

THE RED HAT ENTERPRISE AGREEMENT NORTH AMERICA



PLEASE READ THIS AGREEMENT CAREFULLY BEFORE PURCHASING AND/OR USING SOFTWARE OR SERVICES FROM RED HAT. BY USING RED HAT SOFTWARE OR SERVICES, CLIENT SIGNIFIES ITS ASSENT TO AND ACCEPTANCE OF THIS AGREEMENT AND ACKNOWLEDGES IT HAS READ AND UNDERSTANDS THIS AGREEMENT. AN INDIVIDUAL ACTING ON BEHALF OF AN ENTITY REPRESENTS THAT HE OR SHE HAS THE AUTHORITY TO ENTER INTO THIS AGREEMENT ON BEHALF OF THAT ENTITY. IF CLIENT DOES NOT ACCEPT THE TERMS OF THIS AGREEMENT, THEN IT MUST NOT USE RED HAT SOFTWARE OR SERVICES. THIS AGREEMENT INCORPORATES THE PRODUCT APPENDICES REFERENCED BY URL IN THIS AGREEMENT.

The Agreement (as further described in Section 1.2 below) is between Client and Red Hat, Inc. ("Red Hat") and addresses unique commercial considerations that apply to Red Hat Products, open source software, and Red Hat's subscription business model.

1. The Mechanics of the Agreement

- 1.1 Ordering.** The Agreement applies to Red Hat Products that you purchase or otherwise acquire the right to access or use, including Subscriptions, Professional Services, Training Services, Online Services and other Red Hat offerings, whether obtained directly from Red Hat or from a Business Partner. You may order Red Hat Products directly from Red Hat by submitting an Order Form or from a Business Partner using the Business Partner's ordering procedure. Affiliates of either party may conduct business under the Agreement by signing an Order Form or other document that references these General Terms and may include additional terms relating to pricing, local requirements or other transaction details. Specific pricing established in an Order Form does not extend globally unless specifically agreed by the parties.
- 1.2 Structure.** The Agreement consists of three components (a) these General Terms; (b) the Product Appendices (which may include end user license agreements and supported life cycles) applicable to Your Products; and (c) if applicable, all Order Forms. Certain terms are defined in the Definitions section at the end of the General Terms. If you order Red Hat Products from a Business Partner, any agreement that you enter into with the Business Partner is solely between you and the Business Partner and will not be binding on Red Hat (except to the extent that your agreement with a Business Partner references this Agreement).

2. Term

- 2.1 Agreement Term.** The Agreement begins on the Effective Date and continues until it is terminated as set forth below.
- 2.2 Services Term.** Unless otherwise agreed in writing, a Service that you order will start at the earliest of (a) your first use of the Service; (b) the date you purchased the Service; or (c) the start date contained in the Order Form, and will end at the expiration of the Services Term unless sooner terminated as set forth below. Subscriptions automatically renew for successive terms of the same duration as the original Services Term, unless either party gives written notice to the other party of its intention not to renew at least thirty (30) days before the expiration of the applicable Services Term. Any Services that you order must be consumed during the applicable Services Term and any unused Services will expire.

3. Fees and Payment

- 3.1 Payment of Fees.** Section 3.1 applies only to Red Hat Products ordered directly from Red Hat. The payment terms applicable to Red Hat Products purchased from a Business Partner are included in your Business Partner agreement.
- a) Unless otherwise set forth in an Order Form, you agree to pay Fees (1) for Professional Services and Training Services at the time of your order; and (2) for all other Red Hat Products, no later than 30 days after the date of Red Hat's invoice. Credit is subject to Red Hat's approval and Red Hat may change credit terms.
 - b) Fees do not include reasonable out-of-pocket expenses, shipping costs, Taxes, or service provider fees (such as payment processor or vendor management) and you agree to pay or reimburse Red Hat for such amounts. You must pay the Fees and expenses without withholding or deduction. If you are required to withhold or deduct any Taxes from the Fees or expenses, then you agree to increase the amount payable to Red Hat by the amount of such Taxes so that Red Hat receives the full amount of all Fees and expenses. All Fees, expenses and other amounts paid under the Agreement are non-refundable. The Software Subscription Fees are for Services; there are no Fees associated with the Software licenses.
 - c) If you are purchasing by credit card, then you (1) authorize Red Hat to charge your credit card for all amounts due; and (2) agree to provide updated credit card information to Red Hat as needed to pay the Fees or other amounts owed.
- 3.2 Basis of Fees.** Fees are determined by counting the Units associated with the applicable Red Hat Product, as described in the Product Appendix and/or Order Form. For example, Subscriptions may be priced based on the number of physical or virtual nodes. You agree to order and pay for the appropriate type and quantity of Red Hat Products based on the Units you use or deploy. If during the term of the Agreement, the number of Units you use or deploy exceeds the number of Units you have ordered and paid for, you will promptly report to Red Hat or a Business Partner the number of additional Units used or deployed and the date(s) on which they were used or deployed. Red Hat (or the Business Partner) will invoice you and you agree to pay for the additional Units. If you purchase Red Hat Products through a marketplace, you agree that information relating to your use of Red Hat Products may be shared with Red Hat Affiliates (including IBM) or the applicable Business Partner for billing and metering purposes.

4. Termination

- 4.1 Termination for Cause.** Either party may terminate the Agreement (in whole or with respect to any Order Form or Red Hat Product, whether obtained from Red Hat or a Business Partner) by notice to the other party if (a) the other party materially breaches the Agreement, and does not cure the breach within thirty (30) days after written notice (except in the case of a breach of Section 8 in which case no cure period will apply);

or (b) the other party becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors. In addition, Red Hat may, at its option and without limiting its other remedies, suspend (rather than terminate) any Services if you breach the Agreement (including with respect to payment of Fees) until the breach is remedied.

4.2 Termination for Convenience. Either party may terminate the Agreement by notice to the other party at any time if all Services Terms have expired.

4.3 Effect of Termination; Survival. The termination or suspension of an individual Order Form, Business Partner order, or any Red Hat Products purchased from Red Hat or a Business Partner will not terminate or suspend any other Order Form, Business Partner order, Red Hat Product or the remainder of the Agreement unless specified in the notice of termination or suspension. If the Agreement is terminated in whole, all outstanding Order Form(s), Business Partner orders and Services will terminate. If this Agreement, any Order Form or Business Partner order is terminated, you agree to pay for all Units that you used or deployed or that were provided by Red Hat up to the effective date of termination. Sections 1.2, 3, 4.3, 5.2, 5.3, 8 (to the extent set forth therein), 9, 10 (to the extent set forth therein) and 11-14 will survive the termination of this Agreement.

5. Representations and Warranties

5.1 Red Hat represents and warrants that (a) it has the authority to enter into this Agreement; (b) the Services will be performed in a professional and workmanlike manner by qualified personnel; (c) to its knowledge, the Software does not, at the time of delivery to you, include malicious mechanisms or code for the purpose of damaging or corrupting the Software; and (d) the Services will comply in all material respects with laws applicable to Red Hat as the provider of the Services. Client represents and warrants that (a) it has the authority to enter into this Agreement; and (b) its use of Red Hat Products will comply with all applicable laws, and it will not use the Red Hat Products for any illegal activity.

5.2 TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW AND EXCEPT AS EXPRESSLY PROVIDED IN SECTION 5.1, THE RED HAT PRODUCTS ARE PROVIDED "AS IS" AND WITHOUT ANY REPRESENTATIONS OR WARRANTIES EXPRESS OR IMPLIED, AND RED HAT DISCLAIMS ALL SUCH REPRESENTATIONS AND WARRANTIES, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, AND FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTIES IMPLIED BY THE COURSE OF DEALING OR USAGE OF TRADE. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, RED HAT AND ITS SUPPLIERS DO NOT REPRESENT OR WARRANT THAT THE RED HAT PRODUCTS WILL BE UNINTERRUPTED, SECURE, ERROR FREE, ACCURATE, COMPLETE, COMPLY WITH REGULATORY REQUIREMENTS, OR THAT RED HAT WILL CORRECT ALL ERRORS. IN THE EVENT OF A BREACH OF THE WARRANTIES SET FORTH IN SECTION 5.1, YOUR EXCLUSIVE REMEDY, AND RED HAT'S ENTIRE LIABILITY WILL BE THE RE-PERFORMANCE OR RE-DELIVERY OF THE DEFICIENT RED HAT PRODUCT, OR IF RED HAT CANNOT SUBSTANTIALLY CORRECT A BREACH IN A COMMERCIALY REASONABLE MANNER, TERMINATION OF THE RELEVANT RED HAT PRODUCT, IN WHICH CASE YOU MAY RECEIVE A PRO RATA REFUND OF THE FEES PAID FOR THE DEFICIENT RED HAT PRODUCT AS OF THE EFFECTIVE DATE OF TERMINATION.

5.3 The Red Hat Products have not been tested in all situations under which they may be used. Red Hat will not be liable for the results obtained through use of the Red Hat Products and you are solely responsible for determining appropriate uses for the Red Hat Products and for all results of such use. In particular, Red Hat Products are not specifically designed, manufactured or intended for use in (a) the design, planning, construction, maintenance, control, or direct operation of nuclear facilities; (b) aircraft control, navigation, or communication systems; (c) weapons systems; (d) direct life support systems; or (e) other similar hazardous environments.

6. Open Source Assurance. Purchases of Subscriptions may entitle you to participate in Red Hat's Open Source Assurance Program, which is described at <http://www.redhat.com/rhel/details/assurance/> and provides certain protections in the event of a third party infringement claim. The terms for this optional program are subject to the agreement at http://www.redhat.com/legal/open_source_assurance_agreement.html.

7. Red Hat Online Properties. You may be required to create an account to access Red Hat websites and portals. You will provide accurate information when creating an account. You will not access or create multiple accounts in a manner that is (a) intended to avoid, or has the effect of avoiding, payment of Fees; (b) circumventing thresholds or Unit limitations associated with your account; or (c) intended to violate the Agreement. You are solely responsible for all activities in connection with your account and will notify Red Hat promptly if you become aware of any unauthorized use. Your use and access may also be subject to the Product Appendices applicable to the Red Hat Product.

8. Confidentiality

8.1 Recipient (a) will not disclose Confidential Information of Discloser to any third party unless Discloser approves the disclosure in writing or the disclosure is otherwise permitted under this Section 8; (b) will use the same degree of care to protect Confidential Information of Discloser as it uses to protect its own confidential information of a similar nature, but in no event less than reasonable care; and (c) may disclose Confidential Information of the Discloser only to its employees, Affiliates, agents, and contractors with a need to know, and to its auditors and legal counsel, in each case, who are under a written obligation (or other professional obligation) to keep such information confidential using standards of confidentiality no less restrictive than those required by this Section 8. These obligations will continue for a period of two (2) years following initial disclosure of the particular Confidential Information. A Recipient may disclose Confidential Information if it is required to do so by applicable law, regulation or court order but, where legally permissible and feasible, will provide advance notice to the Discloser to enable the Discloser to seek a protective order or other similar protection.

8.2 Information is not Confidential Information, if (a) the information is or becomes publicly available other than as a result of the Recipient's breach of this Agreement; (b) the Recipient, at the time of disclosure, knows or possesses the information without obligation of confidentiality or thereafter obtains the information from a third party not under an obligation of confidentiality; (c) the Recipient independently develops the information without use of the Discloser's Confidential Information; (d) the information is generally known or easily developed by someone with ordinary

skills in the business of the Recipient; or (e) the information is licensed under an open source license (as defined by the Open Source Initiative (<https://opensource.org/>)).

- 8.3 Confidential Information that is disclosed prior to termination of this Agreement will remain subject to this Agreement for the period set forth above. Upon written request of the Discloser, the Recipient will promptly return or destroy all Confidential Information, except for Confidential Information stored in routine back-up media not accessible during the ordinary course of business.

9. Client Information, Feedback, Reservation of Rights, & Review

- 9.1 **Client Information.** If you provide Client Information in connection with your use of or access to Red Hat Products, Red Hat, its Affiliates, and Suppliers may use such Client Information in connection with the Red Hat Products (subject to Section 8 with respect to disclosure of Client Information that constitutes Confidential Information). You represent and warrant that your provision (and Red Hat's use) of Client Information under this Agreement will not require any additional consents or licenses, will comply with applicable law, and will not violate any intellectual property, proprietary, privacy, or other right of any third party. As between Red Hat and you, subject to the rights granted in this Section, you retain all of your rights in and to Client Information. You acknowledge that to provide the Services, it may be necessary for Client Information to be transferred between Red Hat, its Affiliates, Business Partners and Suppliers, which may be located worldwide.

- 9.2 **No Personal Data.** Except with respect to Online Services covered by Product Appendix 4, you agree not to provide to Red Hat personal data subject to the General Data Protection Regulation (the "GDPR") or a similar law requiring a contract governing the processing of personal data between you and Red Hat where Red Hat is acting as a processor (as such term is defined in the GDPR or the applicable law) on behalf of you as part of the Services. In the event of a change where Red Hat will act as a processor of personal data, you will notify Red Hat in advance in writing and the parties shall agree on the terms of a data processing addendum, which will amend this Agreement, as is reasonably required to comply with GDPR and similar data protection laws, if applicable.

- 9.3 **Feedback.** You may voluntarily provide Red Hat with Feedback in connection with Red Hat Products, but have no obligation to do so. If you choose to do so, Red Hat may use Feedback for any purpose, including incorporating the Feedback into, or using the Feedback to develop and improve, Red Hat Products and other Red Hat offerings without attribution or compensation. You grant Red Hat a perpetual and irrevocable license to use all Feedback for any purpose. You agree to provide Feedback to Red Hat only in compliance with applicable laws and you represent that you have the authority to provide the Feedback and that Feedback will not include proprietary information of a third party.

- 9.4 **Reservation of Rights.** Red Hat grants to you only those rights expressly granted in the Agreement with respect to the Red Hat Products and reserves all other rights in and to the Red Hat Products (including all intellectual property rights). Red Hat may collect and use for any purpose aggregate anonymous data about your use of the Red Hat Products. Nothing in this Agreement will limit Red Hat from providing software, materials, or services for itself or other clients, irrespective of the possible similarity of such software, materials or services to those that might be delivered to you. Nothing will prohibit or restrict either party's right to develop, use or market products or services similar to or competitive with the other party; provided, however, that neither party is relieved of its obligations under Section 8 of this Agreement.

10. **Review.** While the Agreement is in effect and for one (1) year thereafter, Red Hat or its designee, acting in accordance with Section 8, may inspect your facilities and records to verify your compliance with this Agreement. You agree to (a) respond promptly to requests for information, documents and/or records; (b) grant appropriate access for on-site visits in order to verify your compliance; and (c) reasonably cooperate in connection with any such verification. Red Hat will provide at least ten (10) days prior written notice for any on-site visits, and will conduct on-site visits during regular business hours in a manner that reasonably minimizes interference with your business. If Red Hat notifies you of any noncompliance or underpayment, then you will resolve the non-compliance and/or underpayment within fifteen (15) days from the date of notice. If the underpayment exceeds five percent (5%), then you will also reimburse Red Hat for the cost of the inspection.

