

APPENDIX 1 SUBSCRIPTION SERVICES



Red Hat sells subscriptions that entitle you to receive Red Hat services and/or Software during the period of the subscription (generally, one or three years). This Appendix to the Order Form describes the “**Subscription Services**” that Red Hat provides for:

- Software product offerings (these subscriptions are called “**Software Subscriptions**”);
- Support and maintenance services offerings (these subscriptions are called “**Support Subscriptions**”); and
- Software delivery and management services offerings (these subscriptions are called “**Management Subscriptions**”).

The Exhibits to this Appendix provide additional terms concerning the Subscription Services. Whether you purchase Subscription Services from us or through one of our authorized Business Partners, we agree to provide you with the Subscription Services on the terms described in this Appendix, which includes the Exhibits and documents referred to in this Appendix (together, the “**Appendix**”). In exchange, you agree to comply with the terms of this Appendix.

When we use a capitalized term in this Appendix without defining it, the term has the meaning defined in the Agreement to which this Appendix applies, such as the Red Hat Enterprise Agreement. In the event of a conflict, inconsistency or difference between this Appendix and an Exhibit to this Appendix, the terms of the Exhibit control.

1. Subscription Services – An Overview

Subscription Units: “Red Hat Products” refers collectively to the Software Subscriptions, Support Subscriptions and Management Subscriptions listed in Tables 1.1, 1.2 and 1.3. Note that Red Hat Products not include generally available open source projects such as jboss.org, fedoraproject.org and other community projects. We charge you a fee for our Subscription Services based on the total number of Units of Software or other Red Hat Products that you deploy, install, use or execute (as described more fully in Tables 1.1, 1.2 and 1.3 below and elsewhere in the Appendix). For example, Software Subscriptions for Red Hat Enterprise Linux Server are priced based on the number and other characteristics of Systems (e.g. Socket-pairs, Virtual Guests, etc.) on which you install the Software, while Software Subscriptions for JBoss Enterprise Application Platform are priced based on the number of Cores running that Software, in a range called a Core Band.

Use of Software and Subscription Services: While you have subscriptions entitling you to receive Subscription Services for a Red Hat Product, you are required to purchase Subscription Services in a quantity equal to the total number of Units of that Red Hat Product that you deploy, install, use or execute. In addition, if you are using Subscription Services to support or maintain a non-Red Hat Product, then you are required to purchase Subscription Services for each instance of such non-Red Hat Product for which you use Subscription Services. In addition, the Agreement (including pricing) is premised on our understanding that you will use the Subscription Services and Software only for your internal use (which includes Affiliates). For a given Software Subscription, you may migrate from one Unit to another Unit with the same Subscription Services characteristics (such as from one on-premise System to another on-premise System) without the purchase of additional Software Subscriptions, provided that you do not increase the quantity of Units or other Software Subscription characteristics (such as the number of socket pairs, virtual guests or vCPUs). Distributing the Software or any portion of the Subscription Services to a third party or using any of the Subscription Services for the benefit of a third party is a material breach of the Agreement even though the open source license applicable to individual software packages may give you the right to distribute those packages (and this Appendix is not intended to interfere with your rights under those individual licenses). The Subscription Services may be used under the terms of this Appendix by third parties acting on your behalf, such as contractors, subcontractors or outsourcing vendors; provided (i) you remain responsible for your obligations and for the activities and omissions of such third parties and (ii) you obtain Red Hat’s written consent before you migrate your Software Subscriptions off of your premises and, in the case of a migration to a third party cloud or hosting provider, you agree to the terms of Red Hat’s Cloud Access program and terms located at <http://www.redhat.com/solutions/cloud/access/>. Any unauthorized use of the Subscription Services is a material breach of the Agreement, such as (a) only purchasing or renewing Subscription Services based on some, but not all, of the total number of Units of Red Hat Software or other Red Hat Product that you deploy, install, use or execute, (b) providing Software Access or Software Maintenance (each defined below) to third parties, (c) using Software Access, Software Maintenance, Production Support and/or Development Support (each defined below) to provide support 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. For the purposes of this paragraph (for example, in calculating the total number of Units of Software), Software would include versions or copies that have the Red Hat trademark(s) and/or logo file(s) removed. The licenses that are applicable to the individual open source software packages are perpetual (subject to your compliance with their terms), but the other benefits of a Software Subscription will expire if not renewed.

Subscription Start Date: Unless otherwise agreed in an Order Form, the Subscription Services will begin on the date you purchase the Subscription Services.

1.1 Software Subscriptions

Benefits of a Software Subscription: For each Software Subscription that you purchase, Red Hat provides you one or more of the following benefits:

Software Access: Access to the supported versions of the Software.

Software Maintenance: Access to updates, upgrades, corrections, security advisories and bug fixes for the Software, if and when available.

Support: Access to Red Hat support for issues relating to Software used for Development Purposes and/or Production Purposes (each of which is defined below).

Open Source Assurance: Purchases under this Appendix for Software Subscriptions may entitle you to participate in Red Hat's Open Source Assurance Program subject to a separate agreement, which can be viewed at www.redhat.com/legal/open_source_assurance_agreement.html.

Descriptions of Red Hat Software Subscriptions: Table 1.1 below lists the Software Subscriptions offered by Red Hat, the Unit description that is used to measure your use of each Software Subscription and a link to the End User License Agreement that governs your use of the Software. Be sure to read the information contained at the links in Table 1.1 below so that you understand your rights and obligations. The Exhibits listed in Table 1.1 contain additional information concerning the scope of the Software Subscriptions and how Red Hat provides Subscription Services to you.

