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Gradle Technologies Software License Agreement

Last Updated: May 12, 2026

This Gradle Technologies Software License Agreement (the “**Agreement**”) is entered into as of the date these terms are accepted by Customer (as defined below) (“**Effective Date**”), by and between Gradle, Inc., a Delaware corporation with its principal place of business at 2261 Market Street #4081, San Francisco, CA 94114 (“**Gradle Technologies**” “**Gradle**” or “**Company**”) and the end user of the Software (as defined below), on behalf of itself or its Affiliates (“**Customer**”) (each of Gradle and Customer a “**Party**” and together, the “**Parties**”). References to “us” and “we” in this Agreement shall refer to Gradle. References to “you” or and “yours” in this Agreement shall refer to the Customer

1. **Definitions.** As used in this Agreement:

“**Affiliate**” of a Party means any person that directly or indirectly, through one or more intermediaries, now or hereinafter, owns or controls, is owned or is controlled by or is under common ownership or control with that Party, where “control” is defined as the possession, direct or indirect, of the power to direct the policies, management or affairs of an entity, whether through ownership of voting securities, by contract, or otherwise.

“**Agreement Effective Date**” is the earlier of the Effective Date or the date that Customer, or its representative or any reseller on behalf of Customer, first places an order for the Software through an Order Form.

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“Customer Data” means data that Customer submits, posts or otherwise uploads to, or that is collected from Customer’s systems by, the Software (including both the Hosted Software and On-Prem Software components) in connection with Customer’s use of the Software under this Agreement, but excluding Usage Data, system logs and similar technical telemetry data, as further described in the Documentation.

“Customer Environment” means computing environments, systems, networks and infrastructure operated or controlled by or for Customer (including any third-party cloud or hosting accounts under Customer’s control) in which any On-Prem Software is installed or run.

“Defect” means any failure of the Software to meet the specifications contained in the Documentation for the Software.

“Documentation” means all documents and materials provided by Gradle to the Customer that aid the Customer in the use and operation of Software, including (i) functional, technical, design and performance specifications and characteristics, (ii) product documentation, drawings, reports, notes, memoranda and commentary, (iii) installation, configuration, administration, operation and maintenance procedures and instructions, and (iv) training materials, end user manuals and guides. Documentation is considered part of the Software.

“Fees” means the fees Customer is required to pay Gradle to use the Software and Services during the applicable Order Form Term (as defined below). The Fees are reflected on each applicable Order Form.

“Hosted Deployment” means a deployment in which the Software is operated on infrastructure that is provisioned, managed, and controlled by Gradle (or its subprocessors) and made available to Customer over a network on a remote, hosted basis. For clarity, in a Hosted Deployment, Customer accesses the Software but does not install or run the Software on its own infrastructure

“Hosted Software” means the instance(s) of the Software, including any control-plane or other server-side components identified in the Documentation or the applicable Order Form as Gradle-hosted, that

are hosted by Gradle (or its subprocessors) and made available to Customer on a remote, hosted basis as part of either a Hosted Deployment or a Hybrid Deployment.

“Hybrid Deployment” means a deployment model in which the Software is installed, operated and managed on a combination of (a) infrastructure provisioned, managed, and controlled by Gradle (or its subprocessors) and (b) infrastructure provisioned, managed, and controlled by or on behalf of Customer. A Hybrid Deployment may include a centrally hosted control plane operated by Gradle and one or more data-processing or other components operated in Customer’s own infrastructure.

“On-Prem Deployment” means a deployment in which the Software is installed, operated, and managed on infrastructure that is provisioned, managed, and controlled by or on behalf of Customer (including any third-party cloud or hosting accounts under Customer’s control). In an On-Prem Deployment, Customer is responsible for installing and running the Software on its own infrastructure.

“On-Prem Software” means the instance(s) of the Software, including any data-plane or other components identified in the Documentation or the applicable Order Form as Customer-hosted, that Customer installs and hosts in the Customer Environment as part of either an On-Prem Deployment or a Hybrid Deployment.

The **“Order Form”** is a written or electronic form provided by Gradle to Customer or Customer’s Affiliate that describes the Software and/or Services that Gradle is to provide to Customer or Customer’s Affiliate hereunder, including the applicable deployment model (On-Prem Deployment, Hosted Deployment or Hybrid Deployment), as well as the Fees and that specifically references this Agreement. Once delivered by Gradle, each Order Form incorporated into and becomes a part of this Agreement.

“Services” means the Hosted Software and any related services provided by Gradle in connection with the Hosted Deployment or Hybrid Deployment.

“Software” means the Gradle software product (including any On-Prem Software and Hosted Software, as applicable) listed in the

applicable Order Form, including the Documentation for such software and any generally available Updates.

An “**Update**” is a Software release that Gradle makes generally available to its customers, along with any corresponding changes to Documentation. An Update may include bug fixes, error corrections, patches, major or minor releases, or any other changes or enhancements. An Update is generally indicated by a change in the digit to the right of the second decimal point (e.g., a change from version x.x.x to x.x.y). An Update including an enhancement, new feature, or new functionality, is generally indicated by a change in the digit to the right of the first decimal point (e.g., x.x.x to x.y.x) or to the left of the first decimal point (e.g., x.x.x to y.x.x).

“**Usage Data**” means usage and operations data in connection with Customer’s use of the Software, including query logs, event logs, performance data, and metadata about feature and API usage, but not the underlying Customer Data itself.

“**User**” or “**Seat**” means a single person or machine who commits code, identified through Git author/committer email address or equivalent to a source repository that (i) has a build that is connected with Develocity (formerly known as Gradle Enterprise) to collect build data, (ii) uses the Develocity build cache (iii) uses the Develocity PTS agent or (iv) uses the Develocity distributed testing agent. For the avoidance of doubt, any person who accesses, uses or interacts with the Software for oversight or governance purposes (i.e. internal audit, external audit, or internal security risk personnel) shall not be deemed to be a “User” under this Agreement for purposes of the User license count. The number of User or Seat licenses granted by Gradle and licensed by Customer will be set forth in the applicable Order Form.

“**Virus**” means any virus, malware, spyware, malicious code, trojan horse, worm, back door or other program, routine, instruction, device or code that would, or is designed or intended to, delete, disrupt, disable, deactivate, interfere with, dispute, erase, deny access to, enable any person to access without authorization, produce modifications of, or otherwise interfere with the use of the Software and excludes License Key Mechanisms. “**License Key Mechanism**” means a mechanism solely intended to enable the

Software or disable the Software after the termination or expiration of the applicable Order Form, or in the event Software is used in a manner that exceeds the Scope of Use. If Software is disabled by any such License Key Mechanism during the applicable Order Form Term in the absence of any unauthorized use of the Software, Gradle shall promptly provide Software “keys” to enable the Software at Customer’s request.