11. Limitations

- 11.1 **DISCLAIMER OF DAMAGES.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, NEITHER PARTY, NOR ITS AFFILIATES, WILL BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, SPECIAL, INDIRECT, EXEMPLARY OR PUNITIVE DAMAGES, OR FOR ANY DAMAGES FOR LOST OR DAMAGED DATA, LOST PROFITS, LOST SAVINGS OR BUSINESS OR SERVICE INTERRUPTION, EVEN IF SUCH PARTY WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND REGARDLESS OF THE FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

- 11.2 **LIMITATION OF LIABILITY.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, RED HAT'S AND ITS AFFILIATES' TOTAL AND AGGREGATE LIABILITY WITH RESPECT TO ANY CLAIM ARISING OUT OF OR RELATING TO THIS AGREEMENT WILL NOT EXCEED THE FEES RECEIVED BY RED HAT WITH RESPECT TO THE PARTICULAR RED HAT PRODUCT GIVING RISE TO LIABILITY UNDER THE MOST APPLICABLE ORDERING DOCUMENT DURING THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE FIRST EVENT GIVING RISE TO SUCH CLAIM; PROVIDED THAT IN NO EVENT WILL RED HAT'S AND ITS AFFILIATES' TOTAL AND AGGREGATE LIABILITY FOR ALL CLAIMS ARISING OUT OF OR RELATING TO THIS AGREEMENT EXCEED THE FEES RECEIVED BY RED HAT DURING THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE FIRST EVENT GIVING RISE TO LIABILITY UNDER THIS AGREEMENT. THIS LIMITATION APPLIES REGARDLESS OF THE NATURE OF THE CLAIM, WHETHER BASED ON CONTRACT, TORT (INCLUDING NEGLIGENCE), STATUTE OR OTHER LEGAL THEORY. THESE LIMITATIONS DO NOT LIMIT CLAIMS OF BODILY INJURY (INCLUDING DEATH) AND DAMAGE TO REAL OR TANGIBLE PERSONAL PROPERTY CAUSED BY THE NEGLIGENCE OF RED HAT OR ITS AFFILIATES.

12. **Governing Law and Claims.** The Agreement, and any claim, controversy or dispute arising out of or related to the Agreement, are governed by and construed in accordance with the laws of the State of New York without giving effect to any conflicts of laws provision. To the extent permissible, the United Nations Convention on Contracts for the International Sale of Goods will not apply, even if adopted as part of the laws of the State of New York. Any claim, suit, action or proceeding arising out of or relating to this Agreement or its subject matter will be brought exclusively in the state or federal courts of Wake County, North Carolina, and each party irrevocably submits to the exclusive jurisdiction and venue. No claim or action, regardless of form, arising out of or related to the Agreement may be brought by either party more than one (1) year after the party first became aware or reasonably should have been aware of the basis for the claim. To the fullest extent permitted, each party waives the right to trial by jury in any legal proceeding arising out of or relating to this Agreement or the transactions contemplated hereby.

13. Miscellaneous

- 13.1 Export.** Red Hat may supply you with Controlled Materials. You agree to comply with all applicable export and import laws or regulations, including any local laws in your jurisdiction concerning your right to import, export or use Controlled Materials and agree that Red Hat is not responsible for your compliance. Without limiting the foregoing, you agree that you will not export, disclose, re-export or transfer the Controlled Materials, directly or indirectly, to (a) any U.S. embargoed destination; (b) any party who you know or have reason to know will utilize them in the design, development or production of nuclear, chemical or biological weapons, or rocket systems, space launch vehicles, or sounding rockets, unmanned air vehicle systems, or any other restricted end-use; or (c) anyone on (or controlled by a person or entity on) a U.S. government restricted persons list, including those who have been prohibited from participating in U.S. export transactions by any federal agency of the U.S. government. You will not provide Red Hat with any data or engage Red Hat in any activity subject to the International Traffic in Arms Regulations (ITAR). In addition, you will not, and will not allow third parties under your control to use the Red Hat Products or Services for any activity subject to the ITAR. Red Hat may terminate the Agreement and/or the applicable Order Form without liability to you if (a) you breach (or Red Hat believes you have breached) this paragraph or the export provisions of an end user license agreement for any Software; or (b) Red Hat is prohibited by law or otherwise restricted from providing Red Hat Products to you.
- 13.2 Notices.** Notices must be in English, in writing, and will be deemed given upon receipt, after being sent using a method that provides for positive confirmation of delivery, including through an automated receipt or by electronic log, to the address(es) or email address provided by you. Any notice from you to Red Hat must include a copy sent to: Red Hat, Inc., Attention: General Counsel, 100 East Davie Street, Raleigh, North Carolina 27601; Email: legal-notices@redhat.com. Billing notices to you will be addressed to the billing contact designated by you.
- 13.3 Assignment.** Upon written notice, either party may assign this Agreement to (a) an Affiliate; or (b) a successor or acquirer pursuant to a merger or sale of all or substantially all of such party's assets if, in each case, the assignee's financial condition and creditworthiness are deemed sufficient by the non-assigning party and the assignment will not affect the non-assigning party's obligations under the Agreement. Any other assignment will be deemed void and ineffective without the prior written consent of the other party. Subject to the foregoing, this Agreement will be binding upon and will inure to the benefit of the parties and their respective successors and permitted assigns.
- 13.4 Waiver.** A waiver by a party under this Agreement is only valid if in writing and signed by an authorized representative of such party. A delay or failure of a party to exercise any rights under this Agreement will not constitute or be deemed a waiver or forfeiture of such rights.
- 13.5 Independent Contractors.** The parties are independent contractors and nothing in the Agreement creates an employment, partnership or agency relationship between the parties or any Affiliate. Each party is solely responsible for supervision, control and payment of its personnel. Red Hat may subcontract Services to third parties or Affiliates as long as (a) subcontractors agree to protect Confidential Information; and (b) Red Hat remains responsible to you for performance of its obligations.
- 13.6 Third Party Beneficiaries.** The Agreement is binding on the parties to the Agreement and, other than as expressly provided in the Agreement, nothing in this Agreement grants any other person or entity any right, benefit or remedy.
- 13.7 Force Majeure.** Neither party is responsible for nonperformance or delay in performance of its obligations (other than payment of Fees) due to causes beyond its reasonable control.
- 13.8 Complete Agreement and Order of Precedence.** The Agreement represents the complete agreement between the parties with respect to its subject matter and supersedes all prior and contemporaneous agreements and proposals, whether written or oral, with respect to such subject matter. Any terms contained in any other documentation that you deliver to Red Hat, including any purchase order or other order-related document (other than an Order Form), are void and will not become part of the Agreement or otherwise bind the parties. If there is a conflict between the General Terms, the Product Appendices and/or an Order Form, the General Terms will control unless otherwise expressly provided in the Product Appendices or Order Form.
- 13.9 Counterparts.** The Agreement may be executed in counterparts, each of which will be deemed an original and all of which will constitute one and the same document. The parties may exchange signature pages by email or electronic signature process and such signatures will be effective to bind the parties to the Agreement.
- 13.10 Severable.** If any provision of the Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, the remaining provisions of this Agreement will remain in effect to the greatest extent permitted by law.
- 13.11 United States Government End Users.** The Software and its documentation are "Commercial items," "Commercial computer software" and "Computer software documentation" as defined by the Federal Acquisition Regulations ("FAR") and Defense Federal Acquisition Regulations Supplement ("DFARS"). Pursuant to FAR 12.211, FAR 12.212, DFARS, 227.7202-1 through 227.7202-4, and their successors, the U.S. Government acquires the Software and its documentation subject to the terms of this Agreement.

14. Definitions

- 14.1 "Affiliate"** means an entity that owns or controls, is owned or controlled by, or is under common control or ownership with a party, where "control" is the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of an entity, whether through ownership of voting securities, by contract or otherwise.
- 14.2 "Agreement"** is defined in Section 1.2.
- 14.3 "Business Partner"** means a cloud provider, distributor, reseller, OEM or other third party authorized to resell or distribute Red Hat Products.
- 14.4 "Business Partner order"** means an order for a Red Hat Product placed through a Business Partner.
- 14.5 "Client" or "you"** means the person or entity acquiring the right to use or access the Red Hat Products and which is a party to this Agreement.
- 14.6 "Client Information"** means any data, information, software or other materials that you provide to Red Hat under the Agreement.
- 14.7 "Confidential Information"** means information disclosed by the Discloser to the Recipient during the term of the Agreement that (a) is marked confidential; (b) if disclosed orally, is clearly described as confidential at the time of disclosure and is subsequently set forth in writing, marked confidential, and sent to the Recipient within thirty (30) days following the oral disclosure; or (c) is of a nature that the Recipient knows is confidential to the Discloser or should reasonably be expected to know is confidential.
- 14.8 "Controlled Materials"** means software or technical information that is subject to the United States Export Administration Regulations.

- 14.9 "Discloser"** is a party disclosing Confidential Information under this Agreement.
- 14.10 "Effective Date"** means earliest of (a) the date of the last signature on this Agreement or an Order Form; (b) your online acceptance of the Agreement; or (c) when you first receive access to a Red Hat Product.
- 14.11 "Feedback"** means any ideas, suggestions, proposals or other feedback you may provide regarding Red Hat Products.
- 14.12 "Fees"** means the amounts paid or to be paid by Client to Red Hat (directly or through a Business Partner) for Red Hat Products.
- 14.13 "General Terms"** means the terms contained in Sections 1 – 14 of this document.
- 14.14 "Online Services"** means Red Hat branded cloud or hosted services offerings. .
- 14.15 "Order Form"** means Red Hat's standard ordering document(s) or online purchasing form used to order Red Hat Products.
- 14.16 "Product Appendices"** means (a) the Red Hat Product Appendices set forth here: <https://www.redhat.com/en/about/agreements#prodapps> as such appendices may be updated by Red Hat from time to time; or (b) for Professional Services, that are incorporated into an applicable statement of work.
- 14.17 "Professional Services"** means consulting services provided by Red Hat.
- 14.18 "Recipient"** is the party receiving Confidential Information under this Agreement.
- 14.19 "Red Hat Products"** means Software, Services, and other Red Hat branded offerings made available by Red Hat.
- 14.20 "Service(s)"** means Red Hat branded services offered as Subscriptions, Professional Services, Training Services, Online Services or other services offered by Red Hat.
- 14.21 "Services Term"** means the period during which you are entitled by Red Hat to use, receive access or consume a particular Red Hat Product pursuant to an Order Form or Business Partner order.
- 14.22 "Software"** means Red Hat branded software that is included in Red Hat Product offerings.
- 14.23 "Subscription"** means a time bound Red Hat Product offering.
- 14.24 "Supplier"** means a third party that provides services to Red Hat in order for Red Hat to offer Services to its customers and/or Business Partners.
- 14.25 "Taxes"** means any form of taxation of whatever nature and by whatever authority imposed, including any interest, surcharges or penalties, arising from or relating to this Agreement or any Red Hat Products, other than taxes based on the net income of Red Hat.
- 14.26 "Training Services"** means access to Red Hat training courses, including online courses or courses provided at a site as may be agreed by the parties.
- 14.27 "Unit"** means the basis upon which Fees are determined for Red Hat Products as set forth in Product Appendices or an Order Form.
- 14.28 "Your Products"** means the Red Hat Products that you have purchased, licensed, or otherwise acquired the right to access or use.

THE RED HAT ENTERPRISE AGREEMENT U.S. FEDERAL GOVERNMENT



This Agreement (as further described in Section 1.2 below) for US Government agencies, including its Appendix 1 and/or any other Appendices referenced in the Order, ("Agreement") is between the U.S Government agency placing the Business Partner order for Red Hat Products and Red Hat, Inc. ("Red Hat"). This Agreement addresses unique commercial considerations that apply to Red Hat Products, open source software, and Red Hat's subscription business model taking into consideration the requirements of FAR Part 12, including the tailoring of provisions and clauses for the acquisition of commercial items in accordance with FAR 12.302. This Agreement shall be incorporated as part of a Business Partner order. Red Hat agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C. 3701, *et seq.*, Contract Work Hours and Safety Standards Act; 41 U.S.C. 51-58 Anti-Kickback Act of 1986; 41 U.S.C. 265 and 10 U.S.C. 2409 relating to whistleblower protection; and 41 U.S.C. 423 relating to procurement integrity.

1. The Mechanics of the Agreement

- 1.1 Ordering.** The Agreement applies to Red Hat Products that you purchase or otherwise acquire the right to access or use, including Subscriptions, Professional Services, Training Services, access to Red Hat Online Services and other Red Hat offerings. You may order Red Hat Products from a Business Partner using the Business Partner's ordering procedure.
- 1.2 Structure.** The Agreement consists of three components: (a) General Terms; (b) the Product Appendices (which may include end user license agreements and supported life cycles) applicable to Your Products; and (c) if applicable, required terms included in the Business Partner order (e.g. Product quantities and period of performance). Certain terms are defined in the Definitions section at the end of the General Terms. Any agreement that you enter into with the Business Partner is solely between you and the Business Partner and will not be binding on Red Hat (except to the extent that your agreement with a Business Partner references this Agreement).

2. Term

- 2.1 Agreement Term.** The Agreement begins on the Effective Date and will terminate at the expiration of the Business Partner order.
- 2.2 Services Term.** Unless otherwise agreed in writing, a Service that you order will start at the earliest of (a) your first use of the Service, (b) the date you purchased the Service, or (c) the start date contained in the Business Partner order, and will end at the expiration of the Services Term unless sooner terminated as set forth below. Any Services that you order must be consumed during the applicable Services Term and any unused Services will expire.

3. Fees and Payment

- 3.1 Reserved.**
- 3.2 Basis of Fees.** Fees are determined by counting the Units associated with the applicable Red Hat Product as described in the Product Appendix and/or a Business Partner order. For example, Subscriptions may be priced based on the number of physical or virtual nodes. You agree to order and pay for the appropriate type and quantity of Red Hat Products based on the Units you use or deploy. If during the term of the Agreement, the actual number of Units you use or deploy exceeds the number of Units you have ordered and paid for, you will promptly report to Red Hat and Business Partner the number of additional Units used or deployed and the date(s) on which they were used or deployed. Business Partner will invoice you and you agree to pay for the additional Units. If you purchase Red Hat Products through a marketplace, you agree that information relating to your use of Red Hat Products may be shared with Red Hat Affiliates (including IBM) or the applicable Business Partner for billing and metering purposes. . . Notwithstanding the foregoing, nothing in this section prevents the Government from disputing any invoice in accordance with the Contract Disputes Act.

4. Termination

- 4.1 Termination.** Termination shall be governed by FAR 52.212-4(l) *Termination for the Government's convenience* or FAR 52.212-4(m) *Termination for cause*, as appropriate. Without prejudice to any other right or remedy of Red Hat and consistent with FAR 52.212-4(l) *Termination for the Government's convenience* or FAR 52.212-4(m) *Termination for cause*, in the event of termination, Client will pay for all Services provided up to the effective date of termination.
- 4.2 Effect of Termination; Survival.** The termination or suspension of an individual Business Partner order will not terminate or suspend any other Business Partner order or the remainder of the Agreement unless specified in the notice of termination or suspension. If the Agreement is terminated in whole, all outstanding Business Partner order(s) and Services will terminate. If this Agreement or any Business Partner order is terminated, you agree to pay for all Units that you used or deployed or that were provided by Red Hat up to the effective date of termination. Sections 1.2, 3, 4.2, 5.2, 5.3, 8 (to the extent set forth therein), 9,10 (to the extent set forth therein) and 11-14 will survive the termination of this Agreement.