Table 1.1

Software Subscription	Unit Description (used to measure your use of Software Subscriptions) and End User License Agreement	Exhibit Containing Additional Terms
Red Hat Enterprise Linux Server Red Hat Enterprise Linux for HPC Compute Nodes Red Hat Enterprise Linux for HPC Head Nodes Red Hat Enterprise Linux for Grid Node Red Hat Enterprise Linux for IBM POWER Red Hat Enterprise Linux for SAP Business Applications Red Hat Enterprise Linux Server Add-Ons: High Availability Load Balancer Resilient Storage Scalable File System Smart Management (requires RHN Satellite) Extended Update Support Extended Life Cycle Support High Performance Network Red Hat MRG Real-time Red Hat Enterprise Linux Desktop Red Hat Enterprise Linux Workstation	<p>System: a system on which you install or execute all or a portion of the Software. A System includes each instance of the Software installed or executed on, without limitation, a server, work station, laptop, virtual machine, blade, node, partition, appliance or engine, as applicable.</p> <p>Note: Additional terms regarding virtualization, disaster recovery, academic offerings and supported use cases, which may affect the types or quantities of Software Subscription you purchase, are discussed in Exhibit 1.A.</p> <p>End User License Agreement: www.redhat.com/licenses/rhel_rha_eula.html</p>	1.A
Red Hat Enterprise Linux for IBM System z	<p>IFL: an IFL, or an Integrated Facility for Linux, is a mainframe CPU dedicated to Linux workloads.</p> <p>End User License Agreement: www.redhat.com/licenses/rhel_rha_eula.html</p>	1.A
Red Hat Enterprise MRG Messaging Red Hat Enterprise MRG Platform Red Hat Enterprise MRG Execute Node	<p>CPU: a physical central processing unit or other integrated circuit that executes instructions provided by the Software.</p> <p>End User License Agreement: www.redhat.com/licenses/rhel_rha_eula.html</p>	1.A
Red Hat Enterprise Virtualization for Servers	<p>CPU: a physical central processing unit or other integrated circuit that executes instructions provided by the Software.</p> <p>End User License Agreement: www.redhat.com/licenses/rhel_rha_eula.html</p>	1.A
Red Hat Enterprise Virtualization for Desktops	<p>System: a system on which you install or execute all or a portion of the Software. A System includes each instance of the Software installed or executed on, without limitation, a server, work station, laptop, virtual machine, blade, node, partition, appliance or engine, as applicable.</p> <p>End User License Agreement:</p>	1.A

Software Subscription	Unit Description (used to measure your use of Software Subscriptions) and End User License Agreement	Exhibit Containing Additional Terms
	www.redhat.com/licenses/rhel_rha_eula.html	
JBoss Enterprise Application Platform JBoss Enterprise Web Platform JBoss Enterprise Web Server JBoss Enterprise Web Server Plus JBoss Enterprise SOA Platform JBoss Enterprise Data Services Platform JBoss Enterprise Portal Platform JBoss Enterprise Portal Platform Site Publisher (powered by EXO) JBoss Enterprise BRMS JBoss Enterprise Middleware add-on option: Management	<p>Core Band: a group of processing cores (16 or 64), where a single “Core” is (a) a physical processing core located in a CPU or (b) a virtual processing core within a virtual machine, in each case, that contains or executes the Software running for Production Purposes.</p> <p>End User License Agreement: www.redhat.com/licenses/jboss_eula.html</p>	1.B
JBoss Developer Studio	<p>System: a system on which you install or execute all or a portion of the Software. A System includes each instance of the Software installed or executed on, without limitation, a server, work station, laptop, virtual machine, blade, node, partition, appliance or engine, as applicable.</p> <p>End User License Agreement: www.redhat.com/licenses/rhel_rha_eula.html www.redhat.com/licenses/jboss_eula.html</p>	1.C

1.2 Support Subscriptions. Table 1.2 below lists the Support Subscriptions offered by Red Hat and the Unit description that is used to measure your use of the Support Subscription(s). The Exhibits listed in Table 1.2 contain additional information concerning the scope of the Support Subscriptions and how Red Hat provides Subscription Services to you.

Table 1.2

Support Subscription	Unit Description (used to measure your use of Support Subscriptions)	Exhibit Containing Additional Terms
Technical Account Management Service	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.D
Extended Update Support	System: a system on which you install or execute all or a portion of the Software. A System includes each instance of the Software installed or executed on, without limitation, a server, work station, laptop, virtual machine, blade, node, partition, appliance or engine, as applicable.	1.D
Extended Life Cycle Support	System: a system on which you install or execute all or a portion of the Software. A System includes each instance of the Software installed or executed on, without limitation, a server, work station, laptop, virtual machine, blade, node, partition, appliance or engine, as applicable.	1.D
Red Hat Enterprise Linux Developer Support	Contact: A person within the Client’s organization authorized to communicate with Red Hat’s Developer Support team.	1.D

1.3 Management Subscriptions. Table 1.3 below lists the Management Subscriptions offered by Red Hat, the Unit description that is used to measure your use of the Management Subscription(s) and a reference or link to the End User License Agreement that governs your use of the Software. Be sure to read the information contained at the links in Table 1.3 below so that you understand your rights and obligations. The Exhibits listed in Table 1.3 contain additional information concerning the scope of the Management Subscriptions and how Red Hat provides Subscription Services to you.

