) at its own expense, defend USG against any third party claim that the Software infringes a copyright or patent enforceable in a country that is a signatory to the Berne Convention; and (ii) pay the resulting costs and damages finally awarded against USG by a court of competent jurisdiction, or pay the amounts stated in a written settlement negotiated and approved by Pivotal. The foregoing obligations are subject to the following: USG (a) notifies Pivotal promptly in writing of such claim; (b)(1) if Customer is an entity for which the Department of Justice (DoJ) has the statutory right to exercise sole control over the defense, DoJ shall have that right, provided that DoJ shall consult appropriately with Pivotal shall have the right to intervene through its own counsel and at its own expense; (b)(2) for all other Customers, Customer grants Pivotal sole control over the defense and settlement thereof; (c) reasonably cooperates in response to an Pivotal request for assistance; and (d) is not in material breach of this EULA.

reasonably cooperates in response to Pivotal's request for assistance; and (d) is not in material breach of this SLA. Should the Software become, or in Pivotal's opinion be likely to become, the subject of such a claim, Pivotal may, at its option and expense, (1) procure for USG the right to make continued use thereof; (2) replace or modify such so that it becomes non-infringing; or (3) request return of the Software and, upon receipt thereof, refund the price paid by USG, less straight-line depreciation based on a three (3) year useful life for Software. Notwithstanding anything to the contrary stated herein, Pivotal shall have no liability to the extent that the alleged infringement arises out of or relates to: (A) combination, operation or use of the Software with any other software, hardware, technology, data, or other materials, if the infringement would not have arisen but for such combination, operation or use; (B) use for a purpose or in a manner for which the Software was not designed; (C) any modifications to the Software made by any person other than Pivotal or its authorized representatives; (D) any modifications to the Software made by Pivotal pursuant to USG's specific instructions; (E) use of any older version of the Software when use of a newer Software Release made available to USG would have avoided the infringement; (F) any Open Source Software or other software, hardware, technology, data, or other materials not developed by Pivotal; (G) combination, operation or use of (1) Open Source Software or other software, hardware, technology, data, or other materials not developed by Pivotal with (2) other Open Source Software or other software, hardware, technology, data, or other materials not developed by Pivotal; or (H) combination, operation or use of Pivotal proprietary materials or Open Source Software developed by Pivotal with Open Source Software or other software, hardware, technology, data, or other materials not developed by Pivotal. THIS SECTION STATES USG'S SOLE AND EXCLUSIVE REMEDY AND PIVOTAL'S ENTIRE LIABILITY WITH RESPECT TO ALLEGED INFRINGEMENT OF INTELLECTUAL PROPERTY OR PROPRIETARY RIGHTS BY ANY OR ALL OF THE SOFTWARE OR ITS OPERATION OR USE.

9. LIMITED WARRANTY AND LIMITATION OF LIABILITY

9.1   Software Warranty, Duration and Remedy. Pivotal warrants to USG that the Software will, for a period of ninety (90) days following Delivery or notice of availability for electronic download ("Warranty Period"), substantially conform to the applicable Documentation, provided that the Software: (i) has been properly installed and used at all times in accordance with the applicable Documentation; and (ii) has not been modified or added to by persons other than Pivotal or its authorized representative. Pivotal will, at its own expense and as its sole obligation and USG's exclusive remedy for any breach of this warranty, either replace that Software or correct any reproducible error in that Software reported to Pivotal by USG in writing during the Warranty Period. If Pivotal determines that it is unable to correct the error or replace the Software, Pivotal will refund to USG the amount paid by USG for that Software, in which case the license for that Software will terminate.