5. Representations and Warranties

- 5.1** Red Hat represents and warrants that (a) it has the authority to enter into this Agreement, (b) the Services will be performed in a professional and workmanlike manner by qualified personnel, (c) to its knowledge, the Software does not, at the time of delivery to you, include malicious mechanisms or code for the purpose of damaging or corrupting the Software and (d) the Services will comply in all material respects with laws applicable to Red Hat as the provider of the Services. Client represents and warrants that (a) it has the authority to enter into this Agreement, and (b) its use of Red Hat Products will comply with all applicable laws, and it will not use the Red Hat Products for any illegal activity.
- 5.2** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW AND EXCEPT AS EXPRESSLY PROVIDED IN SECTION 5.1, THE RED HAT PRODUCTS ARE PROVIDED "AS IS" AND WITHOUT ANY REPRESENTATIONS OR WARRANTIES EXPRESS OR IMPLIED, AND RED HAT DISCLAIMS ALL SUCH REPRESENTATIONS AND WARRANTIES, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, AND FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTIES IMPLIED BY THE COURSE OF DEALING OR USAGE OF TRADE. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, RED HAT AND ITS SUPPLIERS DO NOT REPRESENT OR WARRANT THAT THE RED HAT PRODUCTS WILL BE UNINTERRUPTED, SECURE, ERROR FREE, ACCURATE, COMPLETE, COMPLY WITH REGULATORY REQUIREMENTS, OR THAT RED HAT WILL CORRECT ALL ERRORS. IN THE EVENT OF A BREACH OF THE WARRANTIES SET FORTH IN SECTION 5.1, YOUR EXCLUSIVE REMEDY, AND RED HAT'S ENTIRE LIABILITY, WILL BE THE RE-PERFORMANCE OR RE-DELIVERY OF THE DEFICIENT RED HAT PRODUCT, OR IF RED HAT CANNOT SUBSTANTIALLY

CORRECT A BREACH IN A COMMERCIALLY REASONABLE MANNER, TERMINATION OF THE RELEVANT RED HAT PRODUCT, IN WHICH CASE YOU MAY RECEIVE A PRO RATA REFUND OF THE FEES PAID FOR THE DEFICIENT RED HAT PRODUCT AS OF THE EFFECTIVE DATE OF TERMINATION.

- 5.3 The Red Hat Products have not been tested in all situations under which they may be used. Red Hat will not be liable for the results obtained through use of the Red Hat Products and you are solely responsible for determining appropriate uses for the Red Hat Products and for all results of such use. In particular, Red Hat Products are not specifically designed, manufactured or intended for use in (a) the design, planning, construction, maintenance, control, or direct operation of nuclear facilities; (b) aircraft control, navigation, or communication systems; (c) weapons systems; (d) direct life support systems; or (e) other similar hazardous environments.

6. **Reserved.**

7. **Red Hat Online Properties.** You may be required to create an account to access Red Hat websites and portals. You will provide accurate information when creating an account. You will not access or create multiple accounts in a manner that is (a) intended to avoid, or has the effect of avoiding, payment of Fees; (b) circumventing thresholds or Unit limitations associated with your account; or (c) intended to violate the Agreement. You are solely responsible for all activities in connection with your account and will notify Red Hat promptly if you become aware of any unauthorized use. Your use and access may also be subject to the Product Appendices applicable to the Red Hat Product.

8. **Confidentiality**

- 8.1 Recipient (a) will not disclose Confidential Information of Discloser to any third party unless Discloser approves the disclosure in writing or the disclosure is otherwise permitted under this Section 8; (b) will use the same degree of care to protect Confidential Information of Discloser as it uses to protect its own confidential information of a similar nature, but in no event less than reasonable care; and (c) may disclose Confidential Information of the Discloser only to its employees, Affiliates, agents and contractors with a need to know, and to its auditors and legal counsel, in each case, who are under a written obligation (or other professional obligation) to keep such information confidential using standards of confidentiality no less restrictive than those required by this Section 8. These obligations will continue for a period of two (2) years following initial disclosure of the particular Confidential Information. A Recipient may disclose Confidential Information if it is required to do so by applicable law, regulation or court order but, where legally permissible and feasible, will provide advance notice to the Discloser to enable the Discloser to seek a protective order or other similar protection if feasible. Confidential Information may be subject to full or partial disclosure under the Freedom of Information Act, 5 U.S.C. 552.
- 8.2 Information is not Confidential Information, if: (a) the information is or becomes publicly available other than as a result of the Recipient's breach of this Agreement, (b) the Recipient, at the time of disclosure, knows or possesses the information without obligation of confidentiality or thereafter obtains the information from a third party not under an obligation of confidentiality; (c) the Recipient independently develops the information without use of the Discloser's Confidential Information, (d) the information is generally known or easily developed by someone with ordinary skills in the business of the Recipient, or (e) the information is licensed under an open source license (as defined by the Open Source Initiative (<https://opensource.org/>)).
- 8.3 Confidential Information that is disclosed prior to termination of this Agreement will remain subject to this Agreement for the period set forth above. Upon written request of the Discloser, the Recipient will promptly return or destroy all Confidential Information, except for Confidential Information stored in routine back-up media not accessible during the ordinary course of business.

9. **Client Information, Feedback, Reservation of Rights, & Review**

- 9.1 **Client Information.** If you provide Client Information in connection with your use of or access to Red Hat Products Red Hat, its Affiliates, and Suppliers may use such Client Information in connection with the Red Hat Products (subject to Section 8 with respect to disclosure of Client Information that constitutes Confidential Information). You represent and warrant that your provision (and Red Hat's use) of Client Information under this Agreement will not require any additional consents or licenses, will comply with applicable law, and will not violate any intellectual property, proprietary, privacy, or other right of any third party. As between Red Hat and you, subject to the rights granted in this Section, you retain all of your rights in and to Client Information. You acknowledge that to provide the Services, it may be necessary for Client Information to be transferred between Red Hat, its Affiliates, Business Partners and Suppliers, which may be located worldwide.
- 9.2 **No Personal Data.** Except with respect to Online Services covered by Product Appendix 4, you agree not to provide to Red Hat personal data subject to the General Data Protection Regulation (the "GDPR") or a similar law requiring a contract governing the processing of personal data between you and Red Hat where Red Hat is acting as a processor (as such term is defined in the GDPR or the applicable law) on behalf of you as part of the Services. In the event of a change where Red Hat will act as a processor of personal data, you will notify Red Hat in advance in writing and the parties shall agree on the terms of a data processing addendum, which will amend this Agreement, as is reasonably required to comply with GDPR and similar data protection laws, if applicable.
- 9.3 **Feedback.** You may be asked to voluntarily provide Red Hat with Feedback in connection with Red Hat Products, but have no obligation to do so. If you choose to do so, Red Hat may use Feedback for any purpose, including incorporating the Feedback into, or using the Feedback to develop and improve Red Hat Products and other Red Hat offerings without attribution or compensation. You grant Red Hat a perpetual and irrevocable license to use all Feedback for any purpose. You agree to provide Feedback to Red Hat only in compliance with applicable laws and you represent that you have the authority to provide the Feedback and that Feedback will not include proprietary information of a third party.
- 9.4 **Reservation of Rights.** Red Hat grants to you only those rights expressly granted in the Agreement with respect to the Red Hat Products and reserves all other rights in and to the Red Hat Products (including all intellectual property rights). Red Hat may collect and use for any purpose aggregate anonymous data about your use of the Red Hat Products. Nothing in this Agreement will limit Red Hat from providing software, materials, or services for itself or other clients, irrespective of the possible similarity of such software, materials or services to those that might be delivered to you. Nothing will prohibit or restrict either party's right to develop, use or market products or services similar to or competitive with the other party; provided, however, that neither party is relieved of its obligations under Section 8 of this Agreement.

- 10 **Review.** During the term of the Agreement and for one (1) year thereafter: (a) If Client's security requirements are met, Red Hat or its designated agent may inspect Client's facilities and records to verify Client's compliance with this Agreement. Any such inspection will take place only

during Client's normal business hours and upon no less than ten (10) days prior written notice from Red Hat. Red Hat will give Client written notice of any non-compliance, including the number of underreported Units of Software or Services ("Notice"); or (b) if Client security requirements are not met and upon Red Hat's request, Client will run a self-assessment with tools provided by and at the direction of Red Hat ("Self-Assessment") to verify Client's compliance with this Agreement and the Business Partner order. Within thirty (30) days from Red Hat's request, Client will finalize the Self-Assessment and provide Red Hat and Business Partner with the results in the form of a written report, including the number of underreported Units of Software or Services, certified by Client's contracting officer or an authorized contracting officer's technical representative ("Report"). In either event, after providing Notice or Report and receipt of an invoice, Client will make payment to Business Partner for the underreported Units of Software or Services. Notwithstanding the foregoing, nothing prevents the Client from disputing any invoice in accordance with the Contract Disputes Act (41 U.S.C. 7107-7109).

11 Limitations

11.3 DISCLAIMER OF DAMAGES. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, NEITHER PARTY, NOR ITS AFFILIATES, WILL BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, SPECIAL, INDIRECT, EXEMPLARY OR PUNITIVE DAMAGES, OR FOR ANY DAMAGES FOR LOST OR DAMAGED DATA, LOST PROFITS, LOST SAVINGS OR BUSINESS OR SERVICE INTERRUPTION, EVEN IF SUCH PARTY WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND REGARDLESS OF THE FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

11.4 LIMITATION OF LIABILITY. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, RED HAT'S AND ITS AFFILIATES' TOTAL AND AGGREGATE LIABILITY WITH RESPECT TO ANY CLAIM ARISING OUT OF OR RELATING TO THIS AGREEMENT WILL NOT EXCEED THE FEES RECEIVED BY RED HAT WITH RESPECT TO THE PARTICULAR RED HAT PRODUCT GIVING RISE TO LIABILITY UNDER THE MOST APPLICABLE ORDERING DOCUMENT DURING THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE FIRST EVENT GIVING RISE TO SUCH CLAIM; PROVIDED THAT IN NO EVENT WILL RED HAT'S AND ITS AFFILIATES' TOTAL CUMULATIVE LIABILITY FOR ALL CLAIMS ARISING OUT OF OR RELATING TO THIS AGREEMENT EXCEED THE FEES RECEIVED BY RED HAT DURING THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE FIRST EVENT GIVING RISE TO LIABILITY UNDER THIS AGREEMENT. THIS LIMITATION APPLIES REGARDLESS OF THE NATURE OF THE CLAIM, WHETHER CONTRACT, TORT (INCLUDING NEGLIGENCE), STATUTE OR OTHER LEGAL THEORY. THESE LIMITATIONS DO NOT LIMIT CLAIMS OF BODILY INJURY (INCLUDING DEATH) AND DAMAGE TO REAL OR TANGIBLE PERSONAL PROPERTY CAUSED BY THE NEGLIGENCE OF RED HAT OR ITS AFFILIATES. THIS CLAUSE SHALL NOT IMPAIR THE US GOVERNMENT'S RIGHT TO RECOVER FOR FRAUD OR CRIMES ARISING OUT OF OR RELATED TO THIS AGREEMENT UNDER ANY FEDERAL FRAUD STATUTE, INCLUDING THE FALSE CLAIMS ACT, 31 U.S.C. 3729-3733.

12 Governing Law and Claims. The validity, interpretation and enforcement of this Agreement, including end user license agreements for Software, will be governed by and construed in accordance with the laws of the United States of America without giving effect to the conflict of laws provision thereof or the United Nations Convention on Contracts for the International Sale of Goods. This Agreement is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. 7101-7109). Failure of the parties to reach agreement on any request for equitable adjustment, claim, appeal, or action arising under or relating to this Agreement shall be a dispute to be resolved in accordance with the clause at FAR 52.212-4(d) *Disputes*, which is incorporated herein by reference. In the event the Uniform Computer Information Transactions Act (UCITA) or any similar federal or state law or regulations are enacted, it will not apply to this Agreement, and the governing law will remain as if such law or regulation had not been enacted.

13 Miscellaneous

13.3 Export. Red Hat may supply you with Controlled Materials. You agree to comply with all applicable export and import laws or regulations, including any local laws in your jurisdiction concerning your right to import, export or use Controlled Materials and agree that Red Hat is not responsible for your compliance. In addition, you will not, and will not allow third parties under your control, (i) to provide Red Hat with Client Information that requires an export license under applicable export control laws or (ii) to process or store any Client Information that is subject to the ITAR. You acknowledge that to provide the Services, it may be necessary for Client Information to be transferred between Red Hat, its Affiliates, Business Partners, vendors and/or subcontractors, which may be located worldwide.

13.4 Notices. Notices must be in English, in writing, and will be deemed given upon receipt, after being sent using a method that provides for positive confirmation of delivery, including through an automated receipt or by electronic log, to the address(es) or email address provided by you. Any notice from you to Red Hat must include a copy sent to: Red Hat, Inc., Attention: General Counsel, 100 East Davie Street, Raleigh, North Carolina 27601; Email: legal-notices@redhat.com. Billing notices to you will be addressed to the billing contact designated by you.

13.5 Assignment. Assignments are subject to FAR 52.232-23 *Assignment of Claims* and FAR 42.12 *Novation and Change-of-Name Agreements*.

13.6 Waiver. A waiver by a party under this Agreement is only valid if in writing and signed by an authorized representative of such party. A delay or failure of a party to exercise any rights under this Agreement will not constitute or be deemed a waiver or forfeiture of such rights.

13.7 Independent Contractors. The parties are independent contractors and nothing in the Agreement creates an employment, partnership or agency relationship between the parties or any Affiliate. Each party, including Client, is solely responsible for supervision, control and payment of its personnel. Red Hat may subcontract Services to third parties or Affiliates as long as (a) subcontractors agree to protect Confidential Information and (b) Red Hat remains responsible to you for performance of its obligations.

13.8 Third Party Beneficiaries. The Agreement is binding on the parties to the Agreement and, other than as expressly provided in the Agreement, nothing in this Agreement grants any other person or entity any right, benefit or remedy.

13.9 Force Majeure. Except as may be otherwise provided herein, this Agreement is subject to FAR 52.212-4(f) *Excusable delays*.

13.10 Complete Agreement and Order of Precedence. The Agreement represents the complete agreement between the parties with respect to its subject matter and supersedes all prior and contemporaneous agreements and proposals, whether written or oral, with respect to such subject matter. Changes to the Agreement must be in accordance with FAR 52.212-4 (c) *Changes*. Any terms contained in any other documentation that you deliver to Red Hat, including any purchase order or other order-related document, are void and will not become part of the Agreement or otherwise bind the parties. If there is a conflict between the General Terms, the Product Appendices and/or a Business Partner order, the General Terms will control unless otherwise expressly provided in the Product Appendices or the Business Partner order.

- 13.11 Counterparts.** The Agreement may be executed in counterparts, each of which will be deemed an original and all of which will constitute one and the same document. The parties may exchange signature pages by email or electronic signature process and such signatures will be effective to bind the parties to the Agreement.
- 13.12 Severable.** If any provision of the
- 13.13** Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, the remaining provisions of this Agreement will remain in effect to the greatest extent permitted by law.
- 13.14 United States Government End Users.** The Software and its documentation are "Commercial items," "Commercial computer software" and "Computer software documentation" as defined by the Federal Acquisition Regulations ("FAR") and Defense Federal Acquisition Regulations Supplement ("DFARS"). Pursuant to FAR 12.211, FAR 12.212, DFARS, 227.7202-1 through 227.7202-4, and their successors, the Client acquires the Software and its documentation subject to the terms of this Agreement.
- 13.15 Section 508.** Red Hat's Voluntary Product Accessibility Templates (VPATs) are set forth at: <https://access.redhat.com/articles/2918071#section-508-8>. Red Hat Products are provided "as is" and any representations concerning accessibility features are made only to the extent documented within the VPAT, inclusive of any deviations, notes, and other comments within the VPAT. If no VPAT is available for a particular Red Hat Product, then Red Hat makes no representations regarding the accessibility of the Red Hat Product. Any statement regarding the accessibility features of Red Hat Products made elsewhere, whether pursuant to Section 508 or any other accessibility standards, is invalid and unenforceable.