Other capitalized terms used in this Agreement shall have the meanings set forth herein.

2. Account registration. Customer may need to register for an Gradle account in order to place orders or access or receive the Software. Any registration information that Customer provides to Gradle must be accurate, current and complete. Customer must update and keep current the registration information provided to Gradle so that Gradle may send notices, statements and other information to Customer via email or through Customer’s account. Customer is responsible for all actions taken through its Gradle account, if applicable.

3. Order.

3.1 Directly with Gradle. Each Order Form shall specify the authorized scope of use for the Software, which may include, as applicable, (i) usage metrics, (ii) storage limits, and (iii) the number and type of authorized User licenses (as defined below) (collectively, “**Scope of Use**”). The term “Order Form” also includes any amendment or expansion order forms requested by and delivered to Customer or Customer’s Affiliate for Software or Support and Maintenance services or to amend, increase or upgrade the Scope of Use.

3.2 Reseller Orders. If Customer purchases the Software through a Gradle authorized reseller (each a “Reseller”), the Scope of Use shall be as stated in the Order Form placed by Reseller for Customer, and Reseller (and not Gradle) is responsible for the accuracy of any such Order Form. Resellers are not authorized to make any promises or commitments on Gradle’s behalf, and Gradle is not bound by any obligations to any end user or Customer, other than as set forth in this Agreement. The terms of any transaction between a Customer or end user and a Reseller shall be governed by and subject to the

agreement entered into by and between such Customer or end user and Reseller with respect to such transaction. Notwithstanding the foregoing, use of the Software by any end user, regardless of whether the Software was purchased from a Reseller, shall be governed by the terms of this Agreement, and any end user of the Software shall be subject to and bound by the terms of this Agreement in the same manner as a Customer.

3.3 User Count. The Gradle Software is licensed on a per-User basis. Only one User may use a license at any given time, unless such license is reassigned as described below. Multiple Users are not permitted to share a single User license. A license is allocated to a User upon their first commit to a repository connected to Develocity. This license remains allocated for a period of thirty (30) days from the most recent commit by that User (each an “Active User License”). After 30 days of inactivity (no commits) by that User (“Inactive User License”), the User license is automatically released and becomes available for reassignment. The total User count is the sum of all allocated Active User Licenses at any given point in time. Customer may remove or suspend Users at its own discretion. In the event of removal or suspension of a User by Customer, Customer may only reassign a new User to an Inactive User License (a “Reassigned License”). A Reassigned License shall continue under the Order Form Term of the original User. Customer may increase the number of authorized Users permitted to access the Software by placing an additional order through a mutually executed Order Form. Customer shall be charged the same amount on a per-User basis for the applicable Order Form Term (as defined herein), prorated for the remainder of the applicable Order Form Term. Upon any renewal of the applicable Order Form Term, Gradle shall invoice Customer for all Users at once (including the Users added pursuant to an expansion Order Form), at the then-current price. Customer agrees that any orders made for additional Users during the Order Form Term shall be governed by this Agreement.

3.4 User Compliance. Customer is responsible for compliance with this Agreement by all Users. All use of Software by Users must not exceed the number of User Licenses set forth in the applicable Order Form and must solely be for the benefit of the Customer and its Affiliates.

4. Software Terms.

4.1 License Rights. The Software provided hereunder may be deployed either in an On-Prem Deployment, a Hosted Deployment, or a Hybrid Deployment, and the applicable deployment model(s) for the Software shall be specified on the relevant Order Form. Subject to the terms and conditions of this Agreement, Gradle grants to Customer a non-exclusive, non-sublicensable and non-transferable license, during the applicable Order Form Term, to: (a) install and use the On-Prem Software in the Customer Environment, and (b) access and use the Hosted Software made available by Gradle, in each case, in accordance with this Agreement, the Scope of Use, the Documentation and the Order Form. The On-Prem Software requires a license key in order to operate, which shall be delivered as described in Section 5 (Delivery). For the avoidance of doubt, with respect to the Hosted Software, Customer is granted only a right to access and use such Hosted Software as hosted by Gradle and is not granted any right to receive a copy of the Hosted Software code.

4.2 Third Party Code. The Software includes code and libraries licensed to Gradle by third parties, including software whose licenses require Gradle to make the source code for those components available. The source code for such components shall be provided upon request. Before a new component is added to the Software, Gradle shall complete an internal process to ensure such component may be distributed in accordance with the following warranty. Gradle warrants that the Software does not and will not include any software distributed under a license that would: (a) grant to any third party any intellectual property rights or other proprietary rights, (b) subject Customer to any obligation to disclose, distribute or license its own product(s) in source code form or otherwise make the product(s) available for use by third parties or for the purpose of creating derivative works, or (c) add or place any more onerous restrictions on Customer's use of the Software than is included in this Agreement.

4.3 Security. Gradle shall provide patches for security vulnerabilities for the current and previous two Major Releases (as defined in the Gradle Support Policy) of the Software in accordance with this Section 4.3 of the Agreement. If a vulnerability is identified by Gradle that affects the Software, including any embedded third-

party libraries, Gradle shall: (i) with respect to vulnerabilities determined to be of critical severity, for the current and previous two Major Releases, mitigate any critical severity vulnerabilities within seven (7) days and provide a resolution within 30 days; (ii) with respect to vulnerabilities determined to be of high severity, for the current Major Release, provide a resolution for any high severity vulnerabilities within 30 days. Gradle shall determine the severity of any vulnerability in its sole discretion by taking the reported CVSS score and making any necessary adjustments to account for the contextualized usages of the vulnerable Software component.

4.4 Hosted Software; Third-Party Services. Gradle will undertake commercially reasonable efforts to make the Hosted Software available twenty-four (24) hours a day, seven (7) days a week. Notwithstanding the foregoing, Gradle reserves the right to suspend Customer's access to the Services: (i) for scheduled or emergency maintenance, or (ii) in the event Customer is in breach of this Agreement, including failure to pay any amounts due to Gradle. If Customer is using the Hosted Deployment or Hybrid Deployment, Customer acknowledges and agrees that Gradle uses one or more third-party hosting providers and other subprocessors to provide the Hosted Software and Services. Gradle is not responsible for the operation of any third-party networks, infrastructure, or services, nor for the availability or operation of the Hosted Software to the extent such availability or operation is impacted by such third-party services. Gradle shall not be liable for any service interruptions caused by or due to the unavailability or degraded performance of such third-party services or Gradle's subprocessors. Customer agrees that it shall comply with any applicable acceptable use or similar terms of the third-party hosting provider that are communicated or made available to Customer.