9.2   WARRANTY EXCLUSIONS. EXCEPT AS SET FORTH IN SECTION 9.1, PIVOTAL AND ITS LICENSORS PROVIDE THE SOFTWARE WITHOUT ANY WARRANTIES OF ANY KIND, EXPRESS, IMPLIED, STATUTORY, OR IN ANY OTHER PROVISION OF THIS SLA OR COMMUNICATION WITH USG, AND PIVOTAL AND ITS LICENSORS SPECIFICALLY DISCLAIM ANY IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, TITLE, AND ANY WARRANTIES ARISING FROM COURSE OF DEALING OR COURSE OF PERFORMANCE REGARDING OR RELATING TO THE SOFTWARE, THE DOCUMENTATION, OR ANY MATERIALS FURNISHED OR PROVIDED TO USG UNDER THIS SLA. PIVOTAL AND ITS LICENSORS DO NOT WARRANT THAT THE SOFTWARE WILL OPERATE UNINTERRUPTED OR THAT IT WILL BE FREE FROM DEFECTS OR THAT THE SOFTWARE WILL MEET (OR IS DESIGNED TO MEET) USG'S BUSINESS REQUIREMENTS.

9.3 LIMITATION OF LIABILITY. IN NO EVENT WILL PIVOTAL BE LIABLE FOR ANY LOST PROFITS OR BUSINESS OPPORTUNITIES, LOSS OF USE, BUSINESS INTERRUPTION, LOSS OF DATA, OR ANY OTHER INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES HOWEVER CAUSED AND ARISING UNDER ANY THEORY OF LIABILITY, WHETHER BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY, OR OTHERWISE. PIVOTAL'S AND ITS LICENSORS' AGGREGATE LIABILITY ARISING OUT OF OR RELATING TO THIS SLA OR THE PROVISION OR USE OF ANY AND ALL OF THE SOFTWARE AND SERVICES PROVIDED HEREUNDER, WILL NOT, IN ANY EVENT, EXCEED THE LESSER OF (I) FEES USG PAID FOR THE SOFTWARE DURING THE 12 MONTHS PRECEDING THE DATE PIVOTAL RECEIVES WRITTEN NOTICE OF THE FIRST CAUSE OF ACTION TO ARISE HEREUNDER; OR (II) USD$1,000,000. THE FOREGOING LIMITATIONS SHALL APPLY REGARDLESS OF WHETHER PIVOTAL OR ITS LICENSORS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND REGARDLESS OF WHETHER ANY REMEDY FAILS OF ITS ESSENTIAL PURPOSE. The foregoing exclusion/limitation of liability shall not apply to (1) personal injury or death resulting from Pivotal's negligence; (2) for fraud; (3) for any other matter for which liability cannot be excluded by law or (4) express remedies provided under any FAR, GSAR or Schedule 70 solicitation clauses incorporated into the GSA Schedule 70 contract.

9.4 Limitation Period. All claims must be made within (i) the time period specified by applicable law; or (ii) eighteen (18) months after the cause of action accrues if no such period is specified at law.

9.5 Regular Back-ups. As part of its obligation to mitigate damages, USG shall take reasonable data backup measures. In particular, USG shall backup data before Pivotal performs any remedial works, upgrades, uploads or installs any new Software Release or otherwise works on USG's production systems. To the extent Pivotal's liability for loss of data is not anyway excluded under this SLA, Pivotal shall in case of data losses only be liable for the typical effort to recover the data which would have accrued if USG had appropriately backed up its data.

10. CONFIDENTIALITY. Each party shall (i) use Confidential Information of the other party only for the purposes of exercising rights or performing obligations in connection with this SLA; and (ii) use at least reasonable care to protect from disclosure to any third parties any Confidential Information disclosed by the other party for a period commencing upon the date of disclosure until three (3) years thereafter, except with respect to USG data stored within the Software to which Pivotal may have access in connection with the provision of Support or Software Subscription, which shall remain Confidential Information until or unless one of the exceptions stated in the above definition of Confidential Information applies. Notwithstanding the foregoing, either party may disclose Confidential Information (a) to independent contractors performing services on its behalf and Affiliates for the purpose of fulfilling its obligations or exercising its rights hereunder as long as such Affiliates and independent contractors performing services on its behalf comply with the foregoing; and (b) if required by law provided the receiving party has given the disclosing party prompt notice. Pivotal will not be responsible for unauthorized disclosure of USG data stored within the Software arising from a data security breach.