14 Definitions

- 14.3 "Affiliate"** means an entity that owns or controls, is owned or controlled by, or is under common control or ownership with a party, where "control" is the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of an entity, whether through ownership of voting securities, by contract or otherwise.
- 14.4 "Agreement"** is defined in Section 1.2.
- 14.5 "Business Partner"** means a cloud provider, distributor, reseller, OEM or other third party authorized to resell or distribute Red Hat Products.
- 14.6 "Business Partner order"** means a commercial item Client order for a Red Hat Product placed through a Business Partner.
- 14.7 "Client" or "you"** means the US Government entity acquiring the right to use or access the Red Hat Products that placed a Business Partner order and which is a party to this Agreement. Unless otherwise expressly indicated herein or in the Business Partner order, Client only includes Client's subordinate affiliates and does not include Client's parent affiliates, superior commands, or any other entities.
- 14.8 "Client Information"** means any data, information, software or other materials that you provide to Red Hat under the Agreement.
- 14.9 "Confidential Information"** means information disclosed by the Discloser to the Recipient during the term of the Agreement that (a) is marked confidential; (b) if disclosed orally, is clearly described as confidential at the time of disclosure and is subsequently set forth in writing, marked confidential, and sent to the Recipient within thirty (30) days following the oral disclosure; or (c) is of a nature that the Recipient knows is confidential to the Discloser or should reasonably be expected to know is confidential.
- 14.10 "Controlled Materials"** means software or technical information that is subject to the United States Export Administration Regulations.
- 14.11 "Effective Date"** means earliest of (a) the date of the last signature on this Agreement or the Business Partner order, (b) your online acceptance of the Agreement; (c) when you first receive access to a Red Hat Product.
- 14.12 "Feedback"** means any ideas, suggestions, proposals or other feedback you may provide regarding Red Hat Products.
- 14.13 "Fees"** means the amounts paid or to be paid by Client to a Business Partner for Red Hat Products.
- 14.14 "General Terms"** means the terms contained in Sections 1 – 14 of this document.
- 14.15 "Online Services"** means Red Hat branded cloud or hosted services offerings.
- 14.16 RESERVED**
- 14.17 "Product Appendices"** means (a) the Red Hat Product Appendices set forth here: <https://www.redhat.com/en/about/agreements#prodapps> as such appendices may be updated by Red Hat from time to time; or (b) for Professional Services, that are incorporated into an applicable statement of work.
- 14.18 "Professional Services"** means consulting services provided by Red Hat.
- 14.19 Recipient** is the party receiving Confidential Information under this Agreement
- 14.20 "Red Hat Products"** means Software, Services, and other Red Hat branded offerings made available by Red Hat.
- 14.21 "Service(s)"** means Red Hat branded services offered as Subscriptions, Professional Services, Training Services, Online Services or other services offered by Red Hat.
- 14.22 "Services Term"** means the period during which you are entitled by Red Hat to use, receive access or consume a particular Red Hat Product pursuant to a Business Partner order.
- 14.23 "Software"** means Red Hat branded software that is included in Red Hat Product offerings.
- 14.24 "Subscription"** means a time bound Red Hat Product offering.
- 14.25 "Supplier"** means a third party that provides services to Red Hat in order for Red Hat to offer Services to its customers and/or Business Partners.
- 14.26 RESERVED**
- 14.27 "Training Services"** means access to Red Hat training courses, including online courses or courses provided at a site as may be agreed by the parties.
- 14.28 "Unit"** means the basis upon which Fees are determined for Red Hat Products as set forth in Product Appendices or a Business Partner order.
- 14.29 "Your Products"** means the Red Hat Products that you have purchased, licensed, or otherwise acquired the right to access or use.

PRODUCT APPENDIX 1 SOFTWARE AND SUPPORT SUBSCRIPTIONS



This Product Appendix (including the attached Exhibits) governs your use of Software Subscriptions and Support Subscriptions. This Product Appendix does not apply to Red Hat managed, hosted or on-line subscription offerings. When we use a capitalized term without defining it in this Product Appendix, the term has the meaning defined in, either the Red Hat Enterprise Agreement set forth at <http://www.redhat.com/agreements> or, if applicable, a mutually signed agreement between Client and Red Hat. In the event of a conflict, inconsistency or difference between this Product Appendix and an Exhibit to this Product Appendix, the terms of the Exhibit control.

Red Hat may modify this Product Appendix by posting a revised version at <http://www.redhat.com/agreements>, or by providing notice using other reasonable means. If you do not agree to the revised version then, (a) the existing Product Appendix will continue to apply to Red Hat Products you have purchased as of the date of the update for the remainder of the then-current Subscription term; and (b) the revised version will apply to any new purchases or renewals of Red Hat Products made after the effective date of the revised version.

This Product Appendix does not apply to generally available open source projects such as www.wildfly.org, www.fedoraproject.org, www.openstack.redhat.com, www.gluster.org, www.centos.org, okd.io, [Ansible Project Software](http://www.ansible.com) or other community projects.

1. Subscription Services

- 1.1 **Unit Definitions.** Fees for Subscription Services are determined by counting the Units and metrics associated with the applicable Red Hat Product. Table 1.1 below defines the various Units that are used to measure your use of Software Subscriptions. The specific Units that apply to the various Software Subscriptions are contained in the Order Form(s) applicable to your purchases and in the Exhibit(s).

Table 1.1

Unit	Software Subscription Unit Definitions
Certificate	a file that identifies the holder and enables the secure exchange of information that is generated or managed by the Software.
Cluster	a group of connected computing resources or devices intended to work together.
Core	a physical processing core located in a CPU or a virtual processing core within a virtual machine or supporting a container, in each case, that contains or executes the Software.
Core Band	a group of processing Cores (e.g. 2, 4, 16 or 64).
CPU	a central processing unit in a computer system.
Customer User	your and your Affiliates' third party end users with access to the Software.
Deployment	means an installation of a single Quay Enterprise registry using a single shared data store.
Employee User	your and your Affiliates' employee users acting on your behalf (including your independent contractors and those of your Affiliates) who are able to access the Software.
Full Time Equivalent or FTE	the sum of (a) the total number of full time faculty plus one third of the part time faculty and (b) the total number of full time staff plus one half of the part time staff.
GB of RAM	a gigabyte of processing memory that contains or executes the Software.
Peripheral Board	an acceleration or expansion board with a processing unit which contains or executes all or a portion of the Software.
Managed Node	each and every Node managed by the Software. "Node" means a Virtual Node, Physical Node, device or other instance of software.
Module	use of the Software to manage one System, Virtual Node or Physical Node.
Physical Node	a physical system which contains or executes all or a portion of the Software including, without limitation, a server, work station, laptop, blade or other physical system, as applicable.
Power IFL (Integrated Facility for Linux) including PowerVM	a processor core on an IBM Power system that is activated and contains or executes all or a portion of the Software.
Socket	a socket occupied by a CPU.
Socket-pair	up to two Sockets.
Storage Band	an amount of Storage (measured in terabytes "TB" and/or petabytes "PB"), where "Storage" is the total (absolute) capacity of storage available to each instance of the Software.
System	a system which contains or executes all or a portion of the Software including, without limitation, a server, work station, laptop, virtual machine, container, blade, node, partition, appliance or engine, as applicable.
System on a Chip or SOC(s)	a single integrated circuit that includes the major components of a computer and is generally recognized as a system on a chip.
System z IFL (Integrated Facility for Linux)	a mainframe CPU that is activated and contains or executes all or a portion of the Software.
vCPU	a CPU, in whole or in part, which is assigned to a virtual machine or container which contains or executes all or a portion of the Software.
Virtual Node or Virtual Guest	an instance of the Software executed, in whole or in part, on a virtual machine or in a container.

1.2 Use of Subscription Services.

- (a) **Basis of the Fees.** While you have Subscriptions entitling you to receive Subscription Services for a Red Hat Product, you are required to purchase the applicable Software Subscriptions and Support Subscriptions in a quantity equal to the total number and capacity of Units of that Red Hat Product from the commencement of your use or deployment of such Red Hat Product(s). For Add-On Subscriptions, you must purchase a quantity equal to the total number and capacity of Units that receive the associated Subscription Services. For purposes of counting Units, Units include (a) non-Red Hat Products if you are using Subscription Services to support or maintain such non-Red Hat Products and (b) versions or copies of the Software with the Red Hat trademark(s) and/or logo file(s) removed. The fees are for Subscription Services; there are no fees associated with the Red Hat Software licenses. An instance of a Red Hat Universal Base Image by itself (e.g., not combined or used with Red Hat Products) is not considered a Unit unless such instance receives or uses Subscription Services.
- (b) **Supported Use Cases.** Subscription Services are provided for a Red Hat Product only when the Software is used for Supported Use Cases as described in the table below and the Exhibits to this Product Appendix. The Supported Use Cases associated with a Red Hat Product also determine the type of Subscription that is required. If your use of any aspect of the Subscription Services is contrary to or conflicts with a Supported Use Case, you are responsible for purchasing the appropriate Subscriptions to cover such usage. For example, if you are using a Red Hat Enterprise Linux Desktop Subscription on a System that is a server, you are obligated to purchase Red Hat Enterprise Linux Server Subscription Services.

Table 1.2(b): Supported Use Cases

Use Case Name	Supported Use Case	Hardware Capacity Limitations and Examples
Edge Server	Supported only for server class hardware used for distributed computing, excluding deployments in a data center, purpose built hosting facility or public cloud.	Physical and virtual server class instances, typically connected to data sources from endpoints or gateways and optionally connected to cloud and data center resources. Server class hardware and systems with up to 1-2 physical sockets, more than 8 cores per socket, over 32G of memory.
Edge Gateway	Supported only for non-server class hardware used for distributed computing, typically connecting to endpoint systems and devices to aggregate them. Gateways provide a secure bi-directional interconnect between the IT enterprise datacenter and to the individual endpoint devices via one or multiple cloud- cellular- LAN or WiFi connections. Excludes deployments in a data center, purpose built hosting facility or public cloud.	Devices include non-server hardware such as the Intel NUC with mobile or desktop class processors, Intel Celeron & i3 - i7 CPUs.
Edge Endpoint	Supported for non-server class hardware at the endpoint with lightweight, low cost, single purpose devices such as systems on chip or module, connecting internet of things ("IoT") and other sensor and data gathering systems. Excludes deployments in a data center, purpose built hosting facility or public cloud.	Devices include single purpose system on chip ("SoC"), system on module ("SoM") boards, Atom class processors directly receiving input from a data generating source(s) including human interfacing devices such as kiosks and retail POS devices.
Disaster Recovery	Supported only on Systems or Physical Nodes used intermittently for disaster recovery purposes such as systems receiving periodic backups of data from production servers, provided those disaster recovery systems have the same Service Levels (as set forth in the Subscription Appendix, Section 2.4(d)) and configurations (e.g. Socket-pairs, Virtual Guests, Cores). The Disaster Recovery Use Case does not include the execution of active workloads.	Not applicable.
Backup and Archival	Supported only for Software used for backup or archival purposes.	Off-line storage devices.
Developer Support for Teams	Solely to support the Software contained in the Red Hat Developer Support for Teams Subscription for Development Use.	Not applicable.
AI/ML	Solely to support applications that (a) include or access a data warehouse and (b) use techniques which learn or create logic by analyzing large data sets.	Not applicable.
Migration	Supported for temporary scenarios where Client is (a) transitioning from an unsupported technology to a standard Red Hat Product, or (b) upgrading from one version of a Red Hat Product to a newer version of a Red Hat Product.	Not applicable.
Add-on Subscriptions	Supported only on active Standard and Premium level base Subscriptions (e.g. Red Hat Enterprise Linux Server Software Subscriptions and Red Hat OpenShift Container Platform).	Not applicable.
Academic	Supported only for use by qualified academic institutions for teaching and learning purposes that consist of (a) faculty, staff, or student laptops or desktops for personal and academic use, (b) computer labs available to faculty, staff, and students for general education use, (c) classroom desktops, (d) laboratories for technical and research use and/or (e) laboratories for software development use. Red Hat Enterprise Linux – Academic Edition is not supported when used for any purpose other than as described in (a) – (e) above. Qualified academic institutions must be	Minimum of one thousand (1,000) FTEs

	<p>accredited by a national accreditation agency (e.g. the United States accreditation is located at http://ope.ed.gov/accreditation/Search.aspx).</p> <p>Note: When you use Red Hat Enterprise Linux – Academic Edition for non-qualified academic purposes as described above, standard Red Hat Enterprise Linux subscription rates apply.</p>	
High Performance Computing (HPC)	<p>Supported only for high performance computing (“HPC”) that consists of a Cluster with all of the following characteristics: (a) the Cluster is used for compute-intensive distributed tasks sent to individual compute nodes within the Cluster, (b) the Cluster works as a single entity or system on specific tasks by performing compute-intensive operations on sets of data (Systems running a database, web application, load balancing or file serving Clusters are not considered HPC nodes), (c) the number of management or head nodes does not exceed one quarter of the total number of nodes in the Cluster and (d) all compute nodes in the Cluster have the same Red Hat Enterprise Linux configuration. When Red Hat Enterprise Linux for HPC Head Nodes (an optional Software Subscription for management of compute nodes) is combined with Red Hat Enterprise Linux for HPC Compute Nodes Software Subscriptions for the compute nodes in the same Cluster, the compute node inherits the Service Level (as set forth in Section 2.3(d) of the Product Appendix) of the Head Node.</p>	Minimum of four (4) Physical Nodes per Cluster
Grid	<p>Supported only in a compute Grid where a “Grid” means a Cluster with the following characteristics: (a) all the nodes in the Cluster have the same Red Hat Enterprise Linux configuration, (b) the Cluster is running a single application or is controlled by a single job scheduler, (c) the workloads are sent to the Cluster by a job scheduler, (d) the workloads are maintained in a single distributed application across the Cluster, (e) the workloads are non-interactive, and (f) the production outage of the Cluster is defined as 30% of the nodes in Cluster being unable to run the workload. This Supported Use Case does not include nodes running databases, web applications, load balancing, or file services.</p>	Minimum of fifty (50) Socket-pairs per Cluster

- (c) **Development and Production Uses.** This Section 1.2(c) describes four types of Activities (Demonstration Activities; Individual Coding and Testing Activities; Multi-User Development, Test and Integration Activities; and Deployment Activities). As described in Table 1.2(c), each of the Activities is categorized as either a Development Use or a Production Use, based on the Red Hat Product to which the Activities are associated. “**Development Use**” consists of the Activities set forth in Table 1.2(c) below based on the Red Hat Product lines; and also includes creating software that functions as an extension to or an integration with a Red Hat Product (e.g. OpenShift operator or Ansible integrations). “**Production Use**” consists of those Activities identified as Production set forth in the Table below and any use other than for Development Use. These defined terms are used in numerous Red Hat Product Use Cases in the attached Exhibits. Notwithstanding anything to the contrary, Development Use and Production Use both exclude Unauthorized Subscription Services Uses (defined in Section 1.2(g) below).