4.5 Hybrid Deployment. If the Software is deployed in a Hybrid Deployment, Customer acknowledges and agrees that: (a) Gradle is responsible only for hosting and operating the Hosted Software components of the Hybrid Deployment in accordance with the applicable Documentation, subject to this Agreement; (b) Customer is solely responsible for the Customer Environment and for hosting, operating, securing, backing up and maintaining all On-Prem Software components and any infrastructure on which such On-Prem components run; (c) Gradle does not host the Customer

Environment into which the non-hosted components are deployed or in which Customer Data may be stored; and (d) Gradle will have no liability for any unavailability, loss, alteration, or unauthorized access to Customer Data (or failure of the Software to perform) to the extent arising from or related to the Customer Environment, except to the extent caused by Gradle's gross negligence or willful misconduct. Customer will provide Gradle with such access to the Customer Environment as is reasonably necessary for Gradle to install, configure, support and maintain the relevant Software components, and Gradle shall not be responsible for any issues that arise from Customer's failure to provide such access.

5. **Delivery.** Unless otherwise agreed upon by the Parties, Gradle shall deliver the applicable license keys to the email addresses specified in the applicable Order Form upon receipt of payment of the applicable Fees. All deliveries under this Agreement shall be electronic. For the avoidance of doubt, Customer is responsible for installation of any On-Prem Software, and Customer acknowledges that Gradle has no further delivery obligation with respect to the On-Prem Software after delivery of the license keys. If Customer loses access to or damages its instance of the On-Prem Software, Gradle shall provide access to another copy of the On-Prem Software at no charge. For the avoidance of doubt, for Hosted Software under the Hosted Deployment and Hybrid Deployment, Gradle's obligations under this Section 5 are satisfied when Gradle provides Customer with the necessary URL(s), credentials or other means to access the Hosted Software.

6. **Verifications.** At Gradle's request, Customer shall run all reports necessary within the Software to identify the total number of Active User Licenses and to ensure the Software is being used as authorized by this Agreement including with respect to Scope of Use ("User Count Report"). Customer must provide Gradle with the User Count Report at Gradle's request. If the User Count Report identifies a number of Active User Licenses that exceeds Customer's number of authorized User licenses, or other unauthorized use of the license, including with respect to Scope of Use, Gradle may invoice Customer for any past or ongoing excessive use beginning as of the date of the User Count Report and for the remainder of the applicable Order Form Term, and

Customer shall be required to pay such invoice promptly (but in any event no later than thirty (30) days) following delivery of the invoice. This remedy is without prejudice to any other remedies available to Gradle at law or equity or under this Agreement. To the extent obligated to do so, Gradle may share audit results including the User Count Report with certain of its third party licensors. Any failure of Customer to provide the User Count Report within thirty (30) days of Gradle's request shall be deemed a material breach of this Agreement.

7. **Restrictions.** Except as otherwise expressly permitted in this Agreement, Customer shall not, and shall not permit any other person to, directly or indirectly: (a) transfer, rent, sell, assign, distribute, lease, provide access to or otherwise make available the Software or Services to any other person, (b) copy, reproduce, modify, adapt, create derivative works of the Software or Services, except to the extent prescribed by law, (c) use the Software or Services for the benefit of any third party, (d) incorporate the Software or Services into a product or service that Customer provides to a third party, (e) interfere with any License Key Mechanism in the Software or Services or otherwise circumvent mechanisms in the Software or Services intended to limit Customer's use, (f) reverse engineer, disassemble, decompile, translate, or otherwise seek to obtain or derive the source code, underlying ideas, algorithms, file formats or non-public APIs to the Software or Services, except to the extent such restrictions are prohibited by applicable law, (g) remove or obscure any proprietary or other notices contained in the Software or Services, or (h) publicly disseminate information regarding the performance of the Software or Services.

8. **Financial Terms.**

8.1 **Payments.** Customer agrees to pay all Fees in accordance with each Order Form. Unless otherwise specified in the applicable Order Form, Customer shall pay all amounts in U.S. dollars within thirty (30) days of receipt of invoice. All amounts are non-refundable, non-cancelable and non-creditable, and Customer shall have no right of offset or withholding under this Agreement. In making payments, Customer acknowledges that Customer is not relying on (i) future availability of the Software beyond the current Order Form Term or (ii) any Upgrades or Software feature enhancements. If Customer

purchases the Software through a Reseller, Customer shall make any required payments to the Reseller pursuant to the terms of any agreement by and between the Customer and the Reseller. Customer shall immediately pay any Fees that are late and due. Customer acknowledges and agrees that Gradle may terminate Customer's right to use the Software if Gradle does not receive its corresponding payment from the Reseller, or if Customer is in breach of this Agreement. Interest shall accrue on late payments of outstanding Fees at the lesser of one and one-half percent (1.5%) per month, or the highest rate allowed by law (the "**Late Fee**"), from the original payment due date, without prejudice to any other remedies available to Gradle in law or equity. Without limiting the foregoing, if the Fees and requisite Late Fee are not received within thirty days of the original payment due date, or, if Gradle does not receive its corresponding payment of Fees from the Reseller, or if Customer is in breach of this Agreement, Gradle may, upon written notice, terminate the Order Form associated with the outstanding balance, this Agreement, or any other agreement between Gradle and Customer without liability.

8.2 Price Increase. During the Applicable Order Form Initial Term, Customer may order additional quantities of the Software at a price not to exceed the price set forth in the applicable Order Form. Pricing and Fees for the Software may not be increased during the Order Form Initial Term. Following the Initial Period, Gradle may change, increase or restructure Fees on an annual basis by providing Customer at least thirty (30) days notice prior to the commencement of any Order Form Renewal Term.

8.3 Taxes. Customer shall be responsible for all taxes associated with the Software (excluding taxes based on Gradle's net income). To the extent that any such taxes or duties are payable by Gradle, Customer must pay to Gradle the amount of such taxes or duties in addition to any Fees owed under this Agreement. Notwithstanding the foregoing, if Customer obtained an exemption from relevant taxes or duties, Customer must provide Gradle with any such exemption information along with an appropriate certificate of exemption within thirty (30) days of the date of any invoice or statement from Gradle or any taxing authorities.

9. Limited Warranties.

9.1 Limited Warranties. Gradle warrants to Customer that (i) Gradle shall take commercially reasonable efforts to ensure that the Software, in the form and at the time first made available to Customer, will be free of any Viruses; and (ii) for ninety (90) days from the date the Software is first made available to Customer (the “**Warranty Period**”) the unmodified Software, when used as authorized by this Agreement, shall materially conform to the technical and performance functions of the Software described in the Documentation. If during the Warranty Period Customer demonstrates to Gradle that there is a Defect in the Software, then Gradle shall respond to Customer with either (a) a statement that Gradle has in good faith and using commercially reasonable efforts not yet been able to duplicate the alleged Defect, or (b) a plan indicating whether Gradle intends, at its option or expense, to (i) use commercially reasonable efforts to correct the Defect and repair the Software; (ii) provide Customer with replacement Software of equivalent or greater functionality or (iii) terminate this Agreement with respect to the defective Software, and refund the Fees pre-paid by Customer for the defective Software during the then-current Term (once Customer’s access to the Software has been removed). In the event of any termination of this Agreement by Gradle or Customer pursuant to this Section 9.1, Customer shall have no right to continue using the Software following any such termination. The remedies set forth in this Section 9.1 are Customer’s sole and exclusive remedies for any breach of warranty by Gradle.