Table 1.3

Management Subscription	Unit Description (used to measure your use of Management Subscriptions) and End User License Terms	Exhibit Containing Additional Terms
Red Hat Network Satellite Server Red Hat Network Satellite Server Starter Pack	<p>System: a system on which you install or execute all or a portion of the Software. A System includes each instance of the Software installed or executed on, without limitation, a server, work station, laptop, virtual machine, blade, node, partition, appliance or engine, as applicable.</p> <p>End User License Terms: www.redhat.com/licenses/rhel_rha_eula.html If you install or use the optional embedded database, then you agree to comply with the terms located at www.redhat.com/licenses/satellite_embedded.html for the embedded database.</p>	1.E
Red Hat Network Proxy Server	<p>System: a system on which you install or execute all or a portion of the Software. A System includes each instance of the Software installed or executed on, without limitation, a server, work station, laptop, virtual machine, blade, node, partition, appliance or engine, as applicable.</p> <p>End User License Terms: www.redhat.com/licenses/rhel_rha_eula.html</p>	1.E
Red Hat Network Smart Management	<p>System: a system on which you install or execute all or a portion of the Software. A System includes each instance of the Software installed or executed on, without limitation, a server, work station, laptop, virtual machine, blade, node, partition, appliance or engine, as applicable.</p> <p>End User License Terms www.redhat.com/licenses/rhel_rha_eula.html</p>	1.E
Red Hat Network Monitoring Module	<p>Module: an entitlement to monitor one System.</p> <p>End User License Terms: www.redhat.com/licenses/rhel_rha_eula.html</p>	1.E
JBoss Operations Network	<p>Core Band: a group of processing cores (16 or 64), where a single “Core” is (a) a physical processing core located in a CPU or (b) a virtual processing core within a virtual machine, in each case, that contains or executes the Software running for Production Purposes.</p> <p>End User License Terms: www.redhat.com/licenses/rhel_rha_eula.html</p>	1.E
Red Hat Directory Server	<p>System: a system on which you install or execute all or a portion of the Software. A System includes each instance of the Software installed or executed on, without limitation, a server, work station, laptop, virtual machine, blade, node, partition, appliance or engine, as applicable.</p> <p>End User License Agreement: www.redhat.com/licenses/rhel_rha_eula.html</p>	1.E

1.4 Software Subscription Lifecycle. During the life cycle of Red Hat Software, the scope of Software Maintenance and Support evolves and, after a number of years, we discontinue providing Software Maintenance and Support for older versions of Software. The details of the Software Maintenance and Production Support life cycle are set forth at https://access.redhat.com/support/policy/update_policies.html. If available, you may purchase Extended Update Support and/or Extended Life Cycle Support, as described in Exhibit 1.D, to extend your Subscription Services for certain versions of Red Hat Enterprise Linux Server Software.

2. Production Support and Development Support Terms

2.1 Definitions. “Development Purposes” means using the Software for the specific purpose of developing, prototyping and demonstrating software or hardware that runs with or on the Software. “Production Purposes” means using the Software in a production environment, generally using live data and/or applications for a purpose other than development and/or prototyping software or hardware. “Supported Hardware” means the hardware and platforms that are listed at <https://hardware.redhat.com> for Red Hat Enterprise Linux subscriptions and <http://www.jboss.com/products/platforms/application/supportedconfigurations/> for JBoss Enterprise Middleware subscriptions.

2.2 Use Cases. Subscription Services are provided for Software only when used for its supported purpose (“Use Case”). If you use or deploy the Software in a manner contrary to a supported Use Case, you are responsible for purchasing the appropriate Subscription(s) to cover such usage. For example, if you are using a Red Hat Enterprise Linux Desktop Subscription as a server, you are obligated to purchase a Red Hat Enterprise Linux Server Subscription.

2.3 Support from Business Partner. Some clients obtain support for their Software Subscriptions from an authorized Red Hat Business Partner, in which case the Business Partner provides the support to the client rather than Red Hat. Sections 2.4 through 2.6 apply to you only if you have purchased Subscription Services with Support provided by Red Hat. If you have purchased Subscription Services with support provided by a Business Partner, Sections 2.4 – 2.6 do not apply to you and you should work with your Business Partner to obtain support services.

2.4 Support from Red Hat. “Development Support” consists of assistance with installation, usage, problem diagnosis and bug fixes for the applicable Software. Requests for architecture, design, development, prototyping, deployments and maintenance are not included within the scope of Development Support, but rather are available on a consulting basis under the terms of a separate agreement.

“Production Support” consists of assistance with installation, application testing, usage, problem diagnosis and bug fixes for the Software. Production Support does not include assistance with code development, system design, network design, architectural design, optimizations, tuning recommendations, development or implementation of security rules or policies, third party software made available with Red Hat Software (listed at www.redhat.com/licenses/thirdparty/eula.html), supplementary RHN channels or preview technologies.

To access and use Support, you must provide Red Hat with sufficient information to validate your entitlement to the relevant Support. The scope of the Support is based on the level (for example, Self-support, Standard or Premium) and type of Subscription Services you purchased. Certain Support is provided only during Red Hat’s local standard business hours.