Table 1.2(c): Development and Production Uses

Red Hat Product line	Development Use vs Production Use			
	Demonstration Activities	Individual Coding and Testing Activities	Multi-User Development, -Test and Integration Activities	Deployment Activities
Red Hat Enterprise Linux and associated products (Exhibit 1.A)	Development Use	Development Use	Development Use	Production Use
All other Red Hat Products (Exhibits 1.B, 1.C, and 1.D)	Development Use	Development Use	Production Use	Production Use

- (d) **Support Levels.** You agree not to use Software Subscriptions with support service levels, such as Standard and/or Premium, (as described in Section 2.4(c) below) higher than the support levels (e.g. Self-support and/or Standard) you have purchased. For example, Clusters of systems all require the highest level support for that given Cluster.
- (e) **Transferring Subscriptions.** You may transfer, migrate or otherwise move Software Subscriptions provided you are accountable for the number and types of Units associated with the Software Subscriptions.
- (f) **Scope of Use of Subscription Services.** The Agreement (including pricing) is premised on the understanding that you will use Subscription Services only for your internal use (which may include Affiliates). Your internal use may include running a web site and/or offering your own software as a service, provided that such use (a) does not include a distribution, sale or resale of any of the Subscription Services and (b) provides as the primary component of the web site or service a material value added application other than the Subscription Services. However, providing the Subscription Services to, or using them for the benefit of, a third party (for example, using Subscription Services to provide hosting services, managed services, Internet service provider (ISP) services, or third party access to or use of the Subscription Services) is a material breach of the Agreement. Subscription Services may be used by third parties acting on your behalf, such as contractors or outsourcing vendors provided. You (i) are fully responsible for the activities and omissions of the third parties acting on your behalf and (ii) in the case of a migration to a third party cloud or hosting provider, are qualified for and comply with the terms of the Red Hat Cloud Access program as set forth in Section 3 below.
- (g) **Unauthorized Use of Subscription Services.** Any unauthorized use of the Subscription Services is a material breach of the Agreement. Unauthorized use of the Subscription Services includes: (a) only purchasing or renewing Subscription Services based on some of the total number of Units, (b) splitting or applying one Software Subscription to two or more Units, (c) providing Subscription Services (in whole or in part) to third parties, (d) using Subscription Services in connection with any redistribution of Software or (e) using Subscription Services to support or maintain any non-Red Hat Software products without purchasing Subscription Services for each such instance (collectively, “**Unauthorized Subscription Services Uses**”).

- 1.3 Subscription Start Date.** Unless otherwise agreed in an Order Form, Subscription Services will begin on the earlier of the date you purchase or first use the Subscription Services.
- 1.4 End User and Open Source License Agreements.** The Red Hat Software is governed by the End User License Agreements (“EULAs”) set forth at www.redhat.com/agreements. Software Subscriptions and Subscription Services are term-based and will expire if not renewed. This Agreement establishes the rights and obligations associated with Subscription Services and is not intended to limit your rights to software code under the terms of an open source license.
- 1.5 Red Hat Software Subscription Bundles.** Red Hat offers combinations of Software Subscriptions with complementary feature sets and price discounts (“**Bundle(s)**”). The basis of the fees for these Bundles is the combined use of such Software Subscriptions on a single Unit. When any of the combined Software Subscriptions are used independently from the Bundle, the fees for such independent usage will be Red Hat’s standard fees associated with the Unit for the particular Software Subscription.
- 1.6 Usage Related Information.** As part of the Subscription Services, information related to use of the Software may be transmitted to Red Hat. That information may be used for purposes of providing support and upgrades, optimizing performance or configuration, minimizing service impacts, identifying and remediating threats, troubleshooting, improving the offerings and user experience, responding to issues and for billing purposes pursuant to the Agreement. Additional details related to the type of information collected and the methods by which you may opt out of the data collection are provided in the specific Red Hat Product documentation.

2. Subscription Service Support Terms

- 2.1 Trials and Evaluations.** Red Hat may offer Trial and/or Evaluation Subscriptions for trial or evaluation purposes and not for Production Use. Trial or Evaluation Subscriptions may be provided with limited or no support and/or subject to other limitations. If you use the Trial or Evaluation Subscription(s) for any purpose other than trial or evaluation, you are in violation of this Agreement and are required to pay the applicable subscription fees for such use in accordance with Section 1 above, in addition to any and all other remedies available to Red Hat.
- 2.2 Developer Subscriptions.** Red Hat may offer Developer Subscriptions for Development Use and not for Production Use. Developer Subscriptions may be provided with limited or no support and/or subject to other limitations. If you use the Developer Subscription(s) for any purpose other than Development Use, you are in violation of this Agreement and are required to pay the applicable subscription fees for such use in accordance with Section 1 above, in addition to any and all other remedies available to Red Hat.
- 2.2.1 Red Hat Developer Subscription for Teams.** Red Hat Developer Subscription for Teams provides access to Software for numerous Red Hat Products (excluding Red Hat OpenShift Container Platform), on a self-supported basis only for Development Use on up to 25,000 Physical or Virtual Nodes. You may purchase Support Add-ons for certain Red Hat Products contained in the Red Hat Developer Subscription for Teams. If you provide Red Hat with personal information in the form of a list(s) to create accounts on a batch or bulk basis, you represent to Red Hat that you have the required consents of the individuals on such lists to be added to the appropriate Red Hat systems.
- 2.3 Support from a Business Partner.** If you purchase Software Subscriptions that include support provided by an authorized Red Hat Business Partner (not by Red Hat) then Section 2.4 does not apply to you and you should work with your Business Partner to obtain support services. Section 2.4 only applies if you have purchased Software Subscriptions with Support provided by Red Hat.
- 2.4 Support from Red Hat.**
- (a) **Development Support.** Certain Software Subscriptions include Development Support. “**Development Support**” consists of assistance with architecture, design, development, prototyping, installation, usage, problem diagnosis and bug fixes, in each case, for the applicable Software when used for Development Use. Requests for deployment and maintenance assistance and/or assistance for Production Use are not included within the scope of Development Support, but may be available on a consulting basis under the terms of a separate agreement.
 - (b) **Production Support.** Certain Software Subscriptions include Production Support. “**Production Support**” consists of assistance with installation, application testing, usage, problem diagnosis and bug fixes, in each case, for the applicable Software when used for Production Use. Production Support does not include assistance with (i) code development, system design, network design, architectural design, optimizations, tuning recommendations, development or implementation of security rules or policies, (ii) third party software made available with Red Hat Software, (iii) software on the supplementary, optional or Extra Packages for Enterprise Linux (“**EPEL**”) channels or (iv) preview technologies.
 - (c) **Support Coverage.** Support is provided in the English language but may be available in other languages based on available resources. Red Hat does not provide support for (a) any underlying infrastructure or for any third party products; (b) Software that (i) you (or a third party) have modified or recompiled, (ii) is running on hardware or platforms that are not Supported Configurations or (iii) is not running in its Supported Use Case. You are responsible for testing the Software before deploying it in your environment, backing up your systems on a regular basis and having those backups available if needed for support purposes. Except as otherwise expressly stated, Support does not include data migration or data recovery support. Unless otherwise agreed in writing, Support does not include remote access by Red Hat personnel to your network and/or systems.
 - (d) **Service Level Guidelines.** Red Hat will use commercially reasonable efforts to provide Support at one or more of the following support levels, depending on the Red Hat Product: Self-support (limited offering), Standard or Premium, as set forth at <https://access.redhat.com/support/offerings/production/sla>.
 - (e) **Obtaining Support.** To receive Support, you must provide Red Hat with sufficient information to validate your entitlement to the relevant Support. Certain Support is provided only during Red Hat’s local standard business hours. You may contact Red Hat through your designated Support Contacts. You may designate up to the number of contacts described at <https://access.redhat.com/support/offerings/production/contacts>.

- 2.5 Software Subscription Lifecycle.** During the life cycle of Software, the scope of Software Maintenance and Support evolves and, after a number of years, we discontinue Software Maintenance and Support for older versions of Software. The life cycle for Software Maintenance and Production is described at https://access.redhat.com/support/policy/update_policies.html and in applicable Exhibit(s). For certain versions of Software, you may purchase Extended Update Support ("EUS") and/or Extended Life Cycle Support ("ELS") Add-On Subscription(s) to extend your Subscription Services as further described at <https://access.redhat.com/support/policy/updates/errata/>.

3. Cloud Access: Deploying Software Subscriptions in a Public Cloud

- 3.1 Enabling Eligible Subscriptions for use in a Public Cloud.** You may deploy Red Hat Software Subscriptions in a Vendor's Cloud under the Cloud Access program if you have a sufficient number of Software Subscriptions, provided such Software Subscriptions do not have Units that are solely based on physical attributes as further described at the Red Hat Subscription Management Customer Portal (<https://access.redhat.com/management/cloud>). The deployment of Software Subscription(s) for use in a Vendor's Cloud does not change the start date or the duration of the original Software Subscription(s). This means that when your Software Subscription expires, your access to the Software Subscription deployed in the Vendor's Cloud will cease, unless renewed.
- 3.2 Cloud Usage Reporting.** You consent to a Vendor reporting to Red Hat your usage of Red Hat Software Subscriptions in the Vendor's Cloud.
- 3.3 Public Cloud Terms of Service.** Through the Cloud Access program, you may obtain access to Software images and/or updates to the Software, if and when available, either (a) via new images obtained from the Vendor's Cloud or (b) from a Red Hat Portal. Certain information (such as Software related notices) may only be available to you via the Red Hat Portal. Payments to Red Hat for Software Subscriptions do not include any fees that may be due to the Vendor for the Vendor's Cloud services. Red Hat is not a party to your agreement with the Vendor and is not responsible for providing access to the Vendor's Cloud or performing any other obligations of the Vendor. The Vendor is solely responsible and liable for the Vendor's Cloud. Red Hat may have a support relationship with the Vendor that enables Red Hat and the Vendor to collaborate and you consent to Red Hat and the Vendor sharing information for the purpose of providing Services including your Software Subscriptions and related Support. Red Hat will provide Support to you for each Eligible Subscription pursuant to this Agreement. Certain software components or functionality of the Software contained in the original Software Subscription (or Add-on Subscription) may not be available or supported when used in the Vendor's Cloud.
- 3.4 Vendor Specific Services.** Vendors may offer other services, offerings or commitments related to their Clouds, which may include the provision of services by US only personnel, compliance with various legal regimes or other Vendor Cloud specific obligations. Notwithstanding what may be offered by a Vendor, the Software Subscriptions are not provided subject to the terms of those Vendor offerings, and any Vendor offerings solely related to the Cloud itself and not to the Software Subscriptions operated on the Cloud. As between Red Hat and you, you are solely responsible for complying with any applicable export laws or regulations related to your use of the Software Subscriptions and you agree not to transmit information, data or technology governed by the International Traffic in Arms Regulations to Red Hat in the course of your use of the Software Subscriptions.
- 3.5 Vendor Termination.** Red Hat may terminate the availability of a particular Vendor that offers Cloud Access with sixty (60) day notice, provided you may continue to use any Software Subscription for the remainder of the term of the Software Subscription on another Vendor's Cloud or on your premises under the terms of this Agreement.

4. Definitions

"**Add-On Subscriptions**" are optional Software Subscriptions that may be purchased in addition to the base Software Subscription (e.g. a Red Hat Enterprise Linux Software Subscription).

"**Cloud**" means a Vendor's hosted computing infrastructure that provides systems, virtual machines or container hosts to end users.

"**Cloud Access**" is the Red Hat program terms when using Eligible Subscriptions in a Vendor's Cloud as set forth in Section 3.

"**Demonstration Activities**" means deploying some or all of the Software with other software or hardware solely for the purpose of illustrating its capabilities excluding use in staging and acceptance testing environments and revenue generating deployments such as paid proof of concepts.

"**Deployment Activities**" means using the Software (a) in a production environment, (b) with live data and/or applications for any reason except Development Use and/or (c) for backup instances, whether cold or hot backup.

"**Eligible Subscriptions**" means certain Software Subscriptions that meet the criteria for Cloud Access set forth at www.redhat.com/solutions/cloud/access.

"**Evaluation Subscriptions**" and/or "**Trial Subscriptions**" means Red Hat Products offered without charge solely for evaluation and not for Production Use or Development Use, including offerings described as evaluation, trial, preview or beta.

"**Individual Coding and Testing Activities**" means an individual working independently (with their own installation of Red Hat Software) to develop other software and/or perform prototyping or quality assurance testing, excluding any form of automated testing, multi-user testing and/or multi-client testing.

"**Multi-User Development, Test and Integration Activities**" means deploying the user-space (non-kernel) Software components, container images or products packaged as container images, solely for the purposes of multi-user software development, build, continuous integration environment and testing, including automated testing, multi-user testing and/or multi-client testing of such Software.

"**Red Hat Portal**" means a Red Hat hosted delivery portal, such as Red Hat Customer Portal, Red Hat Container Registry, cloud.redhat.com and/or Red Hat Update Infrastructure ("RHUI") that provides Software Access and/or Software Maintenance.

"**Red Hat Products**" means Software, Services, and other Red Hat branded offerings made available by Red Hat.

"**Red Hat Universal Base Image(s)**" means a certain subset of Red Hat Enterprise Linux user space (non-kernel) software components and supporting container software provided by Red Hat via Red Hat Universal Base Image repositories.

"**Software**" means Red Hat branded software that is made available in a Red Hat Product.

"**Software Access**" means access to various Software versions if and when available.

"**Software Maintenance**" means access to updates, upgrades, corrections, security advisories and bug fixes for Software, if and when available.

"**Software Subscription**" means a Subscription that contains Software Access, Software Maintenance and Support.

"**Standard Business Hours**" are listed at <https://access.redhat.com/support/contact/technicalSupport.html>.

"**Subscription**" means a time bound offering, other than professional services.

"**Subscription Services**" means Red Hat offerings consisting of Software Access, Software Maintenance, Support and any other services

associated with and during the term of a Subscription.

"Support" means access to Red Hat support for issues relating to Software as described in Product Appendix 1.

"Supported Configuration(s)" means the supported Red Hat Product hardware and platform configurations that are listed at <https://access.redhat.com/supported-configurations>.

"Support Contact(s)" is a person authorized by you to open support requests and/or contact Red Hat support personnel.

"Support Subscriptions" means a Subscription that contains a specialized Support offering that is supplemental to Support provided in a Software Subscription.

"Supported Use Case" means the manner and/or environment in which a particular Subscription(s) is used and supported as further defined in an applicable Exhibit.

"Vendor" means the Red Hat authorized third party from whom you purchase Cloud services and who is authorized by Red Hat to participate in this Cloud Access program.

EXHIBIT 1.A RED HAT ENTERPRISE LINUX AND RELATED SOFTWARE SUBSCRIPTIONS



This Exhibit 1.A. to Product Appendix 1 governs your use of the Software Subscriptions described below.

1. Unit of Measure and Purchasing Requirements for Red Hat Enterprise Linux Server, Red Hat Virtualization and Red Hat OpenStack Platform

Table 1 sets forth the support level, Units of measure, capacity limitations, and stacking capabilities for various Red Hat Enterprise Linux Server, Red Hat Virtualization and Red Hat OpenStack Platform Software Subscriptions.

Table 1

Software Subscription	Unit of Measure	Capacity		Supported Use Case
		Socket(s) or SOC(s)	Virtual Nodes	
Red Hat Enterprise Linux Server (Physical or Virtual Nodes)	Physical Node or Virtual Nodes	Socket-pair for each Physical Node or 2 Virtual Nodes		Supported only for server computing on Supported Configurations, including delivery of services to other logical or physical client or server systems and the execution of multi-user applications and each Unit includes a bundled Ansible Engine entitlement to provide configuration capabilities to that Unit of Red Hat Enterprise Linux ("RHEL Use Case"). Any use of Ansible Engine other than the RHEL Use Case requires the purchase of Ansible Automation Platform Subscriptions.
Red Hat Enterprise Linux for SAP Solutions				RHEL Use Case and; supported only on Supported Configurations certified by SAP solely to run SAP's HANA platform, S4 HANA and/or NetWeaver product ("SAP Use Case").
Red Hat Enterprise Linux for Distributed Computing, Edge Server				Edge Supported Use Case (Section 1.2 (b) above) RHEL Use Case
Red Hat Enterprise Linux for Distributed Computing, Endpoint	Physical Node or Virtual Nodes	Single Socket for each Physical Node or 2 Virtual Nodes		Edge Endpoint Supported Use Case (Section 1.2 (b) above) RHEL Use Case
Red Hat Enterprise Linux for Distributed Computing, Gateway				Edge Gateway Use Case (Section 1.2 (b) above) RHEL Use Case
Red Hat Enterprise Linux for Virtual Datacenters (See Note 1 below)	Physical Node	Socket-pair	Unlimited Virtual Nodes running on a Socket-pair	RHEL Use Case
Red Hat Enterprise Linux for Virtual Datacenters for SAP Solutions (see Note 1 below)				RHEL Use Case SAP Use Case
Red Hat Enterprise Linux with Smart Virtualization				RHEL Use Case and supported on physical hardware solely to run and manage virtual instances. The included Red Hat Enterprise Linux Software Subscription is supported solely when used as the host operating system with the Red Hat Virtualization Hypervisor or when used as the guest operating system with virtual machines ("Smart Virtualization Use Case").
Red Hat Enterprise Linux for Power with Smart Virtualization				Smart Virtualization Use Case
Red Hat Enterprise Linux for ARM based NVidia smart NIC				RHEL Use Case running on ARM based peripheral boards.
Red Hat OpenStack Platform	Physical Node	Socket-pair	Unlimited Virtual Nodes running on a Socket-pair	Red Hat Enterprise Linux is supported solely when used as the host operating system for running Red Hat OpenStack Platform or when used as the guest operating system with virtual machines created and managed with Red Hat OpenStack Platform. Red Hat Enterprise Linux is currently the only supported operating system for Red Hat OpenStack Platform. Red Hat CloudForms, Red Hat AMQ and Red Hat OpenShift Container Platform are included and only supported when used to monitor and manage virtual machines created with Red Hat OpenStack Platform ("OSP Use Case").