The limited warranties provided in this Section 9.1 shall not apply to any Defects arising from:

- (1) improper installation of the Software by Customer, or any other party other than Gradle, or the installation of the Software on improper hardware;
- (2) modification of the Software not undertaken by Gradle;
- (3) malfunctions in any computer hardware or software or systems not provided by Gradle;
- (4) accident of Customer or at Customer’s premises or a power surge or failure at the Customer’s premises;
- (5) misuse of the Software by Customer;

(6) use of the Software with data of person other than Customer;

(7) use of the Software in any manner that is not expressly permitted by this Agreement or the Documentation; or

(8) any unavailability, suspension, or termination of the Hosted Software, or any other performance issues with the Hosted Software, to the extent caused by (a) failures of Customer's or its users' networks, systems, or internet access; (b) third-party services, networks, or platforms not provided or controlled by Gradle; or (c) Customer's failure to use the Hosted Software in accordance with this Agreement, or the Documentation.

9.2 Disclaimer. EXCEPT AS EXPRESSLY SET FORTH IN SECTION 9.1 (LIMITED WARRANTIES), ALL SOFTWARE, SUPPORT AND MAINTENANCE AND ANY ADDITIONAL SERVICES ARE PROVIDED "AS IS". THE LIMITED WARRANTIES DESCRIBED IN SECTION 9.1 ABOVE ARE THE ONLY WARRANTIES MADE WITH RESPECT TO THE SOFTWARE AND ANY MAINTENANCE, TECHNICAL SUPPORT OR ADDITIONAL SERVICES PROVIDED BY GRADLE. GRADLE MAKES NO OTHER WARRANTIES OR REPRESENTATIONS RELATING TO THE SOFTWARE OR ITS PERFORMANCE, THE SERVICES, OR WITH RESPECT TO THE DOCUMENTATION. ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, EFFORT TO ACHIEVE PURPOSE, QUALITY, ACCURACY, TITLE, MARKETABILITY, PROFITABILITY, SUITABILITY, NON-INFRINGEMENT, OR ANY WARRANTIES OR CONDITIONS ARISING OUT OF COURSE OF DEALING OR USAGE OF TRADE ARE HEREBY EXPRESSLY DISCLAIMED AND EXCLUDED. NEITHER GRADLE NOR ANY OF ITS THIRD PARTY SUPPLIERS MAKE ANY REPRESENTATION, WARRANTY OR GUARANTEE AS TO THE RELIABILITY, TIMELINESS, QUALITY, SUITABILITY, AVAILABILITY OR COMPLETENESS OF ANY SOFTWARE OR SERVICES OR ANY CONTENT THEREIN OR GENERATED THEREWITH, OR THAT: (A) THE USE OF ANY SOFTWARE OR SERVICES SHALL BE SECURE, TIMELY, UNINTERRUPTED OR ERROR-FREE; (B) THE SOFTWARE OR SERVICES SHALL OPERATE IN COMBINATION WITH ANY OTHER HARDWARE, SOFTWARE, SERVICES, SYSTEM, OR DATA; (C) THE

SOFTWARE, SERVICES, (OR ANY PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIAL PURCHASED OR OBTAINED BY YOU THROUGH THE SOFTWARE OR SERVICES) SHALL MEET CUSTOMER'S REQUIREMENTS OR EXPECTATIONS); (D) ERRORS OR DEFECTS WILL BE CORRECTED; OR (E) EXCEPT AS EXPRESSLY SET FORTH IN SECTION 9.1 (LIMITED WARRANTIES), THE SOFTWARE OR SERVICES ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. ANY STATUTORY RIGHTS OR WARRANTIES SHALL BE LIMITED TO THE SHORTEST PERIOD PERMITTED BY LAW. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, THAT CUSTOMER RECEIVES FROM GRADLE OR ANYWHERE ELSE WILL CREATE ANY WARRANTY OR CONDITION NOT EXPRESSLY STATED IN THIS AGREEMENT.

10. Limitation of Liability.

10.1 Waiver of Consequential Damages. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL GRADLE NOR ITS DIRECTORS, EMPLOYEES, AGENTS, PARTNERS OR SUPPLIERS BE LIABLE TO YOU OR TO ANY THIRD PARTY FOR ANY CONSEQUENTIAL, INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, STATUTORY OR EXEMPLARY DAMAGES OF ANY SORT, EVEN IF GRADLE HAS BEEN ADVISED OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES, OR IF SUCH DAMAGES WERE REASONABLY FORESEEABLE, INCLUDING, WITHOUT LIMITATION, ANY DAMAGES FOR LOSS OF PROFITS, REVENUE, OR DATA, OR FOR THE COST OF OBTAINING SUBSTITUTE SOFTWARE OR SERVICES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, HOWEVER CAUSED, WHETHER SUCH LIABILITY ARISES FROM ANY CLAIM BASED UPON CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE. IN NO EVENT SHALL GRADLE BE LIABLE TO CUSTOMER FOR ANY ACTION OR REMEDY BEYOND THOSE DESCRIBED IN THIS AGREEMENT.

10.2 Limitation of Total Liability. EXCEPT AS OTHERWISE SET FORTH HEREIN OR AS MAY BE REQUIRED BY APPLICABLE LAW, IN NO EVENT SHALL GRADLE'S LIABILITY TO CUSTOMER OR ANY THIRD PARTY UNDER AN APPLICABLE ORDER FORM EXCEED THE FEES ACTUALLY PAID BY CUSTOMER FOR THE

SOFTWARE OR SERVICES DURING THE TERM TWELVE (12) MONTHS PRECEDING THE CLAIM. NOTWITHSTANDING THE FOREGOING, NOTHING IN THIS AGREEMENT SHALL LIMIT EITHER PARTY'S LIABILITY FOR ANY CLAIMS UNDER THE CONFIDENTIALITY OR INDEMNIFICATION OBLIGATIONS SET FORTH HEREIN OR CLAIMS ARISING UNDER SECTION 7 OF THIS AGREEMENT (RESTRICTIONS), OR FOR ANY DAMAGES RESULTING FROM EITHER PARTY'S FRAUD, GROSS NEGLIGENCE OR WILFUL MISCONDUCT. THE PARTIES ACKNOWLEDGE AND AGREE THAT THE FEES FOR THE SOFTWARE HAVE BEEN SET IN RELIANCE UPON THE LIMITATION OF LIABILITY SET FORTH IN THIS AGREEMENT, WHICH ALLOCATES RISK AND FORMS THE BASIS OF THE BARGAIN BETWEEN THE PARTIES.