10.1 RESERVED

12. GENERAL

12.1 Construction. As used in this SLA: (a) the terms "include" and "including" are meant to be inclusive and shall be deemed to mean "include without limitation" or "including without limitation," (b) the word "or" is disjunctive, but not necessarily exclusive, (c) words used herein in the singular, where the context so permits, shall be deemed to include the plural and vice versa, (d) references to "dollars" or "$" shall be to United States dollars unless otherwise specified herein, (e) unless otherwise specified, all references to days, months or years shall be deemed to be preceded by the word "calendar." The headings of this SLA are intended solely for convenience of reference and shall be given no effect in the interpretation or construction of this SLA.

12.2 Governing Law. This SLA This Agreement is governed by the laws of the United States of America, excluding its conflict of law principles. The UN Convention on International Sale of Goods shall not apply.

12.3 Notices. Any notice, consent or other communication to be given under this SLA by any party shall be in writing and shall be either (a) personally delivered, (b) mailed by registered or certified mail, postage prepaid with return receipt requested, (c) delivered by prepaid overnight express delivery service or same-day local courier service, or (d) via e-mail transmission, with receipt confirmed or a confirming copy sent via mail. Notices delivered personally, by overnight express delivery service, by local courier service, facsimile transmission or email shall be deemed given as of actual receipt. Mailed notices shall be deemed given seven (7) Business Days after mailing.

12.4 Successors and Assigns. This SLA may not be assigned without the express written consent of the other party, not to be unreasonably withheld, conditioned or delayed, except that Pivotal may assign or transfer this SLA, in whole or in part, without consent of USG to any successors-in-interest to all or substantially all of the business or assets of Pivotal whether by merger, reorganization, asset sale or otherwise, or to any Affiliates of Pivotal. Any purported transfer or assignment in violation of this section is void. Subject to the foregoing restrictions, the terms and conditions of this SLA shall inure to the benefit of and be binding upon the respective permitted successors and assigns of the parties.

12.5 Severability. If any provision of this SLA becomes or is declared by a court of competent jurisdiction to be illegal, unenforceable, or void, portions of such provision, or such provision in its entirety, to the extent necessary, shall be severed from this SLA, and such court will replace such illegal, void or unenforceable provision of this SLA with a valid and enforceable provision that will achieve, to the extent possible, the same economic, business and other purposes of the illegal, void or unenforceable provision. The balance of this SLA shall be enforceable in accordance with its terms.

12.6 Waiver. Failure to enforce a provision of this SLA will not constitute a waiver.

12.7 Independent Contractor. The parties are independent contractors. Nothing in this SLA shall be construed to create a joint venture, partnership, or an agency relationship between the parties themselves or between the parties and any third person. Except as expressly provided herein, no party has the authority, without the other party's prior written approval, to bind or commit any other party in any way.

12.8 No Third-party Beneficiaries. This SLA is not intended to confer upon any person other than the parties hereto any rights or remedies hereunder.

12.9 Force Majeure. In the event that either party is prevented from performing or is unable to perform any of its obligations under this SLA due to any Act of God, fire, casualty, flood, earthquake, war, strike, lockout, epidemic, destruction of production facilities, riot, insurrection, material unavailability, unavailability or interruption of telecommunications equipment or networks, or any other cause beyond the reasonable control of the party invoking this section, and if such party shall have used reasonable efforts to mitigate its effects, such party shall give prompt written notice to the other party, its performance shall be excused, and the time for the performance shall be extended for the period of delay or inability to perform due to such occurrences.

12.10 Compliance with Laws; Export Control; Government Regulations. Each party shall comply with all laws applicable to the actions contemplated by this SLA. USG acknowledges that the Software is of United States origin, is provided subject to the U.S. Export Administration Regulations, may be subject to the export control laws of the applicable territory, and that diversion contrary to applicable export control laws is prohibited. USG represents that (1) USG is not, and is not acting on behalf of, (a) any person who is a citizen, national, or resident of, or who is controlled by the government of any country to which the United States has prohibited export transactions; or (b) any person or entity listed on the U.S. Treasury Department list of Specially Designated Nationals and Blocked Persons, or the U.S. Commerce Department Denied Persons List or Entity List; and (2) USG will not permit the Software to be used for, any purposes prohibited by law, including, any prohibited development, design, manufacture or production of missiles or nuclear, chemical or biological weapons. If the Software and related documentation is licensed to the United States government or any agency thereof, then the

Software and documentation will be deemed to be "commercial computer software" and "commercial computer software documentation," respectively, pursuant to DFARS Section 227.7202 and FAR Section 12.212, as applicable. Any use, reproduction, release, performance, display or disclosure of the Software and any related documentation by the U.S. Government will be governed solely by this SLA and is prohibited except to the extent expressly permitted by this SLA.