				RHEL Use Case
Red Hat OpenStack Platform for Atom				Supported only when used on a Physical Node that is a server running an Intel Atom processor. OSP Use Case RHEL Use Case
Red Hat OpenStack Platform for Real Time				Supported only on systems running (a) operating environments identified at www.redhat.com/mrg/hardware as Red Hat Enterprise Linux for Real Time compatible and (b) hardware systems identified as Red Hat Enterprise Linux for Real Time certified at https://hardware.redhat.com will be supported (" Real Time Use Case "). RHEL Use Case
Red Hat OpenStack Platform for Bare Metal Managed Nodes	Physical Node	Socket-pair	None	OSP Use Case
Red Hat Enterprise Linux for Real Time				Real Time Use Case
Red Hat Virtualization	Physical Node	Socket-pair	N/A	Supported on physical hardware solely to support virtual guests. Red Hat Virtualization is designed to run and manage virtual instances and does not support user-space applications. Red Hat Virtualization may be used as a virtual desktop infrastructure solution, however, the Subscription does not come with software or support for the desktop operating system. You must purchase the operating system for each instance of a desktop or server separately. Red Hat Virtualization Manager, a component of Red Hat Virtualization, includes a subscription for Red Hat Enterprise Linux for the purposes of running Red Hat Virtualization Manager. Red Hat Virtualization includes Red Hat JBoss Enterprise Application Platform solely supported to run certain utilities in Red Hat Virtualization (" Virtualization Use Case "). RHEL Use Case
Red Hat Enterprise Linux for ARM				RHEL Use Case running on ARM based systems.
Red Hat Enterprise Linux for Power	Physical Node or Virtual Nodes	Up to 4 processor cores or Socket-pair	N/A	RHEL Use Case running on a Power based system.
Red Hat Enterprise Linux for SAP Solutions for Power				RHEL Use Case and SAP Use Case running on a Power based system.
Red Hat Enterprise Linux for Power with Smart Virtualization	Physical Node	Socket-pair	N/A	RHEL Use Case and; Virtualization Use Case
Red Hat OpenStack Platform for Power				RHEL Use Case and OSP Use Case running on Power based systems.
Red Hat Enterprise Linux for System z				
Red Hat Enterprise Linux for IBM Z and LinuxONE with Comprehensive Add-Ons	System z IFL	N/A	N/A	RHEL Use Case running on IBM System z.
Red Hat Enterprise Linux for SAP Applications for IBM Z and LinuxONE with Comprehensive Add-Ons	System z IFL	N/A	N/A	RHEL and SAP Use Cases running on IBM System z.
Red Hat OpenStack Platform	Physical Node	Socket-pair		OSP Use Case

Red Hat Enterprise Linux with Smart Virtualization			Unlimited Virtual Nodes running on a Socket-pair	RHEL Use Case Virtualization Use Case
Red Hat Enterprise Linux with Smart Virtualization for SAP Applications				RHEL Use Case Virtualization Use Case SAP Use Case
Red Hat Virtualization Suite				Supported only when used on a Physical Node that is a server. Red Hat Enterprise Linux is supported solely when used as the guest operating system with virtual machines created and managed with Red Hat Virtualization. Red Hat CloudForms is included and only supported when used to manage virtual machines created with Red Hat Virtualization Suite. Red Hat Virtualization includes Red Hat JBoss Enterprise Application Platform solely supported to run certain utilities in Red Hat Virtualization (" Virtualization Suite Use Case ").
Red Hat Virtualization Suite for SAP Applications				Virtualization Suite Use Case SAP Use Case
Red Hat Enterprise Linux Academic Site Subscription	Full Time Equivalent (FTE)	1-2 Sockets	1 Virtual Guest	Supported only for use by qualified academic institutions. Qualified academic institutions must (a) be accredited by a national accreditation agency (e.g. the United States accreditation is located at http://ope.ed.gov/accreditation/Search.aspx) and (b) have at least one thousand (1,000) FTEs (" Academic Use Case "). RHEL Use Case
Red Hat Infrastructure for Academic Institutions - Site Subscription				Academic Use Case
Red Hat Enterprise Linux Workstation*	System	2 CPU Unlimited RAM	1 Virtual Guest or 4 Virtual Guests	Supported only on personal computing systems with a primary purpose of executing applications and/or services for a single user who is typically working from a directly connected keyboard and display. Each Red Hat Enterprise Linux Workstation Software Subscription includes one Smart Management Module to be used solely with a single Red Hat Enterprise Linux Workstation System.
Red Hat Enterprise Linux Desktop	System	1 CPU Up to 8GB RAM	1 Virtual Guest	Supported only on personal computing systems with a primary purpose of executing applications and/or services for a single user who is typically working from a directly connected keyboard and display. Red Hat Enterprise Linux Desktop does not include support for open source server applications (e.g., Apache, Samba, or NFS), testing and development purposes or to share data with peers. Each Red Hat Enterprise Linux Desktop Software Subscription includes one Smart Management Module, each to be used solely with a single Red Hat Enterprise Linux Desktop System.
Red Hat Enterprise Linux for PRIMEQUEST*	Physical Node	1-2 Sockets, 9 Logical Partitions 4 Sockets, 10 Logical Partitions 6 Sockets, 11 Logical Partitions or 8 Sockets, 12 Logical Partitions		RHEL Use Case running on Fujitsu PRIMEQUEST systems.
Red Hat Enterprise Linux Server Entry Level	Physical Node	Socket-pair	None	RHEL Use Case
Red Hat Enterprise Linux for Hyperscale	Physical Node	Band of SOCs	None	Subscription Services are provided only on Supported Configuration in the form of chassis that contain and use at least five (5) SOCs (" Hyperscale Use Case "). RHEL Use Case
Red Hat OpenStack Platform for Hyperscale				Hyperscale Use Case OSP Use Case RHEL Use Case

Note 1: Red Hat Enterprise Linux for Virtual Datacenters Subscriptions do not include an entitlement for the host operating system.

Note 2: When Red Hat Enterprise Linux is used as a Virtual Guest, Virtual Guests may be pooled or shared on any other System that has a Software Subscription with the same (a) Support Level (Standard or Premium) and (b) number of Virtual Guests (1, 4 or unlimited Virtual Guests), provided that you do not exceed the total number of Virtual Guests associated with the underlying Software Subscriptions.

2. Additional Terms for Red Hat Enterprise Linux Server and associated Add-On Subscriptions

2.1 Red Hat Enterprise Linux Server – Atomic Host. Red Hat Enterprise Linux Server may be deployed using RPM package manager or in an optional image based delivery, deployment and updating mechanism designed to support container based environments (“**Atomic Host mode**”). Each deployment of Red Hat Enterprise Linux, regardless of the method (including containers), constitutes a Unit.

2.2 Red Hat Enterprise Linux Desktop and Workstation Software Subscriptions

Production Support for Red Hat Enterprise Linux Desktop subscriptions is limited to Support Contacts that are helpdesk support personnel and not end users.

2.3 Red Hat Enterprise Linux and Red Hat OpenStack Platform Extended Life Cycle Support Software Subscriptions

- (a) **Limited Maintenance and Production Support.** Red Hat Enterprise Linux and/or Red Hat OpenStack Platform ELS Add-on Subscriptions entitle you to receive Software Maintenance and Production Support for Severity 1 and 2 problems on x86 architectures and z systems, but only for a limited set of software components listed at <https://access.redhat.com/articles/2901071>. Red Hat Enterprise Linux and/or Red Hat OpenStack Platform ELS Software Maintenance is limited to those Software updates that Red Hat considers, in the exercise of its sole judgment, to be (a) critical impact security fixes independent of customer support requests and (b) selected urgent priority defect fixes that are available and qualified for a subset of the packages in specific major releases of Red Hat Enterprise Linux and/or Red Hat OpenStack Platform beyond the end of its regular production cycles. The ELS streams will be maintained for an additional period of time immediately after the end-date of the regular production cycles of the relevant release as set forth at <https://access.redhat.com/support/policy/updates/errata/>. Red Hat will only provide one code base for both Red Hat Enterprise Linux ELS and Red Hat OpenStack Platform ELS and will not make functional enhancements to versions of either Red Hat Enterprise Linux or Red Hat OpenStack Platform during the ELS cycle.
- (b) **Red Hat Enterprise Linux ELS Unsupported Components.** Red Hat Enterprise Linux ELS does not support the following (in addition to those noted in Section 2.3(a) above): (a) desktop applications, (b) Red Hat Cluster Suite, (c) content from the Extras channel (“Extras” is a set of content with a shorter life cycle) and (d) Independent layered or Add-on products such as Directory Server, Red Hat Satellite, or Scalable File System. Red Hat reserves the right to exclude additional packages.
- (c) **Red Hat Enterprise Linux ELS Content Delivery.** Red Hat Enterprise Linux ELS Software Maintenance is delivered through separate Red Hat Portal base channels for the specific release and corresponding child channels if applicable. You must install a modified redhat-release package downloaded from Red Hat Portal to subscribe a Unit to a Red Hat Enterprise Linux ELS channel.

3. Red Hat Enterprise Linux Developer Suite

Red Hat Enterprise Linux Developer Suite provides an open source development environment that consists of Red Hat Enterprise Linux with built-in development tools, certain Red Hat Enterprise Linux Add-Ons, Red Hat Enterprise Linux for Real Time, Smart Management and access to Software Maintenance, but no Support. If you use any of the Subscription Services or Software associated with Red Hat Enterprise Linux Developer Suite for Production Use, you agree to purchase the applicable number of Units of the applicable Software Subscription.

4. Red Hat Enterprise Linux Developer Workstation and Red Hat Enterprise Linux Developer Support Subscriptions

For each paid, active Red Hat Enterprise Developer Workstation and/or Red Hat Enterprise Linux Developer Support Subscription, Red Hat will provide you with (a) access to the supported versions of Red Hat Enterprise Linux and updates through a Red Hat Portal; and (b) assistance for: (i) installation, usage and configuration support, diagnosis of issues, and bug fixes for Red Hat Enterprise Linux, but only for issues related to your use of Red Hat Enterprise Linux for Development Use and (ii) advice concerning application architecture, application design, industry practices, tuning and application porting (collectively, “**Developer Support**”).

The Red Hat Enterprise Linux Developer Workstation and Red Hat Enterprise Linux Developer Support Subscriptions do not include support for (a) modified software packages, (b) wholesale application debugging or (c) software included in the Red Hat Extras repository, supplementary channels, preview technologies or software obtained from community sites.

4.1 Red Hat Enterprise Linux Developer Support Subscription Levels. You may purchase Professional (two (2) business day response time) or Enterprise (four (4) Standard Business Hours response time) with web and phone support for an unlimited number of requests for Red Hat Enterprise Developer Workstation (one (1) System) and/or Red Hat Enterprise Developer Support Subscriptions (twenty-five (25) Systems).

5. Red Hat Directory Server Software Subscriptions

Table 5 sets forth the Unit of measure and Supported Use Cases for Red Hat Directory Server. You must purchase the appropriate number and type of these Subscriptions based on the Unit and other parameters described in Table 5 below. The Service Level(s) for Directory Server is determined by the Service Level of the underlying Red Hat Enterprise Linux Subscription for the Physical Node or Virtual Node running Directory Server (for example, if the Service Level for the underlying Red Hat Enterprise Linux Software Subscription is Premium, then Directory Server would receive Premium level support).

Table 5

Software Subscription	Unit	Supported Use Case
Red Hat Directory Server	Physical Node or Virtual Node	Red Hat Directory Server is only supported on a physical server with a standard Red Hat Enterprise Linux Software Subscription (not a Red Hat Enterprise Linux Desktop, Red Hat Enterprise Linux for HPC or Red Hat Enterprise Linux Workstation Software Subscription). A Replica Red Hat Directory Server is only supported with an active Software Subscription for a Primary Red Hat Directory Server. "Replica" means a second instance of a Directory Server configured as a subordinate to the first instance of Directory Server. Red Hat Enterprise Linux Server is supported solely for the purpose of running Red Hat Directory Server Software. "Primary" means the authoritative Red Hat Directory Server from which Replica Red Hat Directory Servers derive Red Hat Directory Server information.

6. Red Hat Certificate System Software Subscriptions

Table 6 sets forth the Unit of measure and Supported Use Cases for Red Hat Certificate System. You must purchase the appropriate number and type of these Subscriptions based on the Unit and other parameters described in Table 6 below. The Service Level(s) for Certificate System is determined by the Service Level of the underlying Red Hat Enterprise Linux Subscription for the Physical Node running Certificate System (for example, if the Service Level for the underlying Red Hat Enterprise Linux Software Subscription is Premium, then Certificate System would receive Premium level support).

Table 6

Software Subscription	Unit	Supported Use Case
Red Hat Certificate System	Certificate	Red Hat Certificate System is only supported on a standard Red Hat Enterprise Linux Software Subscription (not a Red Hat Enterprise Linux Desktop, Red Hat Enterprise Linux for HPC or Red Hat Enterprise Linux Workstation Software Subscription). Certificate System includes Directory Server only to run and support Certificate System.

EXHIBIT 1.B**RED HAT APPLICATION SERVICES, RED HAT OPENSIFT
CONTAINER PLATFORM, AND RELATED SOFTWARE
SUBSCRIPTIONS**

This Exhibit 1.B. to Product Appendix 1 governs your use of the Red Hat Application Services (formerly known as Red Hat JBoss Middleware), Red Hat OpenShift Container Platform, Red Hat Storage Services and Red Hat Quay product lines.

1. Unit of Measure and Purchasing Requirements for Red Hat Application Services Software Subscriptions.

Table 1 sets forth the Units of measure and Supported Use Cases for various Red Hat Application Services Subscriptions.

- 1.1 Supported Application Services Software.** Using Red Hat Application Services Software Subscriptions to support software obtained from community sites without purchasing a corresponding Software Subscription for such community software is a material breach of the Agreement.
- 1.2 Red Hat JBoss Core Services Collection.** “Red Hat JBoss Core Services Collection” is a collection of components that provide common functionality (such as monitoring and management, load balancing, process control and single sign-on) across a majority of the Red Hat Application Services portfolio and is subject to the following terms:
- (a) You will receive entitlements for Red Hat JBoss Core Services Collection in a quantity equal to the number of Cores of Red Hat Application Services Software Subscriptions you purchased (for Software Subscriptions where the Unit is a Core).
 - (b) You will receive entitlements to Red Hat JBoss Core Services Collection equal to sixteen (16) Cores for each Red Hat Application Services Software Subscription you purchase on a per socket-pair basis.
 - (c) Red Hat JBoss Web Server does not include Red Hat JBoss Core Services Collection.
- 1.3 Red Hat Application Services for Hybrid Deployments.** Red Hat Application Services Software Subscriptions in Table 1 include access to the Red Hat Application Services Software enabled for and supported on Red Hat OpenShift Container Platform for both private cloud and public cloud deployment platforms.