2.5 Support Coverage. We do not provide Production or Development Support for Software that (a) you (or a third party) have modified or recompiled, (b) is running on hardware that is not Supported Hardware or (c) is running in an unsupported Use Case as described in an Exhibit. You are responsible for testing the Software before deploying it in your environment. You should also backup your systems on a regular basis and have those backups available if needed for support purposes.

Red Hat will use commercially reasonable efforts to provide Support in accordance with the guidelines shown in Table 2.6 below. Support is provided in the English language and may be available in other languages based on available resources. Red Hat’s Support telephone numbers and local standard business hours (**“Standard Business Hours”**) are listed at <https://access.redhat.com/support/contact/technicalSupport.html>.

2.6 Service Level Guidelines. Support is available in one or more of the following support levels, depending on the Red Hat Product: Self-support, Standard or Premium as shown in the table below. Software Access and Software Maintenance are generally provided to you through a Red Hat-hosted delivery portal, such as Red Hat Customer Portal, Red Hat Update Infrastructure (“RHUI”) Red Hat Network (“RHN”) and/or Customer Support Portal (collectively, **“Red Hat Portal”**). For Premium Support: (1) in order to receive 24x7 coverage for Severity 1 and 2 issues, you must provide a dedicated point of contact who will be available until the issue is resolved; and (2) after the Initial Response, Red Hat will provide status updates on the issue until (i) the issue is resolved; (ii) the issue is downgraded to a lower Severity Level (in which case status updates will be provided in accordance with the update guidelines applicable the new Severity Level); (iii) the parties agree on an alternative update schedule.

Table 2.6

	Self-support	Standard	Premium	
Hours of Coverage	none	Standard Business Hours	Standard Business Hours 24x7 for Severity 1 and 2	
Support Channel	none	Web and Phone	Web and Phone	
Number of Cases	none	Unlimited	Unlimited	
Software Maintenance	via Red Hat Portal	via Red Hat Portal	via Red Hat Portal	
Response Guidelines	Initial	Initial Response	Initial Response	Updates
Severity 1 (Urgent): A problem that severely impacts your use of the Software for Production Purposes (such as loss of production data or in which your production systems are not functioning). The situation halts your business operations and no procedural work around exists.	N/A	1 Business Hour	1 hour	1 hour
Severity 2 (High): A problem where the Software is functioning but your use for Production Purposes is severely reduced. For Production Purposes where the situation is causing a high impact to portions of your business operations and no procedural work around exists.	N/A	4 Business Hours	2 hours	4 hours
Severity 3 (Medium): A problem that involves partial, non-critical loss of use of the Software for Production Purposes or Development Purposes. For Production Purposes, there is a medium-to-low impact on your business, but your business continues to function, including by using a procedural work around. For Development	N/A	1 Business Day	4 Business Hours	8 Business Hours

	Self-support	Standard	Premium	
Purposes, where the situation is causing your project to no longer continue or migrate into production.				
Severity 4 (Low): A general usage question, reporting of a documentation error or recommendation for a future product enhancement or modification. For Production Purposes, there is low-to-no impact on your business or the performance or functionality of your system. For Development Purposes, there is a medium-to-low impact on your business, but your business continues to function, including by using a procedural work around.	N/A	2 Business Days	8 Business Hours	2 Business Days

Note: The guidelines set forth in Table 2.6 do not apply to the Developer Support Subscriptions described on Exhibit 1.D.



1. Unit of Measure and Purchasing Requirements for Red Hat Enterprise Linux Server

You must purchase the appropriate number and type of Software Subscription(s) for each System that deploys, installs, uses or executes Red Hat Enterprise Linux Server (including Red Hat Enterprise Linux Server for HPC Compute Nodes, for Power and for SAP) based on (1) the number of Socket-pairs and Virtual Guests; or (2) with respect to System that Red Hat sells based on the number of vCPUs, the number of vCPUs.

A “**Socket-pair**” is up to two sockets each occupied by a CPU on a System. A “**Virtual Guest**” is an instance of the Software that is executed or installed on a System that is a virtual machine. When you deploy a guest operating system in a virtualized environment, you are responsible for securing the required license rights for any third party operating systems or other software that you use. A “**vCPU**” is a Core (as defined in Appendix 1), in whole or in part, that is assigned to a Virtual Guest (aka virtual machine) that executes or processes code provided by the Software.

2. Red Hat Enterprise Linux Server Add-Ons

Red Hat Enterprise Linux Server Subscriptions may be purchased with one or more add-on options (“**Add-On(s)**”). The Add-Ons include: High Availability, Load Balancer, Resilient Storage, Scalable File System, Smart Management (requires RHN Satellite), Extended Update Support, Extended Life Cycle Support and High Performance Network.

3. Red Hat Enterprise Linux Server Support Options

Red Hat Enterprise Linux Server Subscriptions may be purchased with various levels of Production Support including Self-support, Standard and Premium Support Levels. Note that not all Production Support options are available for all Red Hat Enterprise Linux Server Subscriptions, configurations or customers. For example, Self-support is available only for (a) up to two-socket Systems; (b) up to one Virtual Guest per System; (c) Systems without Add-Ons (except Smart Management); and (d) customers who do not have a Red Hat Technical Account Manager.

4. Red Hat Enterprise Linux Server Use Cases

Subscription Services are provided for Software only when used for its supported purpose (“**Use Case**”) in accordance with the terms of this Exhibit and Table 4.1 below.