12.12   Entire Agreement. This SLA together with the underlying GSA Schedule Contract, the Schedule Price List and any applicable GSA Customer Purchase Orders is the complete statement of the agreement of the parties with regard to the subject matter hereof; and (ii) may be modified only by a writing signed by both parties.

12.13   Contact Information. Please direct legal notices or other correspondence to Pivotal Software, Inc., 3495 Deer Creek Road, Palo Alto, CA 94304, United States of America, Attn: legal@pivotal.io.

IN WITNESS WHEREOF, the Parties have caused this SLA to be signed on the respective dates indicated below.

Pivotal Software, Inc.   **USG:** _____
("Pivotal")   ("_____")

By: _____   By: _____

Name: _____   Name: _____

Title: _____   Title: _____

Date: _____   Date: _____

Pivotal Software Support Services Terms & Conditions

IMPORTANT - READ CAREFULLY: These Pivotal Support Services Terms and Conditions set forth the terms governing the provision of Support Services by Pivotal to its Customers (as used herein, a party entitled to receive Support Services subject to a quote or order shall be referred to as "Customer" or "You"). Pivotal (which means (i) Pivotal Software, Inc., if Customer is located in the United States; and (ii) the local Pivotal sales subsidiary, if Customer is located in a country in which Pivotal has a local sales subsidiary; and (iii) GoPivotal International Limited, if Customer is located outside the United States and in a country in which Pivotal does not have a local sales subsidiary (in each case, referred to herein as "Pivotal"), shall provide Support Services (as defined herein) ("Support Services") to the Customer, per the terms of this Agreement (the "Agreement") and as set forth at the Pivotal Support Services Website, at http://www.pivotal.io/support. The terms herein supplement the terms and conditions of Pivotal's End-User License Agreement ("EULA") or other applicable signature-bearing agreement that references the Pivotal Product Guide (such agreements are referred to as "Software License Agreement") between Pivotal and Customer. Capitalized terms not defined herein shall have the same meaning as defined in the applicable Software License Agreement.

1. Definitions.

1.1 "Error" means a failure in the Software to materially conform to the specifications described in the applicable product documentation ("Documentation").

1.2 "Modified Code" means any modification, addition and/or development of code scripts deviating from the predefined product code tree(s)/modules developed by Pivotal for production deployment or use. Modified Code excludes customizable Software options for which Pivotal offers Support Services on the applicable Pivotal price list.

1.3 "Services Fees" means the fees for Support Services specified in a corresponding Pivotal or reseller invoice.

1.4 "Services Period" means the period for which Customer has purchased the Support Services and shall commence on the date ("Effective Date") that such applicable Software is made available for download, unless an alternate date is described in an applicable Pivotal service brief.

1.5 "Initial Services Period" means the initial purchase of Support Services commencing on the Effective Date.

1.6 "Renewal Services Period" means the subsequent purchase of Support Services following the expiration of the Initial Services Period, which shall commence on the day after the Initial (or immediately prior) Services Period ends.

1.7 "Severity" is a measure of the relative impact an Error has on the use of the Software, as defined by Pivotal, and assigned by Customer when opening a Support request. The following Severity levels apply to all Software:

(a) "Severity One" means Customer's production server or other mission critical system(s) are down and no workaround is immediately available and (i) all or a substantial portion of Customer's mission critical data is at a significant risk of loss or corruption; (ii) Customer has had a substantial loss of service; or (iii) Customer's business operations have been severely disrupted.
(b) "Severity Two" means that major functionality is severely impaired such that (i) operations can continue in a restricted fashion, although long-term productivity might be adversely affected; (ii) a major milestone is at risk; ongoing and incremental installations are affected; or (iii) only a temporary workaround is available.
(c) "Severity Three" means a partial, non-critical loss of functionality of the Software such that: (i) the operation of some component(s) is impaired but allows the user to continue using the Software; or (ii) initial installation milestones are at minimal risk.
(d) "Severity Four" means general usage questions and cosmetic issues, including errors in the Documentation.