11. Indemnification.

11.1 Indemnity by Gradle. Gradle shall defend, indemnify, and hold harmless Customer and its employees, contractors, directors, suppliers and representatives (collectively, "**Indemnitee**") from all liabilities, claims, and expenses paid or payable to an unaffiliated third party (including reasonable attorneys' fees) ("**Losses**"), that arise from or relate to any claim that the Software, when used as authorized under this Agreement, infringes, violates, or misappropriates any third party intellectual property or property right; provided that Indemnitee provides Gradle with: (a) prompt written notice of any claim; (b) the option to assume sole control over the defense and settlement of any claim (provided that the Indemnitee may participate in such defense and settlement at its own expense); and (c) reasonable information, assistance and cooperation in connection with such defense and settlement (at Gradle's expense).

11.2 Indemnity by Customer. Customer shall be solely responsible for, and shall indemnify, defend and hold Gradle free and harmless from all damages, liabilities, charges and expenses, including reasonable attorneys' fees, from all claims, lawsuits or other proceedings arising out of or relating to (i) Customer's use of the Software in a manner not permitted by this Agreement, not permitted by Gradle, or not in conformance with Gradle's written requirements or the Documentation, (ii) the acts or omissions of Customer, its employees and agents and all persons who have

access through Customer to the Software or (iii) any Losses arising from the matters set forth in subsections (i) – (v) of the following Section 11.3.

11.3 Exclusions. Gradle shall have no obligation to indemnify Indemnitee for any claim to the extent is based on (i) the modification of the Software, unless such modification was done by Gradle; (ii) Customer's use of the Software other than as authorized by this Agreement and the Documentation; (iii) Customer's failure to use updated or modified Software that is made available by Gradle to Customer, which updated or modified Software would have helped avoid or mitigate the claim; or (iv) Customer's failure to stop using the Software after receiving written notice to do so from Gradle in order to avoid further infringement or misappropriation.

11.4 Remedy for Claimed Infringement. If Customer's use of the Software is, or in Gradle's reasonable opinion is likely to be, subject to a Claim under Section 11.1 of this Agreement, Gradle may, at its sole expense and option (and in addition to the indemnity obligations set forth in Section 11.1): (i) procure for Customer the right to continue using the Software; (ii) replace or modify the Software so that it is non-infringing and substantially equivalent in function to the original Software; or (iii) terminate this Agreement and all licenses granted hereunder (in which case, Customer shall immediately stop using the Software) and refund the pro-rata portion of the Fees that were pre-paid by Customer to Gradle for the remainder of the then-current Order Form Term; provided, however, that Gradle shall have no liability for any Claim based on use of a superseded or altered release of the Software if the infringement would have been avoided by the use of the most current, unaltered release of the Software made available to Customer.

11.5 Sole Remedy. THIS SECTION 11 SETS FORTH THE SOLE AND EXCLUSIVE REMEDIES AVAILABLE TO CUSTOMER, AND GRADLE'S SOLE AND EXCLUSIVE LIABILITY, WITH RESPECT TO CLAIMS OF INFRINGEMENT OR MISAPPROPRIATION OF THIRD PARTY INTELLECTUAL PROPERTY RIGHTS.

12. Term and Termination.

12.1 Term. The term of this Agreement (the “**Term**”) shall commence on the Agreement Effective Date. Upon proper delivery of an Order Form, the Term shall continue and shall last until expiration of all Order Form Terms unless otherwise terminated pursuant to the terms of this Agreement. For each Order Form, unless otherwise specified, the “**Order Form Term**” shall begin as of the effective date set forth on such Order Form, and unless earlier terminated as permitted by this Agreement shall continue in effect for the initial term specified in such Order Form (the “**Order Form Initial Term**”). Following the Order Form Initial Term, the parties may mutually agree to renew the Order Form Term for additional periods (each, a “**Order Form Renewal Term**”) so long as Customer makes all applicable Fee payments.

12.2. Termination for Convenience. Either Party may terminate this Agreement for convenience at the end of the Order Form Initial Term and each Order Form Renewal Term by providing written notice to the other at least thirty (30) days prior to expiration of the then-current Term. Provided Gradle is not in material breach of this Agreement, any termination by Customer shall be without any credits or refund of any Fees or any other amount paid or payable to Gradle, including Fees paid for unused Software, Support or Maintenance. Gradle may terminate this Agreement without the requirement of notice if, at the end of the Order Form Initial Term or each Order Form Renewal Term, as applicable, Customer fails to pay any Fees, charges or taxes required to renew the User licenses for an additional Order Form Term when due.

12.3 Termination for Breach. Either Party may terminate this Agreement or any outstanding Order Form before the expiration of all Order Form Terms if the other Party is in material breach of this Agreement or any outstanding Order Form, including by failure to make payments when due, and fails to cure such material breach within thirty (30) days following delivery of written notice of the breach. In addition, if Customer fails to make any undisputed payments when due, Gradle may, upon written notice, suspend Customer’s access to the Software, including, without limitation, any Hosted Software and/or Services until such amounts are paid in full, without limiting any of Gradle’s other rights or remedies under this Agreement. Either Party may also terminate this Agreement before the expiration of all Order Form Terms if the other Party ceases to

operate, declares bankruptcy, or becomes insolvent or otherwise unable to meet its financial obligations. Except where an exclusive remedy may be specified in this Agreement, the exercise by either party of any remedy, including termination, shall be without prejudice to any other remedies it may have under this Agreement, by law, or otherwise.

12.4 Effect of Termination. Upon termination of this Agreement, Customer (and any of its authorized users) shall (i) cease all use of the Software, or any portion thereof, in all forms and on all media and computer memory, and Customer shall immediately destroy all copies of the Software, including backup and archival copies, and provide a certificate certifying such destruction to Gradle within one (1) month following termination, provided that Customer may retain one (1) copy of the Software for audit purposes; (ii) pay all outstanding Fees and amounts owed to Gradle as of the date of termination; and (iii) return to Gradle, or at Gradle's option destroy or delete, all of Gradle's Confidential Information. Sections 6 (Verifications), 7 (Restrictions), 8 (Financial Terms), 9 (Limited Warranties), 10 (Limitation of Liability), 12 (Term and Termination), 13 (Confidentiality), 16 (Export Restrictions), 17 (Governing Law), and 19 (General) shall survive any termination or expiration of this Agreement.