Table 4.1

Software	Supported Use Case
Red Hat Enterprise Linux Server Red Hat Enterprise Linux Server for Mainframe	Server computing, including delivery of services to other logical or physical client or server systems and the execution of multi-user applications. You may combine more than one Red Hat Enterprise Linux Server Software Subscription with the same type of support level on one System to increase the number of Virtual Guests, but may not combine Software Subscriptions to increase the number of Socket-pairs. You may not split or apply one Red Hat Enterprise Linux Software Subscription to two or more Systems.
Red Hat Enterprise Linux for IBM Power	Supports up to 15 logical partitions per System.
Red Hat Enterprise Linux for HPC Compute Nodes Red Hat Enterprise Linux for HPC Head Nodes	High performance computing (“ HPC ”) that consists of a minimum set of four Systems that are networked and managed to perform compute-intensive workloads (“ 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 nodes assume the Service Level Agreement (“ SLA ”) of the Head Node.
Red Hat Enterprise Linux for Grid Nodes	A compute “ Grid ” means a minimum of fifty (50) Socket-pairs that are networked and managed to solve workloads with the following characteristics: (a) all the nodes in the group of systems have the same Red Hat Enterprise Linux configuration, (b) the group of systems is running a single application or is controlled by a single job scheduler, (c) the workloads are sent to the group of systems by a job scheduler, (d) the workloads are maintained in a single distributed application across the nodes in the group of systems, (e) the workloads are non-interactive, and (f) the production outage of the complete group of systems is defined as 30% of the nodes in the group of systems being unable to run the workload. The nodes in Grid are not running databases, web

Software	Supported Use Case
	applications, load balancing, or file services.
Add-Ons: High Availability, Load Balancer, Resilient Storage, Scalable File System, Extended Update Support, Extended Life Cycle Support and High Performance Network	Only supported on active Standard and Premium level Red Hat Enterprise Linux Server Software Subscriptions.
Red Hat Enterprise Linux Server used as a Virtual Guest	Virtual Guests may be pooled or shared on any other System that has the same support level (Self-supported, Standard or Premium) of Software Subscription(s) for Red Hat Enterprise Linux Server, provided that (1) you do not exceed the total number of Virtual Guests associated with the underlying Software Subscriptions and (2) Software Subscriptions that include unlimited Virtual Guests can be shared only with Systems that have the same unlimited Virtual Guest Subscription(s). Note: When you use Red Hat Enterprise Virtualization or third party software as a host operating system or hypervisor, you must purchase separate Software Subscriptions for each host System running the Virtual Guest.
Red Hat Enterprise Linux for Disaster Recovery	Systems 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 Appendix 1, Section 2.6.

5. Red Hat Enterprise Virtualization for Servers Use Cases

Subscription Services are provided for Red Hat Enterprise Virtualization for Servers only when used for its supported Use Case in accordance with the terms of this Exhibit and Table 5 below.

Table 5

Software	Supported Use Case
Red Hat Enterprise Virtualization for Servers	Server computing on physical hardware solely to support virtual guests. Red Hat Enterprise Virtualization for Servers is designed to run and manage virtual guests and does not support user-space applications.

6. Red Hat Enterprise Linux Desktop Software Subscriptions

Software Subscriptions for Red Hat Enterprise Linux Desktops and Workstations are subject to the parameters set forth in Table 6 below. Each Red Hat Enterprise Linux Desktop and Workstation Software Subscription includes one Red Hat Network system entitlement and one Smart Management Module, each to be used solely with a single Red Hat Enterprise Linux Desktop or Workstation System. Production Support for Red Hat Enterprise Linux Desktop subscriptions is limited to web-based support only for your helpdesk support personnel. Red Hat is not obligated to support your end users directly.

Table 6

	Desktop	Workstation
Maximum CPUs (defined in Appendix 1) supported	1	2
Maximum memory supported	8GB	Unlimited
Number of Virtual Guests supported	1	1
Includes open source server applications (e.g., Apache, Samba, or NFS), supported for use on personal systems for testing and development purposes or to share data with peers	No	Yes
Includes the Red Hat Enterprise Linux software development stack	No	Yes

6.1 Red Hat Enterprise Linux Desktop, Red Hat Enterprise Linux Workstation, and Red Hat Enterprise Virtualization for Desktops Use Cases.

Subscription Services are provided for Red Hat Enterprise Linux Desktop and Workstation only when used for its supported Use Case in accordance with the terms of this Exhibit and Table 6.1 below.

Table 6.1

Software	Supported Use Case
Red Hat Enterprise Linux Desktop Red Hat Enterprise Linux Workstation Red Hat Enterprise Virtualization for Desktops	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. Note: Deploying the associated Red Hat Network system entitlements or Smart Management Modules on a system other than Red Hat Enterprise Linux Desktop or Workstation, as applicable, is not a supported Use Case.

7. Red Hat Enterprise MRG

All MRG Software Subscriptions require an equal number of active Red Hat Enterprise Linux Server Subscriptions, Red Hat Enterprise Linux HPC Head Nodes and/or Red Hat Enterprise Linux HPC Compute nodes with matching Standard or Premium Support levels for each System.

- 7.1 **Red Hat Enterprise MRG Use Cases.** Subscription Services are provided for Red Hat Enterprise MRG only when used for its supported Use Case in accordance with the terms of this Exhibit and Table 7.1 below.