1.8 "Software" means the Pivotal computer programs (listed on Pivotal's commercial price list) for which Customer obtains a license under an order or quote (which specifies a perpetual, Subscription Services time-bound or license Term), together with any Software Release that is provided to Customer pursuant to a Support Services and/or Subscription Services contract and that is not subject to a separate license agreement, and associated Documentation.

1.9 "Software Release" means any subsequent version of the Software provided by Pivotal after initial delivery of the Software, but does not include new Software products or services (as determined by Pivotal).

1.10 "Subscription Services" means, during the Subscription Period set forth in the applicable quote or order for such Software: (a) access to the Software and Documentation, subject to the licensing terms and restrictions in the Pivotal Product Guide; and (b) Support Services, which include any new Software and Upgrades introduced with respect to the Software Subscription set forth in the quote on a "when and if available" basis during the Subscription Period. Subscription Services includes Pivotal Premium Support Services offering described at http://www.pivotal.io/support.

1.11 "Support Services" means the services available from Pivotal or its designee which provides Software Releases and Technical Support Services for Software during the Services Period as set forth at http://www.pivotal.io/support, as such schedule may be updated by Pivotal from time to time, subject to the terms and conditions set forth herein.

(a) "Maintenance Release" means a generally available release of the Software that typically provides maintenance corrections only or high severity bug fixes, designated by Pivotal by means of a change in the digit to the right of the second decimal point (e.g. Software 5.0 >> Software 5.0.1), or for certain Software, by means of a change in the digit of the Update number (e.g. Software 5.0 Update 1).
(b) "Minor Release" means a generally available release of the Software that (i) introduces a limited amount of new features, functionality and minor enhancements; (ii) fixes for high severity and high priority bugs identified in the current release, and (iii) is designated by Pivotal by means of a change in the digit to the right of the decimal point (e.g., Software 5.0>>Software 5.1).
(c) "Major Release," also known as an "Upgrade," means a generally available release of the Software that (i) contains functional enhancements and extensions, (ii) fixes for high severity and high priority bugs, and (iii) is designated by Pivotal by means of a change in the digit to the left of the first decimal point (e.g., Software 5.0 >> Software 6.0).

1.12 "Technical Support Services" means the provision of telephone or web-based technical assistance by Pivotal to Customer's technical contact(s) with respect to installation, Errors and technical product problems, at the corresponding Support Services level purchased by Customer.

1.13 "Third Party Products" means any software or hardware that is manufactured by a party other than Pivotal and is either: (i) not delivered with the Software; or (ii) not incorporated into the Software.

2. Service Terms

2.1 Provision of Services. Subject to the terms of this Agreement, Pivotal shall, during the Services Period, provide You with the Support Services at the applicable Services level purchased, commencing upon the Effective Date.

2.2 End of Availability. Pivotal may, at its discretion, decide to retire Software and/or Support Services from time to time ("End of Availability"). Pivotal shall publicly post for all customers notice of End of Availability, including the last date of general commercial availability of the affected Software and the timeline for discontinuing Support Services, at http://www.pivotal.io/support/lifecycle_policy. Pivotal shall have no obligation to provide Support Services for Software that is outside of the applicable Support Service life.

2.3 Purchase Requirements.

(a) Except as otherwise provided for by Pivotal, You may purchase initial Support Services only for the most current, generally available release of the Software.
(b) You must purchase and/or renew Support Services at the same level of Support for all of the licenses for a particular Software product or suite that has been installed in a given environment, such as Test, Development, QA, or Production (i.e. You cannot purchase Premium Support for

only one license of Pivotal HD in its lab and purchase another level support for the other Pivotal HD licenses in that environment). (c) For Software that is licensed on a perpetual basis, except as otherwise provided in the applicable price list, the minimum term for any Support Service offering is one (1) year. (d) These Support Services Terms and conditions will automatically update to Pivotal's then-current Support Services terms and conditions set forth athttp://www.pivotal.io/support/support_terms_conditions upon any renewal of Support Services.