Table 1

Software Subscription (Note 1 below)	Unit of Measure	Supported Use Case
Red Hat JBoss Enterprise Application Platform	Core Band	These Red Hat Products are only supported on Supported Configurations.
Red Hat JBoss Web Server		
Red Hat Runtimes		
Red Hat Data Grid		
Red Hat Fuse		
Red Hat AMQ		
Red Hat Data Virtualization		
Red Hat Process Automation Manager (formerly Red Hat JBoss BPM Suite)		
Red Hat Decision Manager (formerly Red Hat JBoss BRMS)		
Red Hat JBoss Application Services Extended Life Cycle Support Add On		
Red Hat Integration (Note 2)		
Red Hat Runtimes (Note 2)		
Red Hat Process Automation (Note 2)		
Red Hat Application Services Portfolio (Note 2)		
Red Hat 3Scale API Management Platform	Core Band	This Red Hat Product is supported (a) when used on a server, (b) on Supported Configurations, and (c) when used for the purpose of API Management.
Red Hat build of OpenJDK for Workstations (Note 3)	Physical Node	This product is supported for use on supported Windows Desktop versions as set forth in the Supported Configurations (“ Windows Desktop Use Case ”). This product is explicitly not supported for the deployment of Java based servers or use on Windows Server distributions.
Red Hat build of OpenJDK for Servers (Note 3)	Core Band	Windows Desktop Use Case

Note 1: Unless otherwise stated in an Order Form, one (1) Core is equivalent to two (2) vCPUs with hyper-threading active for the Red Hat Products in this Exhibit 1.B.

Note 2: You may use up to the number of Cores in the Core Bands that you purchase for any combination of Red Hat Products included in these Bundles.

Note 3: Client may use up to twenty (20) Support Contacts for Red Hat build of OpenJDK Subscriptions.

2. Unit of Measure and Purchasing Requirements for Red Hat OpenShift Container Platform

Table 2 sets forth the Units of measure, capacity limitations and Supported Use Cases for various Red Hat OpenShift Container Platform Subscriptions. You must purchase the appropriate number and type of Software Subscription(s) for each Unit, based on the Unit and other parameters described in Table 2. The Red Hat OpenShift Container Platform Use Case (OCP Use Case as defined below) applies to all

Red Hat OpenShift Container Platform offerings and additional Use Cases apply to the Red Hat OpenShift Container Platform offerings as noted below. Red Hat OpenShift Container Platform for RHEL and Container Platform for RHEL are layered products and require a separate paid and active Software Subscription to Red Hat Enterprise Linux for Virtual Datacenters with matching Support Levels for each Unit that deploys, installs, uses or executes such layered products.

- 2.1 Red Hat Enterprise Linux Server – CoreOS.** Red Hat Enterprise Linux Server as included in Red Hat OpenShift Container Platform may be deployed using RPM package manager or in a host mode intended to run containers (aka “**Red Hat Enterprise Linux CoreOS**”). Red Hat Enterprise Linux CoreOS mode is an optional image based delivery, deployment and updating mechanism designed to support container based environments. Each deployment of Red Hat Enterprise Linux, regardless of the method (including containers), constitutes a Unit.
- 2.2 Red Hat OpenShift Data Foundation.** Red Hat OpenShift Data Foundation is an Add-on Subscription to Red Hat OpenShift Container Platform. For any Cluster of Red Hat OpenShift Container Platform that uses or executes Red Hat OpenShift Data Foundation, you agree to purchase an equal amount of Units and Capacity of Red Hat OpenShift Container Platform and Red Hat OpenShift Data Foundation for such Cluster.

Table 2

Software Subscription (Note 1 below)	Unit of Measure	Capacity for Socket-based SKUs		Supported Use Case
		Sockets	Virtual Nodes	
Red Hat OpenShift Container Platform	Physical Node	Socket-pair	Unlimited Virtual Guests	Red Hat OpenShift Container Platform will only be supported (this Use Case is collectively the “ OCP Use Case ”) when used as a platform as a service on Supported Configurations. Running other applications and/or programs of any type on the operating environment can have a negative impact on the function and performance. Third party operators are not supported. The Multicloud Object Gateway included in Red Hat OpenShift Data Foundation may be used for Migration purposes with the Migration Toolkit included with Red Hat OpenShift Container Platform without the need for an active paid subscription for Red Hat OpenShift Data Foundation for such use. Red Hat JBoss Web Server is only supported to run Red Hat OpenShift Container Platform components.
Red Hat OpenShift Container Platform for RHEL	Physical Node	Socket-pair	Unlimited Virtual Guests	
Red Hat OpenShift Container Platform (Bare Metal Node) Red Hat OpenShift Platform Plus (Bare Metal Node)	Physical Node	Socket-pair with up to 64 Cores	None	This Red Hat Product will only be supported when installed and running on physical hardware and not when running as a virtual image or on a public cloud. OCP Use Case
Red Hat OpenShift for NFV Applications	Physical Node	Socket-pair	Unlimited Virtual Guests	This Red Hat Product is only supported for the deployment of virtualized and containerized telecommunication services or network functions that deliver consumer services, business services, mobile services, video/content services, telecommunication workloads and IoT services. Examples of use cases that are not supported are nodes running general purpose IT or Enterprise applications in central or regional data center deployments, nodes running developer features/services or application development workloads, and nodes running databases, web applications, or file services. Third party operators are not supported. OCP Use Case
Red Hat OpenShift Container Platform (Bastion Node)	Physical Node	Socket-pair	N/A	Red Hat OpenShift Container Platform “Bastion Nodes” are supported when Red Hat Enterprise Linux is used to host the scripts, files, and other tools to provision the bootstrap, control-plane, and compute nodes for Red Hat OpenShift Container Platform. Containerized workloads are not supported on Bastion Nodes.
Red Hat OpenShift Data Foundation Essentials (formerly known as Red Hat OpenShift Container Storage)	Physical Node (see Note 4)	Socket-pair	N/A	This Red Hat Product is only supported when used as a storage system with Red Hat OpenShift Container Platform or Red Hat OpenShift Platform Plus, deployed as containers within an OpenShift Cluster (“ ODF Essentials Use Case ”).
Red Hat OpenShift Data Foundation Advanced	Physical Node (see Note 4)	Socket-pair	N/A	This Red Hat Product is only supported when used as a storage system with Red Hat OpenShift Container Platform or Red Hat OpenShift Platform Plus, deployed either as (a) containers within an OpenShift Cluster, or (b) on Physical Nodes outside of the OpenShift cluster.

				When deployed on a Physical Node, the Subscription is supported on server hardware, but not on desktops or workstations. The Red Hat OpenShift Data Foundation Advanced edition extends the supported use cases for OpenShift Data Foundation Essentials, adding support for enhanced data encryption, disaster recovery, and data sharing across multiple OpenShift clusters and non-OpenShift clusters (" ODF Advanced Use Case ").
Software Subscription (Note 1 below)	Unit of Measure	Capacity for Core-based SKUs		Supported Use Case
		Cores	Virtual Nodes	
Red Hat OpenShift Container Platform Red Hat OpenShift Platform Plus	Virtual Node	2 Cores or 4 vCPUs	One Virtual Guest	OCP Use Case
Red Hat OpenShift Container Platform	Virtual Node or Physical Node	Core Band	Unlimited Virtual Guests	
Red Hat OpenShift Data Foundation Essentials	Virtual Node (see Note 4)	2 Cores or 4 vCPUs	One (1) Virtual Node	ODF Essentials Use Case
Red Hat OpenShift Data Foundation Advanced	Virtual Node (see Note 4)	2 Cores or 4 vCPUs	One (1) Virtual Node	ODF Advanced Use Case
Red Hat OpenShift Container Platform for Power Red Hat OpenShift Kubernetes Engine for Power	Virtual Node	2 Cores or 4 vCPUs	One (1) Virtual Node	OCP Use Case
Red Hat OpenShift Container Platform for IBM Z and IBM LinuxOne Red Hat OpenShift Kubernetes Engine for IBM Z and IBM LinuxOne	Virtual Node	1 Core	One (1) Virtual Node	These Red Hat Products will only be supported when deployed on Red Hat supported KVM hypervisor running in an IBM Z L-PAR.
Red Hat OpenShift Kubernetes Engine (formerly known as Red Hat OpenShift Container Engine)	Virtual Node	2 Cores or 4 vCPUs	One (1) Virtual Guest	This Red Hat Product is only supported as described in the OCP Use Case with respect to the components that are set forth at https://access.redhat.com/support/offerings/openshift-engine/sla/ . Third party operators are not supported.
Red Hat OpenShift Container Platform with Application Runtimes (Note 2)	Physical Node	Core Band	Unlimited Virtual Guests	OCP Use Case
Red Hat OpenShift Container Platform with Integration (Note 2)				
Red Hat OpenShift Container Platform with Process Automation (Note 2)				
Red Hat OpenShift Container Platform with Application Services Portfolio (Note 2)				
Red Hat OpenShift Platform (Bastion Node)	Physical Node	Core Band	N/A	Red Hat OpenShift Container Platform Bastion nodes are supported when Red Hat Enterprise Linux is used to host the scripts, files, and other tools to provision the bootstrap, control-plane, and compute nodes for Red Hat OpenShift Container Platform. Containerized workloads are not supported on Bastion Nodes.
Red Hat OpenShift Data Foundation Expansion Pack	Cluster	Storage Band	N/A	Red Hat OpenShift Data Foundation Expansion Pack entitles support for additional storage (as set forth in the product description) for Red Hat OpenShift Container Platform Clusters.

Note 1: Unless otherwise stated in an Order Form, one (1) Core is equivalent to two (2) vCPUs with hyper-threading active for the Red Hat Products in this Exhibit 1.B.

Note 2: There are two pools of Cores included in these Bundled Red Hat Products, one pool of Cores for any combination of Red Hat Application Services products and one pool of Cores for OpenShift Container Platform. You may use up to the number of Cores that you purchase in the Core Band(s) (a) for Red Hat Application Services products included in these Bundles and (b) for OpenShift Container Platform deployments (in a minimum of 2 Core allocations per Unit).

Note 3: Red Hat OpenShift includes Red Hat OpenShift Virtualization which is designed to run and manage virtual instances. Red Hat OpenShift Virtualization is supported only when Red Hat OpenShift is installed on the bare metal server and is not installed within a virtual machine. The included Red Hat Enterprise Linux software is supported solely when used as the guest operating system within virtual machines hosted on Red Hat OpenShift Virtualization. Red Hat OpenShift Virtualization includes Red Hat JBoss Enterprise Application Platform solely supported to run certain utilities in Red Hat OpenShift Virtualization.

Note 4: Each Red Hat OpenShift Container Platform Cluster with the Red Hat OpenShift Data Foundation Add-on is entitled up to 256 TB of storage capacity. Additional OpenShift Data Foundation storage capacity for Red Hat OpenShift Container Clusters requires the purchase of Red Hat OpenShift Data Foundation Capacity Expansion Packs.

3. Unit of Measure and Purchasing Requirements for Red Hat Quay.

Table 3 sets forth the Units of measure and Supported Use Cases for the Red Hat Quay Subscriptions. Red Hat Quay is an Add-On Subscription.

Table 3

Software Subscription	Unit of Measure	Supported Use Case
Red Hat Quay	Deployment	These Red Hat Products will only be supported when used on a Supported Configurations. Running other applications and/or programs of any type on the operating environment can have a negative impact on the function and/or performance.

EXHIBIT 1.C RED HAT DATA SERVICES AND STORAGE SUBSCRIPTIONS



This Exhibit 1.C. governs your use of the Red Hat products as described below. References to “Red Hat Data Services and Storage Subscriptions” refer to both product lines.

1. Unit of Measure and Purchasing Requirements for Red Hat Storage Services.

Table 3 sets forth the support level, Unit of measure and Supported Use Case for various Red Hat Data Services and Storage Subscriptions. You must purchase the appropriate number and type of these Software Subscriptions based on the Unit and other parameters described in Table 3 below. In addition, the following terms apply:

- (a) Red Hat Gluster Storage includes management tools to manage one or more instances of Red Hat Gluster Storage.
- (b) Red Hat Ceph Storage Software Subscriptions are priced based on the total amount of storage capacity. Each Red Hat Ceph Storage Software Subscription supports up to a certain number of Physical Nodes or Virtual Nodes. Should the number of Physical or Virtual Nodes be consumed before the Storage Band capacity is reached, you may upgrade to the next Storage Band to receive additional Physical or Virtual Nodes.

Table 3

Software Subscription	Unit of Measure	Supported Use Case
Red Hat Gluster Storage	Physical Node or Storage Band	Red Hat Storage is intended to be used as a storage system and will be supported only when used as a storage node. These Subscriptions are not supported on non-server hardware such as desktops or workstations and are intended for use on a dedicated Physical Node; running other applications and/or programs of any type on the Physical Node can have a negative impact on the function and/or performance of the Subscription. Each Subscription includes one Software Subscription to Red Hat Enterprise Linux Server and the Scalable File System Add-on, which are supported solely in connection with the use of the respective Red Hat Storage Subscription. Red Hat Gluster Storage Module does not include a Red Hat Enterprise Linux Software Subscription which must be purchased separately. (collectively “ Storage Node Use Case ”)
Red Hat Gluster Storage Module		
Red Hat Ceph Storage		
Red Hat Gluster Storage Pre-Production		These Pre-Production Subscriptions are subject to Red Hat Storage Node Use Case, provided that Support is only provided for Pre-Production Purposes (defined below).*
Red Hat Ceph Storage Pre-Production		
Red Hat Gluster Storage for Public Cloud	Virtual Node	Red Hat Gluster Storage for Public Cloud is subject to Storage Node Supported Use Case. When running in Amazon Web Services, an EC2 M1 Large dedicated instance is required in order to be supported. Running other applications and/or programs of any type on the same instance can have a negative impact on the function and/or performance of the Red Hat Gluster Storage for Public Cloud and is not a Supported Use Case.
Red Hat Hyperconverged Infrastructure for Virtualization	Physical Node	Red Hat Hyperconverged Infrastructure is only supported when used as an integrated compute plus storage infrastructure. These Software Subscriptions are supported on server hardware but not on desktops or workstations. Support is provided for a minimal deployment of three (3) Nodes.

*“**Pre-Production Purposes**” consists of assistance with issues relating to the installation, configuration, administrative tasks and basic trouble-shooting of the Red Hat Ceph Storage or Red Hat Gluster Storage Software components prior to deployment in a production environment, but it does not include architectural design reviews or advice, advanced configuration topics, performance analysis or reviews. Note 1: Standard or Premium Support levels are available for all Software Subscriptions listed in Table 1 above except for Red Hat Gluster Storage Pre-Production and Red Hat Ceph Storage Pre-Production. Red Hat Gluster Storage Pre-Production and Red Hat Ceph Storage Pre-Production only provide Standard Support level.

EXHIBIT 1.D MANAGEMENT SUBSCRIPTIONS



This Exhibit 1.D. to Product Appendix 1 governs your use of the Red Hat Smart Management, Red Hat CloudForms, Red Hat Ansible product lines and related offerings.