Table 7.1

Software	Supported Use Case
MRG Messaging	Only systems running operating environments identified at www.redhat.com/mrg/hardware as MRG Messaging compatible will be supported.
MRG Realtime	Only systems running (a) operating environments identified at www.redhat.com/mrg/hardware as MRG Realtime compatible and (b) hardware systems identified as MRG Realtime certified at https://hardware.redhat.com will be supported.
MRG Platform	Only systems running operating environments identified at www.redhat.com/mrg/hardware as MRG Grid scheduler compatible will be supported.
MRG Execute Node	Only systems (a) running operating environments identified at www.redhat.com/mrg/hardware as MRG Execution Node compatible and (b) that are used as computing nodes managed by MRG Platform will be supported. Only supported on active Standard and Premium level Red Hat Enterprise Linux Server Software Subscriptions.

8. Red Hat Enterprise Linux – Academic Edition

Software Subscriptions for Red Hat Enterprise Linux – Academic Editions are subject to the additional terms and conditions, including Use Cases set forth below.

Table 8.1

Software	Supported Use Case
Red Hat Enterprise Linux – Academic Edition	<p>Red Hat Enterprise Linux – Academic Edition subscriptions are supported for use by 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 (e) laboratories for software development use.</p> <p>Note: When you use Red Hat Enterprise Linux – Academic Edition for non-qualified academic purposes, standard Red Hat subscription rates apply.</p>

9. Production Support Contacts

For the Software Subscriptions described in this Exhibit, you may contact Red Hat through your designated Production Support Contacts. You may designate up to the number of contacts described in Table 9 below based on the number of Standard and Premium Software Subscriptions you have purchased. We will provide Subscription Services to you solely by communicating during the Hours of Coverage (set forth in Appendix 1, Table 2.6) with the individual Production Support Contact(s) you appoint. For Premium Support, in order to receive 24x7 coverage for Severity 1 and 2 issues, you must provide a dedicated point of contact who will be available until the issue is resolved.

Table 9

Number of Standard and Premium Software Subscriptions	Production Support Contacts
1 to 50	2
51 to 100	4
101 to 250	6
251 to 500	8
501 to 1000	10
1001 and over	12

You may change your designated support contacts by notifying us in writing and giving us five business days to process the change. The Support Contacts should have “read and write” access to the necessary files, English language communication skills and relevant technical knowledge.

EXHIBIT 1.B JBoss Enterprise Middleware Software Subscriptions



1. JBoss Enterprise Middleware Software Subscriptions

1.1 **JBoss Enterprise Middleware Software Subscription Overview.** When you purchase a Software Subscription to JBoss Enterprise Middleware (such as JBoss Enterprise Application Platform), you will receive:

- Software Access for the JBoss Enterprise Middleware Software Subscription that you purchased (such as JBoss Enterprise Application Platform in the example above) and access to certain additional JBoss Enterprise Middleware software code (we refer to this additional code as the “**Supplemental JBoss Software**”), subject to the Supplemental JBoss Software Conditions described in Section 1.2 below;
- Production and Development Support for the JBoss Enterprise Middleware Software Subscription(s) product that you purchased (again, JBoss Enterprise Application Platform in the example above) but not for the Supplemental JBoss Software; and
- Software Maintenance for both the JBoss Enterprise Middleware Software Subscription product that you purchased and for the Supplemental JBoss Software, subject to the Supplemental JBoss Software Conditions below.

1.2 **Supplemental JBoss Software Conditions.** Software Access and Software Maintenance for Supplemental JBoss Software is intended and available for Development Purposes only and for up to 25 users for each 16 Core Band Subscription of JBoss Enterprise Middleware Software that you purchased. If you deploy or use the Supplemental JBoss Software for Production Purposes or for more than 25 users, you agree to purchase the appropriate Software Subscriptions for each Unit that you deploy or use. Red Hat’s Open Source Assurance Program applies only to the JBoss Enterprise Middleware Software Subscription that you purchased (such as JBoss Enterprise Application Platform in the example above) and does not apply to Supplemental JBoss Software.

1.3 **JBoss Enterprise Middleware Management and Support Options.** JBoss Enterprise Middleware Subscriptions may be purchased (a) as stand-alone products or, in some cases, as managed offerings and (b) with either Standard or Premium Support.

1.4 **JBoss Enterprise Middleware Use Cases.** Subscription Services are provided for JBoss Enterprise Middleware Software Subscriptions only when used for its supported purpose (“**Use Case**”) as set forth at: <https://access.redhat.com/support/offerings/jboss/>.

2. JBoss Enterprise Middleware Support Contacts

For the JBoss Enterprise Middleware Software Subscriptions described in this Exhibit, you may contact Red Hat through your designated Support Contacts. You may designate up to the number of contacts set forth in Table 2 below based on the number of Cores you have purchased. We will provide support to you solely by communicating during the Hours of Coverage (set forth in Appendix 1, Table 2.6) with the individual Support Contact(s) you appoint. For Premium Support, in order to receive 24x7 coverage for Severity 1 and 2 issues, you must provide a dedicated point of contact who will be available until the issue is resolved.

Table 2 - JBoss Enterprise Middleware Support Contacts

Number of Cores Purchased	Support Contacts
16	1
32	2
48	3
64	4
80	5
96	6
112	7
128	8
144	9
160 and over	10

You may change your designated Support Contacts by notifying us in writing and giving us five business days to process the change. The Support Contacts should have “read and write” access to the necessary files, English language communication skills and relevant technical knowledge.