2.4 Exclusions.

(a) Support Services do not cover problems caused by the following: (i) unusual external physical factors such as inclement weather conditions that cause electrical or electromagnetic stress or a failure of electric power, air conditioning or humidity control; neglect; misuse; operation of the Software with other media not in accordance with the manufacturer's specifications; or causes other than ordinary use; (ii) use of the Software that deviates from any operating procedures as specified in the Documentation; (iii) Third Party Products, other than the interface of the Software with the Third Party Products; (iv) Modified Code; (v) issues relating to Software offered as a Service ("SaaS"), or other "X"aaS offerings; (vi) any customized deliverables, including diagnostic tools, created by Pivotal, Pivotal partners or third-party service providers specifically for You as part of consulting services; (vii); use of the Software with unsupported tools (i.e., Java Development Kit (JDK); Java Runtime Environment (JRE)), APIs, interfaces or data formats other than those included with the Software and supported as set forth in the Documentation. You may request assistance from Pivotal for such problems, for an additional fee. (b) In the event that Pivotal suspects that a reported problem may be related to Modified Code, Pivotal, may, in its sole discretion, (i) request that the Modified Code be removed, and/or (ii) inform You that additional assistance may be obtained by You directly from various product discussion forums or by engaging Pivotal's consulting services group for an additional fee.

2.5 Customer Responsibilities. Pivotal's obligations regarding Support Services are subject to the following:

(a) You agree to receive from Pivotal communications via e-mail, telephone, web, and other formats, regarding Services (such as communications concerning support coverage, Errors or other technical issues and the availability of new releases of the Software and training options). (b) Your technical contact shall cooperate to enable Pivotal to deliver the Services. (c) You are solely responsible for the use of the Software by its personnel and shall properly train its personnel in the use and application of the Software. (d) You shall promptly report to Pivotal all problems with the Software, and shall implement any corrective procedures provided by Pivotal reasonably promptly after receipt. (e) You are solely responsible for protecting and backing up the data and information stored on

the computers on which the Software is used and should confirm that such data and information is protected and backed up in accordance with any internal or regulatory requirements as applicable, before contacting Pivotal for Support Services. Pivotal is not responsible for lost data or information in the event of errors or other malfunction of the Software or computers on which the Software is used.
(f) You will have dedicated resources available to work 24x7 on Severity One Errors.

3. Services Offerings and Fees.

3.1 Services Fee Terms.

(a) Service Fees are payable on or before the Effective Date or, in the case of a renewal term, no later than the date of commencement of the applicable Services Period. Services Fees are specified in the applicable price list and are non-refundable.
(b) In the event that You renew or add a Support Services offering that has a minimum term of one (1) year, You may elect to make Support Services for all of your Software Licenses coterminous with the renewed or added Services. In such case, Pivotal will prorate the applicable Services Fees to extend the current Services Period to make it coterminous with such renewed or added Services.
(c) Reinstatement of Support Services. For Software that is licensed on a perpetual basis, if You purchase Support Services after acquiring the Software Licenses, or had elected not to renew Support Services and later wish to re-enroll in the Services, You must move to the then-current Major Release of the Software and must pay: (i) the applicable Services Fees for the current Services Period; (ii) the amount of Services Fees that would have been paid for the period of time that You had not enrolled in the Services, and (iii) a twenty-percent (20%) reinstatement fee on the sum of the Services Fees in (i) and (ii).

3.2 Advanced Offerings. Certain Support Services (e.g. Remote Designated Support Engineer services) require that You also purchase a base level of support. See the applicable service brief for details.

3.3 Open Source Licenses. Support Services for Software made available under open source licenses may be subject to additional policies located at http://www.pivotal.io/support/oss.

4. Payment Terms. Services Fees are exclusive of any taxes, duties, or similar charges imposed by any government. You shall pay or reimburse Pivotal for all federal, state, dominion, provincial, or local sales, use, personal property, excise, value added, withholding or other taxes, fees, or duties relating to the transactions contemplated by this Agreement (other than taxes on the net income of Pivotal). All invoices issued hereunder by Pivotal are due and payable within thirty (30) days of the date of the invoice. Amounts not paid on time are subject to a late charge equal to the lesser of one and one-half percent (1.5%) per month or the maximum amount allowed by applicable law. If payment of any Services Fee is overdue, Pivotal may also suspend performance until such delinquency is corrected.