1. Red Hat Smart Management, Red Hat Satellite and Red Hat Capsule

- 1.1 Red Hat Smart Management.** Red Hat Smart Management is an infrastructure management offering for Red Hat Enterprise Linux and other Red Hat infrastructure environments consisting of fifty (50) entitlements of Red Hat Satellite, or, Red Hat Satellite Capsule and access to a Red Hat Portal(s).
- 1.2 Units of Measure and Purchasing Requirements.** You must purchase the appropriate number and type of Red Hat Smart Management Subscriptions based on the Unit and Supported Use Cases described in Table 1 below.

Table 1

Software Subscription	Unit	Supported Use Case
Red Hat Satellite, Red Hat Satellite Capsule and Red Hat Satellite Proxy (included in Red Hat Smart Management Subscriptions)	System	Red Hat only provides Subscription Services for Red Hat Satellite, Red Hat Satellite Capsule or Red Hat Satellite Proxy when used on a System or Physical Node that is a server. Red Hat only provides Subscription Services for Red Hat Satellite Capsule and Red Hat Satellite Proxy when deployed with Red Hat Satellite. Red Hat Satellite includes a subscription for Red Hat Enterprise Linux for the purposes of running Red Hat Satellite.
Red Hat Smart Management	Managed Node	Red Hat Smart Management entitlements are required for each Unit of Red Hat Enterprise Linux that is managed by Red Hat Satellite Capsule, Red Hat Satellite Proxy and/or Red Hat Satellite. Red Hat Smart Management entitlements may be used with Red Hat Portal directly.
Red Hat Smart Management for non-RHEL	Managed Node	Red Hat Smart Management for non-RHEL entitlements are required for each Unit of non-RHEL that is managed by Red Hat Satellite Capsule, Red Hat Satellite Proxy and/or Red Hat Satellite. Red Hat only provides support for the Red Hat Smart Management functionality and does not support the installation, configuration, connectivity or other general use of the non-RHEL Managed Node. Red Hat Smart Management entitlements may be used with Red Hat Portal directly.

2. Red Hat CloudForms

- 2.1 Units of Measure and Purchasing Requirements.** Table 2 sets forth the Unit of measure and Supported Use Cases for various Red Hat Management Subscriptions. You must purchase the appropriate number and type of these Subscriptions based on the Unit and other parameters described in Table 2. For Virtual Nodes managed by CloudForms in a CloudForms enabled public cloud, you need to purchase Units equal to either (at your option), (a) the actual number of Units or (b) the average daily maximum Virtual Nodes managed by CloudForms in the previous 365 days. If 365 days of usage history is not available, you may use the average usage history period that is available. If managing Virtual Nodes on a public cloud, you must confirm that a specific public cloud is Red Hat CloudForms enabled.

Table 2

Software Subscription	Unit of Measure	Capacity		Use Case
		Socket(s)	Managed Nodes	
Red Hat CloudForms	Managed Node: (Physical Node or Virtual Node)	Socket-pair for each Physical Node or Sixteen (16) Virtual Nodes		Red Hat only provides Subscription Services for Red Hat CloudForms Software when deployed on (a) a System or Physical Node that is a server and (b) Virtual Nodes if they are running on-premise or on a Red Hat CloudForms enabled public cloud. Red Hat Enterprise Linux is the only supported operating system for Red Hat CloudForms Subscriptions.

3. Red Hat Ansible Automation Platform Subscriptions

- 3.1 Units of Measure and Purchasing Requirements.** Table 3 sets forth the Unit of measure and Supported Use Cases for Red Hat Ansible Automation Platform Subscriptions. You must purchase the appropriate number and type of these Subscriptions based on the Unit and other parameters described in Table 3 below.

Table 3

Software Subscription	Unit	Supported Use Case
Red Hat Ansible Automation Platform	Managed Node (see Note 1)	Red Hat only provides Subscription Services for Red Hat Ansible Automation Platform Software (a) when used on a system that is a server and (b) on platforms that are Supported Configurations. Support of Red Hat Ansible Automation Platform Software does not include Subscription Services for Ansible Project Software. At its sole discretion, Red Hat may provide assistance with Ansible Project Software, solely to the extent required to run Red Hat Ansible Automation Platform Software. Red Hat Ansible Automation Platform

Red Hat Ansible Automation Platform Academic Site Subscription	FTEs	includes a subscription for Red Hat Enterprise Linux or Red Hat OpenShift Container Platform for the purposes of running Red Hat Ansible Automation Platform. Red Hat provides Subscription Services for Ansible Automation Platform Software (a) on systems that are supported platforms set forth at https://access.redhat.com/articles/3168091 and (b) modules identified via Section 4 above. The Support of Red Hat Ansible Automation Platform does not include the creation, maintenance, support or services related to customer playbooks and/or roles, or Ansible Project Software.
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Note 1: Managed Node includes each Node managed by Ansible Automation during the term of the Software Subscription.

- 3.2 Red Hat Ansible Components.** Red Hat Ansible Automation Platform Subscriptions provide access to additional software components (Certified Components and Community Components) with varying levels or no support as set forth at <https://access.redhat.com/articles/3166901> (“Ansible Support Matrix”). “Certified Components” means third party components listed on the Ansible Support Matrix and maintained by such third party. “Community Components” means components (e.g., modules and plugins) that are created and submitted by community members. Red Hat will provide limited assistance for Certified Components solely to the extent required to run Red Hat Ansible Automation Platform but otherwise does not provide Support or Software Maintenance for Certified Components or Community Components. “Ansible Project Software” means the upstream open source community version of the Ansible deployment and configuration management engine.

- 3.3 Data Analytics.** Red Hat Ansible Automation Platform Software may collect and transmit usability data (including information identifying the source of that data) to Red Hat. Red Hat intends to use the data to enhance future releases of the Red Hat Ansible Automation Platform and help streamline customer experience and success. Usability data includes information such as dashboard items clicked in the Red Hat Ansible Automation Platform Software, amount of time spent on individual pages and paths taken throughout the Red Hat Ansible Automation Platform Software. Usability data is collected and transmitted to Red Hat via a javascript file that is downloaded to a customer's web-browser. The collection and transmission of such usability data is optional and you may (a) completely opt-out by editing the Red Hat Ansible Automation Platform Software configuration and restarting the Red Hat Ansible Automation Platform Software, or (b) choose between two opt-in scenarios: (i) “anonymous mode” that will provide usability data to Red Hat without any information identifying the source of that data, or (ii) “detail mode” that will provide usability data with the customer name to Red Hat. For Red Hat Ansible Automation Platform Software you may opt-out from usability data collection and transmission by following the directions found at: http://docs.ansible.com/ansible-tower/latest/html/administration/usability_data_collection.html.

- 3.4 Red Hat Ansible Automation Platform Software Life Cycle.** The supported life cycle for Red Hat Ansible Automation Platform Software is set forth at: https://access.redhat.com/support/policy/update_policies.

4. Red Hat Advanced Cluster Management for Kubernetes Software Subscriptions

Table 4 sets forth the Unit of measure, Capacity and Supported Use Cases for Red Hat Advanced Cluster Management for Kubernetes. You must purchase the appropriate number and type of these Subscriptions based on the Unit and other parameters described in Table 4 below.

Table 4

Software Subscription	Unit	Capacity	Supported Use Case
Red Hat Advanced Cluster Management	Core Band	Two (2) Core Or Four (4) vCPUs	This product is supported when used in connection with Red Hat OpenShift platforms.
Red Hat Advanced Cluster Management for Kubernetes (Bare Metal Node)	Physical Node	Socket-pair with up to 64 Cores	This product is supported when used in connection with Red Hat OpenShift platforms when running on a Physical Node.

5. Unit of Measure and Purchasing Requirements for Red Hat Advanced Cluster Security for Kubernetes.

Table 5 sets forth the Units of Measure, Capacity limitations and Supported Use Cases for Red Hat Advanced Cluster Security for Kubernetes. You must purchase the appropriate number and type of Software Subscription(s) for each Unit, based on the Unit and other parameters described in Table 5.

Table 5

Software Subscription	Unit of Measure	Capacity	Supported Use Case
Red Hat Advanced Cluster Security for Kubernetes	Core Band	Two (2) Core	Red Hat Advanced Cluster Security for Kubernetes is supported when analyzing workloads running on current versions of Red Hat OpenShift Container Platform, Red Hat OpenShift for Kubernetes Engine and certain other Kubernetes implementations on Supported Configurations as set forth below. The Central (defined below) management platform is supported as set forth in Table 2.1 below.
Red Hat Advanced Cluster Security for Kubernetes (Bare Metal)	Physical Node	Socket-pair with up to 64 Cores	

- 5.1 Supported Configurations for Red Hat Advanced Cluster Security for Kubernetes.** The following describes the platforms on which Red Hat Advanced Cluster Security for Kubernetes is supported.

5.1.1 Red Hat Advanced Cluster Security for Kubernetes Architecture

Red Hat Advanced Cluster Security has two main architectural components with sub components as defined below and their supported platforms as set forth in Table 5.1.1 below:

- A server component called “**Central**” executes the scanner, persistent storage, API server, and user interface; and
- A distributed framework for the Kubernetes clusters managed by Central, that includes three components “**Collector**” that runs on each node inside the clusters, a single “**Sensor**” that runs on each managed cluster, and a single “**Admission Controller**” that runs on each managed cluster.

Table 5.1.1

Platform	Support for Central	Support for Collector, Sensor and Admission Controller
Red Hat OpenShift Container Platform (OCP) 3.11.z	No	Yes (see Note 1)
Red Hat OpenShift Container Platform (OCP) 4.x 9 (see Note 2)	Yes	Yes
Red Hat OpenShift Kubernetes Engine (OKE) 4.x (see Note 2)	No	Yes
IBM Red Hat OpenShift Kubernetes Services 4.x (ROKS)	No	Yes
Amazon Elastic Kubernetes Service (Amazon EKS) (Kubernetes 1.15 and later)	No	Yes
Google Kubernetes Engine (Google GKE) (Kubernetes 1.15 and later)	No	Yes
IBM Cloud Kubernetes Service (Kubernetes 1.15 and later)	No	Yes
Microsoft Azure Kubernetes Service (Microsoft AKS) (Kubernetes 1.15 and later)	No	Yes

Note 1: The Red Hat Advanced Cluster Security for Kubernetes (ACS) Admission Controller is not supported on Red Hat OpenShift Container Platform 3.11.z. This only limits some of the feature capabilities related to event monitoring based on port forwards and system execs.

Note 2: Red Hat OpenShift Container Platform 4.x and Red Hat OpenShift Kubernetes Engine 4.x have a rolling support window wherein 3 versions are supported at any given time plus an OpenShift Container Platform Extended Update Support release.

5.1.2 Supported Browsers

Table 5.1.2 outlines the supported browsers for viewing the Red Hat Advanced Cluster Security web user interface and their associated support tier:

- **Tier 1** means the browser and operating system combination is tested and fully supported. Red Hat will work to resolve issues with Tier 1 browsers.
- **Tier 2** means the browser and operating system combinations are partially tested, and are likely to work. Limited support is provided for Tier 2 browsers.
- **Tier 3** means the browser and operating system combinations are not tested, but may work. Minimal support is provided for Tier 3 browsers.

Table 5.1.2

Support Tier	Supported Browsers
Tier 1	Google Chrome for Business; Mozilla Firefox version 82.0.2 (64-bit)
Tier 2	Microsoft Internet Explorer Edge version 44 and later for Windows and version 81 (Official build) (64-bit) for MacOS
Tier 3	Safari on MacOS (Mojave) version 14.0

5.2 Red Hat Advanced Cluster Security for Kubernetes Life Cycle

Support and updates (if and when available) are provided for Red Hat Advanced Cluster Security for Kubernetes versions up to six (6) months after their initial general availability, which typically corresponds to the previous nine (9) released versions (Y.X.Z.Q).

EXHIBIT 1.E SUPPORT SUBSCRIPTIONS



This Exhibit 1.E. to Product Appendix 1 governs your use of TAM Services, Confirmed Stateside Support Subscriptions and Developer Support Subscriptions.

1. Technical Account Management (“TAM”) Service

The TAM Service is a Support Subscription that you may purchase in addition to your underlying Standard or Premium Software Subscription in order to receive enhanced Support. The TAM Service does not include support for (1) Self-support Software Subscriptions, (2) any Unit of Software (such as a System, Physical Node, Core, etc.) for which you do not have an active paid Software Subscription or (3) any Software Subscription for which support is provided by a Business Partner. When you purchase a TAM Service, you receive access to a Red Hat support engineer to provide you with (a) access to Red Hat's technology and development plans, including beta testing and bug/feature escalation, (b) weekly review calls, (c) up to two (2) on-site technical review visits per year for each full one year TAM subscription term, (d) up to four Support Contacts, (e) quarterly service performance metrics via the TAM electronic dashboard, and (f) a subscription to Red Hat's TAM monthly newsletter.

Support Subscription	Unit Description
TAM Service Dedicated TAM Service TAM Extension	Point of Contact: a Red Hat associate whom you are authorized to contact to request support for a particular team, geography or Red Hat product line.

1.1 TAM Service Coverage. Each TAM Service Subscription will be limited to, a region, a customer team and/or a product line and will be listed in the Order Form. If not listed, the TAM parameters will be established upon the initiation of the TAM Service.

- (a) **Regions:** North America, Latin America, EMEA, Asia-Pacific (excluding Japan, China and India), China, India or Japan.
- (b) **Customer Team:** The customer team supported by the TAM, such as your development team, your system administration team, your support team, etc.
- (c) **Red Hat Product Line:** The supported Red Hat product line, such as the Red Hat Enterprise Linux, Red Hat JBoss Application Services, Red Hat OpenShift Container Platform, Red Hat Storage, Red Hat Ansible or Red Hat Cloud product lines.

1.2 TAM Service Level. The TAM Service is offered during local Red Hat Support Standard Business Hours as set forth at <https://access.redhat.com/support/contact/technicalSupport.html> (based on the physical location of the TAM representative).

1.3 Dedicated TAM Service. The Dedicated TAM Service is the assignment of a Red Hat resource dedicated to you for TAM Services.

1.4 TAM Extension Service. The TAM Extension Service is an extension of a Red Hat Enterprise Linux TAM Service to provide additional technical knowledge such as SAP implementations on Red Hat Enterprise Linux. The TAM Extension Service requires a separate active and paid standard TAM Service Subscription.

1.5 Confirmed Stateside Support Subscriptions

Red Hat Software Subscriptions that are identified as Confirmed Stateside Support (“CSS”) Service are Software Subscriptions that provide the applicable level of Support (Standard or Premium) in English via restricted, support resources in the United States for a specific Client account on Red Hat Customer Portal (“CSS Client Account”). Each CSS Subscription will be limited to a specific CSS Client Account. All support requests for CSS Covered Subscriptions must be submitted to the Red Hat designated CSS support contacts. Client agrees to only submit CSS Support requests for Red Hat Software Subscriptions identified as CSS Subscriptions. The CSS Service does not include support for (i) Self-support Software Subscriptions, (ii) any instance of Software for which you do not have an active paid Software Subscription; or (iii) any Software Subscription for which support is provided by a Business Partner. When you purchase the CSS Subscription, you receive access to a Red Hat support group to provide you with:

- (a) Support accessed from the US and provided by US citizens;
- (b) Logical and physical Client data separation from Red Hat's standard support systems for each CSS Client Account;
- (c) Separate secured physical workspace for the CSS support personnel; and
- (d) Triage based support to resolve known issues and create a sanitized support request ticket if escalation to standard non-CSS resources is required.

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1.6.2 Red Hat Developer Support Subscription Levels. You may purchase Professional (two (2) business day response time) or Enterprise (four (4) Standard Business Hours response time) with web and phone support for an unlimited number of requests for Red Hat Storage Developer Support Subscriptions.

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