13. Confidentiality.

13.1 Definition of Confidential Information. For the purposes of this Agreement, "Confidential Information" means all information that either Customer or Gradle discloses to the other, in writing, orally, or by any other means, including, but not limited to the trade secrets and know-how of the respective Parties, any information marked "Confidential" or "Proprietary", documentation, computer programs, object and source code, algorithms, business and financial information, data, formulas, processes, ideas, inventions (whether patentable or not), schematics and other technical, business, financial, and product development plans, names and expertise of employees and consultants, customer lists, pricing information, and, with respect to Gradle, the Software, the Documentation and any third-party information that Gradle is obligated to keep confidential. Information need not be marked to be deemed Confidential Information. For the purposes of this Agreement, except as

expressly set forth in Section 13.2 below, the source code of the Software shall be deemed to be Gradle's Confidential Information, regardless of whether it is marked as such.

13.2 Restrictions on Use and Disclosure. Neither Party shall use the other Party's Confidential Information, except as permitted under this Agreement. Except as otherwise permitted under this Agreement, each of Gradle and Customer agrees to (i) keep Confidential Information in strict confidence and to take reasonable precautions to protect and prevent unauthorized disclosure of the other's Confidential Information including, without limitation, all precautions the receiving Party employs with respect to its own confidential materials, (ii) not divulge any such Confidential Information or any information derived therefrom to any third person, (iii) not copy or reverse engineer any such Confidential Information and (iv) not to export or reexport (within the meaning of U.S. or other export control laws or regulations) any such Confidential Information or product thereof. Each Party may disclose Confidential Information only to its employees, independent contractors, consultants, and legal and financial advisors (collectively, "**Representatives**") (i) with a need to know such information, (ii) who are parties to appropriate agreements sufficient to comply with this Section 13, and (iii) who are informed of the nondisclosure obligations imposed by this Section 13. Each Party shall be responsible for all acts and omissions of each of their respective Representatives. The foregoing obligations shall not restrict either Party from disclosing the Confidential Information of the other Party pursuant to the order or requirement of a court, administrative agency, or other governmental body, provided that the party required to make such a disclosure gives reasonable notice, if legally permitted, to the other party to enable them to contest such order or requirement. The restrictions set forth in this Section 13.2 will survive the termination or expiration of this Agreement.

13.3 Exclusions. The restrictions set forth in Section 13.2 shall not apply with respect to any Confidential Information that: (i) was or becomes publicly known through no fault of the receiving Party; (ii) was rightfully known or becomes rightfully known to the receiving Party without confidential or proprietary restriction from a source other than the disclosing Party who has a right to disclose it; (iii) is

approved by the disclosing Party for disclosure without restriction in a written document which is signed by a duly authorized officer of such disclosing Party; or (iv) the receiving party independently develops without access to or use of the other Party's Confidential Information.

14. Support and Maintenance. Gradle shall use commercially reasonable efforts to provide support and maintenance services ("**Support and Maintenance**") for the Software as described in the Gradle Support Policy, the latest version of which is attached hereto as Schedule A (as may be updated from time to time, the "**Support Policy**"), during the period for which Customer has paid the applicable Fees. Support and Maintenance for Software includes access to Updates, if and when available. Customer may use any Updates provided by Gradle during a valid support term in the same way Customer is authorized to utilize the Software.

15. Customer Data; Software Ownership; Feedback, and Aggregate Data.

15.1 Customer Data. As between the Parties, Customer or its licensors retain all right, title and interest (including all intellectual property rights) in and to the Customer Data. Customer is solely responsible for the accuracy, quality and legality of the Customer Data and for obtaining all rights necessary for Gradle to process the Customer Data as contemplated in this Agreement. Customer shall not use the Software or Services to process any sensitive information or payment card data. If Customer is using a Hosted Deployment or Hybrid Deployment, Customer hereby grants to Gradle and its Affiliates a non-exclusive, worldwide, royalty-free right to process, use, copy, store, transmit, publicly display, modify, reproduce and create derivative works of the Customer Data, in each case solely as necessary to provide the Hosted Software and Services under this Agreement. The Parties' respective roles and obligations with respect to personal data contained in Customer Data are as set forth in the DPA, if executed by Customer in accordance with Section 18 below.

15.2 Usage Data. Notwithstanding anything to the contrary in this Agreement, with respect to Customer's use of the Hosted Software in connection with a Hosted Deployment or Hybrid Deployment, Gradle may collect and use Usage Data to develop, improve, support

and operate its products and services. Gradle shall not share any Usage Data that includes Customer's Confidential Information with a third party except to the extent the Usage Data is aggregated and anonymized such that Customer and its users cannot be identified.

15.3 Ownership of Software and Services. The Software is made available to Customer on a limited license or access basis, and no ownership right is conveyed to Customer, irrespective of the use of terms such as "purchase" or "sale". As between Gradle and Customer, Gradle retains all right, title and interest, including all intellectual property rights, in and to the Software (both as recorded on the original media and any subsequent media), the Documentation and any copies thereof in any form, including their "look and feel", any and all related or underlying technology, and any modifications or derivative works of the foregoing created by or for Gradle, and including without limitation any incorporated Feedback (as defined below).

15.4 Feedback and Aggregate Data. From time to time, (a) Customer may choose to submit comments, information, questions, data, ideas, description of processes, or other information to Gradle, which may include sharing the User Count Report and Customer's modifications in the course of receiving Support and Maintenance, and additionally (b) Gradle may collect and use Usage Data to generate aggregate, de-identified data that is not linked specifically to Customer or any User (collectively (a) and (b) "**Feedback and Aggregate Data**"). Customer shall, and hereby does, grant to Gradle a nonexclusive, worldwide, perpetual, irrevocable, transferable, sublicensable, royalty-free, fully paid up license to use and exploit the Feedback and Aggregate Data for any lawful business purpose. Gradle may in connection with any of its products or services freely use, copy, disclose, license, distribute and exploit any Feedback and Aggregate Data in any manner without any obligation, royalty or restriction based on intellectual property rights or otherwise. Feedback shall be considered Confidential Information belonging to Gradle, and nothing in this Agreement limits Gradle's right to independently use, develop, evaluate, or market products, whether incorporating Feedback and Aggregate Data or otherwise.

16. Export Restrictions. The Software is subject to export restrictions by the United States government and import

restrictions by certain foreign governments, and Customer agrees to comply with all applicable export and import laws and regulations in using the Software. Customer shall not (and shall not allow any third-party to) remove or export or allow the export or re-export of any part of the Software or any direct product thereof: (a) into (or to a national or resident of) any embargoed or terrorist-supporting country; (b) to anyone on the U.S. Commerce Department's Table of Denial Orders or U.S. Treasury Department's list of Specially Designated Nationals; (c) to any country to which such export or re-export is restricted or prohibited, or as to which the United States government or any agency thereof requires an export license or other governmental approval at the time of export or re-export without first obtaining such license or approval; or (d) otherwise in violation of any export or import restrictions, laws or regulations of any United States or foreign agency or authority. Customer represents and warrants that (i) Customer is not located in, under the control of, or a national or resident of any such prohibited country or on any such prohibited party list and (ii) that none of Customer's data is controlled under the US International Traffic in Arms Regulations. The Software is restricted from being used for the design or development of nuclear, chemical, or biological weapons or missile technology without the prior permission of the United States government.