5. Limited Warranty. Pivotal warrants that the Services to be performed hereunder will be done in a workmanlike manner and shall conform to industry standards. Upon You providing Pivotal with a reasonably detailed written notice to cure within thirty (30) days of occurrence of the nonconformance, Pivotal will re-perform the Services to achieve commercially reasonable conformance with the above warranty. TO THE MAXIMUM EXTENT PERMITTED BY LAW, THIS WARRANTY IS GIVEN EXPRESSLY AND IN PLACE OF ALL OTHER WARRANTIES, STATUTORY, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. TO THE MAXIMUM EXTENT MANDATED BY LAW, THIS REMEDY WILL BE YOUR SOLE AND EXCLUSIVE REMEDY WITH RESPECT TO NONCONFORMANCE OF SERVICES.

6. Limitation of Liability. IN NO EVENT WILL PIVOTAL BE LIABLE FOR ANY LOST PROFITS OR BUSINESS OPPORTUNITIES, LOSS OF USE, BUSINESS INTERRUPTION, LOSS OF DATA, OR ANY OTHER INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES HOWEVER CAUSED AND ARISING UNDER ANY THEORY OF LIABILITY, WHETHER BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY, OR OTHERWISE. PIVOTAL'S AGGREGATE LIABILITY ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE PROVISION OR USE OF ANY AND ALL OF THE SERVICES PROVIDED HEREUNDER, WILL NOT, IN ANY EVENT, EXCEED THE LESSER OF (I) FEES YOU PAID FOR THE SERVICES DURING THE 12 MONTHS PRECEDING THE DATE PIVOTAL RECEIVES WRITTEN NOTICE OF THE FIRST CAUSE OF ACTION TO ARISE HEREUNDER; OR (II) USD$1,000,000. THE FOREGOING LIMITATIONS SHALL APPLY REGARDLESS OF WHETHER PIVOTAL HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND REGARDLESS OF WHETHER ANY REMEDY FAILS OF ITS ESSENTIAL PURPOSE.

7. Termination. Pivotal may terminate the Agreement and all Support Services at any time if (1) it is discovered that You are currently in breach of your Software license restrictions, pursuant to your Software License Agreement or (2) You are in material breach of this Agreement.

8. Data Collection and Usage. You agree that Pivotal may collect, use, store and transmit technical and related information about You, your use of the Software including but not limited to server internet protocol address, hardware identification, operating system, application software, peripheral hardware, and Software usage statistics, to facilitate the provisioning of updates, support, invoicing, online services to You. You are responsible for obtaining any consents required in order to enable Pivotal to exercise the rights set forth in this Section 4.5, in each case in compliance with applicable law.

9. Data Protection. You acknowledge that correspondence and log files generated in conjunction with a request for Support Services should not contain any sensitive, confidential or personal

information. You are solely responsible for taking the steps considered necessary to protect any data containing sensitive, confidential or personal information, including obscuring the logs or otherwise guarding such information prior to sending it to Pivotal.

10. Other. You may not assign or delegate this Agreement to any third party without the prior written consent of Pivotal. This Agreement shall be governed by the laws of the State of California without regard to conflict of laws principles. The parties consent to the exclusive jurisdiction of the state and federal courts located in Santa Clara County, California. This Agreement constitutes the entire agreement of the parties with respect to the provision of the Services by Pivotal to You, and supersedes all prior written or oral communications, understandings and agreements. This Agreement may not be amended except in a written document signed by both parties. Any waiver of the provisions of this Agreement must be in writing to be effective. Except as expressly set forth herein, no terms of any purchase order or other business form that You may use will affect the obligations of the parties under this Agreement, and any such purchase order or other business form which contains additional or conflicting terms are hereby rejected by Pivotal. You agree that purchase orders do not have to be signed to be valid and enforceable. If any provision of this Agreement is found to be invalid or unenforceable, the remaining terms will continue to be valid and enforceable to the fullest extent permitted by law.