**EXHIBIT 1.C
DEVELOPER SUBSCRIPTIONS**



1. JBoss Developer Studio Subscriptions

JBoss Developer Studio Portfolio Edition provides an open source development environment that includes Eclipse, Eclipse Tooling and JBoss Enterprise Middleware platforms. JBoss Developer Studio Portfolio Edition also includes one entitlement to a Red Hat Enterprise Linux Software Subscription, with built-in development tools and access to Software Maintenance, but no Development or Production Support.

If you use any of the Subscription Services or Software associated with JBoss Developer Studio Portfolio Edition for Production Purposes, or use the Red Hat Enterprise Linux Software Subscription entitlement independently of your use of the JBoss Developer Studio Subscription, you agree to purchase the applicable number of Units of the applicable Software Subscription. Red Hat does not provide Production Support or Development Support for JBoss Developer Studio Portfolio Edition.

2. JBoss Developer Studio Portfolio Edition Use Cases.

Subscription Services are provided for JBoss Developer Studio only when used for its supported Use Case in accordance with the terms of this Exhibit and Table 2 below.

Table 2

Software	Supported Use Case
JBoss Developer Studio Portfolio Edition	Subscription Services for JBoss Developer Studio Portfolio Edition are available for Development Purposes only.

EXHIBIT 1.D OPTIONAL 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, 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:

- access to Red Hat’s technology and development plans, including beta testing and bug/feature escalation,
- weekly review calls,
- two on-site technical review visits per year,
- up to four Support Contacts,
- quarterly service performance metrics via the TAM electronic dashboard, and
- a subscription to Red Hat’s TAM monthly newsletter.

1.1 TAM Service Coverage.

Each TAM Service Subscription will be limited to certain parameters (that is, a region, a customer team or a product line) and will be listed in the Order Form and, if not listed, the TAM parameters will be established upon the initiation of the TAM Service.

- Regions: North America, EMEA, Asia-Pacific (excluding Japan) or Japan.
- Customer Team: The customer team supported by the TAM, such as your development team, your system administration team, your support team, etc.
- Red Hat Product Line: The supported Red Hat product line, such as the Red Hat Enterprise Linux product line or the JBoss Enterprise Middleware product line.

1.2 TAM Service Level

Hours of Coverage. The TAM Service is offered between 9 a.m. and 5 p.m. 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).

Engagement of the TAM Representative Outside of Red Hat Standard Business Hours. If you have purchased Premium Red Hat Software Subscriptions, you will receive 24x7 Support for Severity 1 issues through Red Hat’s 24x7 Production Support teams and not necessarily from your assigned TAM representative. Red Hat’s 24x7 Production Support team will be responsible for addressing issues, but will consult with your TAM representative, as your TAM representative is available, for advice and to gain a better understanding of your infrastructure, environment and specific needs. If you have purchased multiple TAM Service Subscriptions in each of Red Hat’s primary Support Regions, you will receive the benefit of extended TAM Service coverage hours, but you should follow the same process and contact the Red Hat 24x7 support numbers at <https://access.redhat.com/support/contact/technicalSupport.html>.

2. Extended Update Support (“EUS”)

EUS Support Subscriptions are incremental add-on subscriptions for certain minor versions of Red Hat Enterprise Linux that provide longer maintenance and support cycles (“EUS Cycle”) for those specific versions on Systems covered by EUS Support Subscriptions. EUS provides certain security and priority bug fixes for these specific versions during the associated EUS Cycle as set forth at www.redhat.com/security/updates.

3. Red Hat Enterprise Linux (“RHEL”) Extended Life Cycle Support Software Subscriptions

RHEL Extended Life Cycle Support Subscriptions (“RHEL ELS”) provide limited Software Maintenance and Production Support after Red Hat’s published End of Life date for certain RHEL versions and requires a separate, active RHEL Software Subscription per System. RHEL ELS support is not provided under standard RHEL Subscriptions. RHEL ELS is an Add-On subscription to the your active, standard Software Subscription for Red Hat Enterprise Linux and provides Extended Life Cycle Support for Red Hat Enterprise Linux as set forth at <https://access.redhat.com/support/policy/updates/errata/>.

3.1. Limited Maintenance and Production Support

RHEL ELS entitles you to receive Software Maintenance and Production Support for Severity 1 and 2 problems as defined in Appendix 1 on x86 architectures, but only for a limited set of software components excluding those listed at http://www.redhat.com/rhel/server/extended_lifecycle_support/exclusions/. ELS Software Maintenance provides Software Updates that Red Hat considers 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 beyond the end of its regular seven (7) year life cycle. The ELS stream will be maintained for an additional three (3) years immediately after the end-date of the regular life cycle of the relevant release (extending the potential life cycle to ten (10) years).

Software fixes that are tested and approved for RHEL will be made available to Systems that are registered with active RHEL ELS Subscriptions, but will not be made available for other RHEL Subscriptions. Red Hat will only provide one code base for RHEL ELS and will not make functional enhancements to versions RHEL in the ELS cycle.

3.2 RHEL ELS Unsupported Components

RHEL ELS covers components as supported prior to the end of the life cycle but does not cover the following (in addition to those noted in Section 3.1 above):

- Desktop applications;
- Red Hat Cluster Suite;
- The content of the Extras channel;
- Independent layered or Add-on products such as Directory Server, Satellite, JBoss or Scalable File System; and
- Red Hat reserves the right to exclude additional packages for security reasons.