17. **Governing Law.** This Agreement shall be governed by and interpreted in accordance with the substantive laws of the State of California, without effect to conflict of laws principles. The parties expressly agree that the United Nations Convention on Contracts for the International Sale of Goods and the Uniform Computer Information Transactions Act shall not apply to this Agreement. Any legal action or proceeding arising under, related to or connected with this Agreement shall be resolved exclusively in the state or federal courts of California located in San Francisco, California. The Parties irrevocably consent and submit to said jurisdiction and venue.

18. **Use of Logo.** Customer authorizes Gradle to use Customer's name, logo and/or trademark without notice to or consent by Customer in connection with certain promotional and marketing materials that Gradle may disseminate to the public. The

promotional materials may include, but are not limited to, brochures, videos, website, press releases, advertising in newspaper and/or other periodicals, and any other materials relating the fact that Customer is a licensee of the Software, and such materials may be developed, disseminated, and used without Customer's review or prior written consent. Nothing herein obligates Gradle to use Customer's name, logo and/or trademark, in any promotional materials. Customer shall not, and shall not permit any of its respective Affiliates to, issue any press release or other public disclosure (other than as required by applicable law) using Gradle's name, logo or trademark or otherwise referring to Gradle or any of its Affiliates, this Agreement or any transaction contemplated herein without Gradle's prior written consent.

19. **Data Processing Addendum.** Customer may enter into the Data Processing Addendum ("**DPA**") by executing the DPA available at https://gradle-trust.zendesk.com/hc/en-us/article_attachments/17119519723421, which, upon execution by Customer, shall be deemed incorporated into this Agreement by reference and become legally binding between the parties.

20. **General.**

20.1 Assignment. Customer shall not, directly or indirectly, by operation of law or otherwise, assign or transfer the license of the Software or any of Customer's rights or obligations under this Agreement, in whole or in part, without prior written consent of Gradle, which consent shall not be unreasonably withheld. Any attempted assignment in violation of this Section 19.1 shall be null and void. Gradle may assign this Agreement in its entirety without any requirement to obtain consent, either in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of Gradle's stock, business or assets.

20.2 Severability. In the event that any provision of this Agreement is deemed by a court of competent jurisdiction to be illegal, invalid, or unenforceable, such illegality, invalidity or unenforceability shall not affect the validity of any other provision of this Agreement that may be given effect without the illegal, invalid or unenforceable provision. Any provision that cannot be given effect without the

illegal, invalid or unenforceable provision shall be deemed deleted, and the remaining provisions of this Agreement shall continue in full force and effect.

20.3 Notices. All notices, requests, demands or other communications required or permitted under this Agreement shall be in writing, shall reference this Agreement and shall be transmitted either by (i) in-person delivery, (ii) registered mail, (iii) certified mail, return receipt requested, (iv) overnight mail or (v) electronic mail. Notice shall be deemed to be properly given (a) upon receipt, if delivered personally; (b) upon confirmation of receipt by the intended recipient, if by electronic mail; (c) five (5) business days after the notice is sent by registered or certified mail, with written confirmation of receipt; or (d) three (3) business days after deposit with an internationally recognized express courier, with written confirmation of receipt. Notices should be sent to the recipients and the address(es) set forth on the applicable Order Form, unless either Party is notified otherwise.

20.4 Waiver. No waiver of any provision of this Agreement shall be effective unless made in a writing signed by an authorized representative of the waiving Party, which waiver shall be effective only with respect to the specific obligation described therein. Any waiver or failure to enforce any provision of this Agreement on one occasion shall not constitute a waiver of a subsequent breach of that provision or a waiver of any other provision of this Agreement.

20.5 Force Majeure. Gradle shall not be liable to Customer by reason of failure of performance under this Agreement to the extent that such failure arises out of causes beyond Gradle's reasonable control (each such cause a "**Force Majeure Event**"). Gradle shall provide Customer with prompt notice in the event Gradle is subject to a Force Majeure Event, Force Majeure events include, but are not limited to, acts of God, strikes, lockouts, riots, acts of war, epidemics, pandemics, communication line failure, and power failures.

20.6 Independent Contractors. The Parties hereto are and shall remain independent contractors with respect to the subject matter of this Agreement. Nothing contained in this Agreement shall be deemed or construed in any manner whatsoever to create a partnership, joint venture, employment, agency, fiduciary, or other

similar relationship between the Parties, and neither of the Parties shall have the authority to bind the other contractually.

20.7 U.S. Government End Users. No technical data or computer software is developed under this Agreement. The Software and Documentation have been developed solely with private funds and are considered "Commercial Computer Software" and "Commercial Computer Software Documentation" as described in FAR 12.212, FAR 27.405-3, and DFARS 227.7202-3, and are licensed to the to the U.S. Government end user as restricted computer software and limited rights data. Any use, disclosure, modification, distribution, or reproduction of the Software or Documentation by the U.S. Government or its contractors is subject to the restrictions set forth in this Agreement.

20.8 Compliance with Laws. Each party shall comply with all laws applicable to the Software, Services and its use, this Agreement and the performance of its obligations hereunder, and the conduct of its business. Except as set forth in Section 17, in no event shall Gradle be responsible for developing, supplying, implementing, configuring, or coding the Software in a manner that complies with any laws or regulatory requirements that apply to Customer's business or industry (collectively "**Customer Specific Laws**"). Customer agrees that it shall comply with all such Customer Specific Laws (which may prohibit Customer from using parts of the Software and/or providing specific types of information) and the law governing this Agreement and, notwithstanding the foregoing, in no event shall Gradle, its Affiliates or any related entities be held liable for any claim or action arising from or related to Customer's failure to comply with any Customer Specific Laws.

20.9 Amendments. No modification, change, or amendment of this Agreement shall be binding upon the parties, unless such modification, change or amendment is in a writing signed by each Party's authorized representatives.

20.10 Integration; Entire Agreement. This Agreement, including the schedules attached hereto and each Order Form, with respect to its subject matter, constitutes the entire agreement between the Parties, and supersedes all prior agreements and understandings, whether written or oral, between them. **In no event shall the**

preprinted terms or conditions found on any purchase or work order, invoice or any other statement, other than the Order Form, be considered an amendment or modification of this Agreement, even if such documents are signed by representatives of one or both parties; such preprinted terms or conditions shall be considered null and void. In the event of a conflict between the terms of the Agreement and any other documents, the terms of this Agreement shall control. This Agreement may not be supplemented, explained or interpreted by any evidence of trade usage or course of dealing.

Schedule A

Gradle Technologies Support Policy

This Gradle Technologies Support Policy (as updated from time to time, the “**Support Policy**”) is attached to and incorporated in that certain Gradle Software License Agreement (the “**Agreement**”). Unless otherwise defined in the Support Policy, capitalized terms shall have the meanings attributed to them in the Agreement. Support and Maintenance are provided for the most recent Major or Patch Release of the Software.

Supported Versions

Each Develocity Software release is supported for 18 months from its general availability date. After the End-Of-Life date (“**EOL**”), no Support and Maintenance is provided. Patch Releases do not extend the EOL of Software Major Releases. All Patch Releases of the same Software Major Release share the same EOL, which is the initial EOL of that Major Release. For more information on supported versions of Develocity, please visit <https://docs.gradle.com/develocity/current/miscellaneous/support-policy/>.

Software Maintenance and Technical Support Response Times for Errors

Gradle shall meet the response times listed below:

Hours of Operation	For Customers with a principal place of business in the United States, 12 hours/day, 6:00 am - 6:00
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	pm Eastern Time, 5 days/week (Monday – Friday), excluding Good Friday, Easter Monday, Christmas (December 25th and 26th), New Year’s Eve (December 31st) and New Year’s Day (January 1st) (“Business Days”). For Customers with a principal place of business outside the United States, 12 hours/day, 6:00 am – 6:00 pm London time 5 days/week (Monday – Friday), excluding Good Friday, Easter Monday, Christmas (December 25th and 26th), New Year’s Eve (December 31st) and New Year’s Day (January 1st) (“Business Days”).
Support Language	English
Support Access Method	Web via Zendesk Support Platform
Support Response Method	Web via Zendesk Support Platform
Number of Support Requests	Unlimited

Service Level Objectives (SLO) Matrix				
Error Severity Level	Initial Response Target	Update Frequency	Workaround Target	Resolution Target
Severity 1	Within 4 hours*	Daily on Business Days or Customer initiated	1 Business Day	Next Patch Release
Severity 2	Within 4 hours*	Every 2 Business Days or Customer Initiated	5 Business Days	Future Patch Release

Severity 3	By close of next Business Day*	N/A	Determined on a case- by-case basis	Future Major Release, Patch Release or at the discretion of the Company
Severity 4	By close of next Business Day*	N/A	Determined on a case- by-case basis	Future Major Release, Patch Release or at the discretion of the Company

*** Support requests received less than four (4) hours prior to the close of business (6:00pm Eastern time for U.S. Customers and 6:00pm London time for all other Customers) or outside Gradle's hours of operation shall be deemed delivered at 6:00 am Eastern Time for U.S. Customers and 6:00 am London time for all other Customers the following Business Day.**

SERVICE LEVEL COMMITMENTS

Gradle will expend commercially reasonable efforts to provide an Error Correction (as defined below) designed to resolve or bypass a reported Error per the above Service Level Objectives Matrix. Gradle, in its reasonable discretion, shall determine the severity level of Errors (as defined below).

- 1. "Error" means a failure of the Software to conform to the specifications set forth in the Documentation resulting in the inability to use the Software or a material restriction in the use of the Software. Errors are classed Severity 1, 2, 3 or 4, as follows:**

Severity 1: Critical Business Impact – All Productive Activity Stopped
Customers is unable to use the Software in a material fashion or

reasonably continue work using the Software in a production environment.

Severity 2: Major Business Impact - Major Feature Failure or Performance Degradation

Critical Software components are not working properly while other areas of the Software are not impacted. The affected Software functionality has created a significant negative impact on Customer's productivity or Customer's service level. Severity 2 Errors include installation errors.

Severity 3: Minor Business Impact - Minor Feature Failure

Critical Software components are not working properly, however, an alternative solution is available. The following also qualify as Severity 3 Errors:

- A non-essential Software feature is unavailable with no alternative solution.
- Software behavior yields minimal loss of operational functionality or implementation resources.

Severity 4: Minimal Business Impact – General Questions

The following qualify as Severity 4 Errors:

- Software information requests
- Software enhancement requests
- Clarifications or questions regarding the Documentation

2. “Error Correction” means either a Software modification or addition that, when made or added to the Software, corrects the Error, or a procedure or routine that, when observed in the regular operation of the Software, eliminates the practical adverse effect of the Error on the end user. Error Corrections are delivered to Customer via Resolutions and Workarounds.

The Service Level Objectives (“SLOs”) stated in the Service Level Objectives Matrix above are targets and do not include or account for time waiting for additional information from the Customer or other delays outside of Gradle’s reasonable control. The response times provided above are subject to Gradle’s hours of operation. The SLOs assume that the Customer has fulfilled all Customer Responsibilities described in this document and Gradle’s technical

support personnel (“Technical Support”) have received all the requested technical information reasonably required to resolve the issue.

Service Level Objective (SLO) Definitions:

Customer Responsibilities

Customer Responsibilities include the submission of a complete and accurate support ticket through Zendesk as well as prompt and complete responses to any follow up inquiries from Technical Support requesting logs, files, or any additional information in connection with any support ticket.

Initial Response

Initial Response means the initial contact through the Zendesk support platform by a Technical Support engineer to gather additional information about a case, collect diagnostics, suggest workarounds, obtain reproduction data and/or gather configuration information.

Resolution

Resolution means a solution to an Error that addresses the root cause of the reported Error and eliminates the practical adverse effect of the Error. Gradle will aim to provide Resolutions per the Resolution Targets set forth in the Service Level Objectives Matrix. Resolutions will be provided through Patch Releases or Major Releases, as set forth in the Service Level Objectives Matrix.

Resolution Target

Resolution Target means the target Software release intended to provide a Resolution for the reported Error.

Major Release

Major Release means an enhancement release that may contain both corrections for non-conforming Software behavior and new functionality. Gradle, in its sole discretion, shall determine which enhancement suggestions to fulfill in each Major Release. A “Major Release” is identified by the first and second numbers separated by the first decimal point in the release number sequence (i.e. 2017.1).

Patch Release

Patch Release means a Software release containing corrections for

non-conforming Software behavior. Patch Releases may or may not contain new functionality. A Patch Release is identified by the release number after the right-most decimal point in the release number sequence (i.e. 2017.1.1). All releases, including Major Releases, do not include modules or add-on products that the Customer has not licensed from Gradle.

Update Frequency

Update Frequency means the frequency with which Technical Support provides information regarding the case status to the Customer. Periodicity may be extended by mutual agreement between Customer and Technical Support.

Workaround

A Workaround is a solution that provides relief from the non-conforming Software behavior. A Workaround may take the form of an alternate usage, a system configuration change, a patch and/or design approach, or information in the case of an information request.

Workaround Target

Workaround Target means the target time period in which Gradle intends to provide a Workaround for the reported Error.

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