3.3 RHEL ELS Content Delivery

RHEL ELS content is delivered through separate Red Hat Network base channels for the specific release and corresponding child channels if applicable. Customers will have to install a modified redhat-release package downloaded from Red Hat Network to subscribe a system to a RHEL ELS channel.

4. Red Hat Enterprise Linux Developer Support Subscriptions

For each Red Hat Enterprise Developer Support Subscription that you purchase, during the term of the subscription Red Hat provides you with (a) access to the supported versions of the 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 Purposes and (ii) advice concerning application architecture, application design, industry practices, tuning and application porting. Use of Developer Support Subscriptions for Production Purposes is not a supported use case. If you use any of the Subscription Services associated with Red Hat Enterprise Linux Developer Support for Production Purposes, you agree to purchase the applicable number of Units of the relevant Software Subscription with Production Support.

The Red Hat Enterprise Linux Developer Support Subscription does not include support for (a) modified software packages, (b) wholesale application debugging, nor (c) for software included in the Red Hat Extras repository, supplementary RHN channels or preview technologies, including but not limited to software obtained from community sites. If Red Hat determines that any of the Developer Support Subscription services or software provided hereunder are being used to support software obtained from community sites, Red Hat may, without limiting its other rights or remedies, immediately suspend performance and/or terminate the Agreement.

4.1 Red Hat Developer Support Subscription Levels. You may purchase the following types of Developer Support Subscriptions: (a) Red Hat Enterprise Linux Developer Support Professional or (b) Red Hat Enterprise Linux Developer Support Enterprise, in each case as described in Table 4.2 below and as set forth herein.

4.2 Red Hat Developer Support Subscription Level Guidelines. Red Hat will use commercially reasonable efforts to provide Developer Support in accordance with the guidelines set forth in Table 4.2. Red Hat's technical support telephone numbers and Standard Business Hours are listed at <https://access.redhat.com/support/contact/technicalSupport.html>. For Developer Support Subscriptions, you may contact Red Hat through your designated Developer Support Contact(s). You will receive the one (1) Developer Support Contact and may purchase additional Developer Support Contacts. We will provide Developer Support to you solely by communicating during the Hours of Coverage with the individual Developer Support Contract(s) you appoint. Developer Support Subscriptions are intended for Development Purposes only. If you use any of the Subscription Services associated with these subscriptions for Production Purposes, you agree to purchase the applicable number of Units of the relevant Software Subscription with Production Support.

Table 4.2

	Red Hat Enterprise Linux Developer Support Professional	Red Hat Enterprise Linux Developer Support Enterprise
Supported Software	Red Hat Enterprise Linux	
Hours of Coverage	Standard Business Hours	
Support Channel	Web and phone	
Number of Support Requests	Unlimited	
Number of Developers with Access to Software Maintenance	25 developers	
Response Guidelines	2 Business Days for all issues	4 Business Hours for all issues

EXHIBIT 1.E MANAGEMENT SUBSCRIPTIONS



1. Software Delivery Services

- 1.1 Red Hat Hosted Software Delivery Services.** This Exhibit 1.E describes the optional Management Subscriptions for the Software Access and Software Maintenance Services which are generally provided to you through a Red Hat Portal.
- 1.2 On Premise Software Delivery Options.** RHN Satellite Server provides a delivery mechanism within your network for Software Access and Software Maintenance Services for systems running Red Hat Enterprise Linux (and other Red Hat-branded applications). Each RHN Satellite Server includes one Premium level Software Subscription to Red Hat Enterprise Linux Server, which is supported solely in connection with the RHN Satellite Server. JBoss Operations Network provides a delivery mechanism within your network for Software Access and Software Maintenance Services for systems running JBoss Enterprise Middleware Software. Please note that using Subscription Services to support or maintain any non-Red Hat Software products is not permitted.
- 1.3 Management Subscriptions.** You may purchase the following optional Management Subscriptions to manage your Red Hat Software Subscriptions through RHN, RHN Satellite Server or JBoss Operations Network:
- RHN Proxy Server (optional extension of RHN Satellite Server)
 - RHN Smart Management (may be used with or without RHN Satellite)
 - RHN Monitoring Module (may only be used with RHN Satellite Server)
 - JBoss Monitoring Module (may be used with JBoss Operations Network)

2. Supported Uses

Subscription Services are provided for RHN Satellite Server and Red Hat Proxy Server Management Subscriptions only when used for their supported purposes (“Use Case”) in accordance with the terms of this Exhibit and Table 2 below.

Table 2

Software	Supported Use Case
RHN Satellite Server and RHN Proxy Server	Red Hat does not provide Subscription Services for RHN Satellite Server or RHN Proxy Server when used on a System that is not a server.
RHN Satellite Server Starter Pack	Red Hat does not provide Subscription Services for RHN Satellite Server Starter Pack when used to manage more than 50 Systems.

3. Red Hat Directory Server Software Subscriptions

The Service Level(s) (set forth in Appendix 1, Section 2) for Directory Server is determined by the Service Level of the Red Hat Enterprise Linux Subscription for the System 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).

- 3.1 Red Hat Directory Server Use Cases.** Subscription Services are provided for Red Hat Directory Server only when used for its supported Use Case in accordance with the terms of this Exhibit and Table 3.1 below.

Table 3.1

Software	Supported Use Case
Red Hat Directory Server	A Replica Red Hat Directory Server must have an active Software Subscription for a Master Red Hat Directory Server and Red Hat Directory Server must be installed on a server and not on Red Hat Enterprise Linux Desktop, HPC or Workstation.