

This Product Appendix (including any Exhibits) governs your use of the Professional Services and is subject to the Red Hat Enterprise Agreement General Terms available at <http://www.redhat.com/agreements> or, as applicable, other base agreement between you and Red Hat. Capitalized terms without definitions in this Product Appendix have the meaning defined in the base agreement. In the event of a conflict between this Product Appendix and the base Agreement, the terms of this Product Appendix 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.

1. Transaction Details and Structure

- 1.1 Background.** Red Hat provides consulting services to assist with the use, configuration, implementation, installation or other consulting services in relation to Red Hat Products and associated open source technology (the “**Professional Services**”).
- 1.2 Purchasing.** This Product Appendix governs Red Hat Professional Services purchased directly from Red Hat or indirectly from a Business Partner. Professional Services are sold based on a certain metric or “**Unit**”. The applicable Unit will be set forth in this Product Appendix or in the Exhibit 3.A to Appendix 3: Professional Services, attached to the Order Form. Transactional details (e.g. fees, invoicing, payment terms and expenses) will be set forth in the Exhibit 3.A attached to Order Form between you and Red Hat and will only apply to direct transactions with Red Hat. For indirect purchases through Business Partners, Red Hat will sell the Professional Services to Business Partners via an Order Form with the Business Partner for resale to you, and the transaction details for your indirect purchases through Business Partners are determined by you and the Business Partner.
- 1.3 Red Hat as your Professional Services Subcontractor.** If Red Hat is acting as your subcontractor (a “**Subcontracting Engagement**”), then this Product Appendix, the Order Form and the Agreement will apply as between you and Red Hat with regard to Red Hat’s provision of the Professional Services. Red Hat will provide the Professional Services for the Subcontracting Engagement to you for your client’s project. Any agreement that you enter into with your client is solely between you and your client.
- 1.4 Professional Services.** If you purchase Red Hat Professional Services, the terms set forth in Exhibit 3.A also apply, except as specifically set forth in this Product Appendix.
- 1.5 Consulting Subscriptions.** If you purchase a Red Hat Professional Services Consulting Subscription, the terms set forth in Exhibit 3.B, attached to this Product Appendix, also apply. The terms of Exhibit 3.A do not apply to Consulting Subscriptions.
- 1.6 Consulting Units.** If you purchase Red Hat Consulting Units, the terms set forth in Exhibit 3.C, attached to this Product Appendix, also apply. The terms set forth in Exhibit 3.A also apply to redemption of the Consulting Units, but not to their purchase.

2. Scope of Professional Services.

- 2.1 Task Lists.** Red Hat will perform the Professional Services to assist you with the tasks set forth in: (a) the Task List in the Exhibit 3.A attached to the Order Form between you and Red Hat or between the Business Partner and Red Hat, as applicable or (b) the Consulting Subscription Tasks in Exhibit 3.B. Red Hat will assign consultants (“**Consultants**”) to carry out the Professional Services. The Professional Services are limited to the number of Units of Professional Services and to the Term set forth in the Purchase Summary of the Order Form between you and Red Hat or between the Business Partner and Red Hat, as applicable. The overall responsibility regarding the successful use of the Professional Services rests with you.
- 2.2 Out of Scope Items.** The tasks set forth and described in Exhibit 3.A or in Exhibit 3.B, as applicable, are the sole tasks with which Red Hat will provide assistance, and the Professional Services will not include any further tasks or other features, including without limitation, the items described as “Out of Scope Items” in Exhibit 3.A attached to the Order Form between you and Red Hat or between the Business Partner and Red Hat, as applicable.
- 3. Management.** If stated in the purchase summary of the Order Form or, for Red Hat Consulting Subscriptions, as set forth in Exhibit 3.B, Red Hat will assign a project manager or program manager or other manager (“**Management**”). Management may be set forth in more detail in Exhibit 3.A attached to an Order Form between you and Red Hat or between the Business Partner and Red Hat, as applicable. Management will include gathering your requests, directing the Consultants and providing periodic updates as mutually agreed.
- 4. Customer Engagement Report.** If a Customer Engagement Report will be provided as agreed in Exhibit 3.A attached to the Order Form between you and Red Hat or between the Business Partner and Red Hat, as applicable, then the Red Hat Consultants will prepare a site-specific engagement summary, in collaboration with you, listing the tasks or a high level description of the Professional Services performed by Red Hat, designed to capture, to the extent applicable:
- (a) Consultants and your engagement participants;
 - (b) An executive summary of goals, objectives, and ongoing issues or dependencies;
 - (c) An overview of engagement purpose and approach;
 - (d) Implementation details and verification;
 - (e) A summary of knowledge transfer topics by Consultants; and
 - (f) Technical next steps with Red Hat suggestions.

5. Dependencies and Assumptions.

- 5.1 Your cooperation is required for Red Hat to perform the Professional Services and you agree to provide the following:
- (a) Timely access to reasonably requested accurate and complete information related to the Professional Services.
 - (b) Adequate workspace, network connectivity, telephone and internet access. VPN access to Red Hat's internal network, from the Consultant's laptop, is required in order to provide the Professional Services to you.
 - (c) You are responsible for the actual content of any of your data files, the selection and implementation of controls on access and use, security of your stored data and whether any such data remains retrievable speedily and economically.
 - (d) You are responsible for ensuring that you have appropriate backup, security and virus-checking procedures in place for any computer files that you provide or which may be affected by the Professional Services.
 - (e) You are responsible for ensuring that all software provided by you in connection with the project is properly licensed to you, including permitted use by Red Hat to the extent applicable, and that you have all appropriate Subscriptions for Red Hat Software.
 - (f) Any additional or modified Dependencies and Assumptions as set forth in Exhibit 3.A attached to the Order Form between you and Red Hat or between the Business Partner and Red Hat, as applicable.
- 5.2 Should any dependency or assumption set out or referred to in Section 5.1 prove to be invalid or should it not be possible for you to carry out any of your obligations under this Product Appendix, Red Hat will be entitled to equitable adjustments to the Professional Services and/or fees for the Professional Services, and may charge on a time and materials basis using Red Hat's then applicable standard rates (including charging standard rates to the Business Partner for indirect purchases) for any resulting additional work or waiting time. This also applies for any delays and additional work required which was not caused by Red Hat.
6. **Availability and Location.** Unless otherwise agreed by the parties in writing, Professional Services and Management will be carried out Monday through Friday, between the hours of 8:00 a.m. – 7:00 p.m. in the Consultant's and Manager's local time zone, subject to the applicable Red Hat business hours where the Consultants and/or Managers are employed or located. Professional Services or Management outside of the hours above, work on weekends or on Red Hat-recognized holidays must be pre-approved in writing by Red Hat. The schedule of working hours, direction and organizational management of the individual Consultant(s) and Managers within the above availability will be solely and entirely managed by Red Hat. Professional Services will be performed at the your site (or your client's site in a Subcontracting Engagement) located at the "Ship-to" address shown in the Order form or a remote location. If applicable, any documentation may be prepared remotely at Red Hat's discretion.
7. **Red Hat Personnel and Subcontractors.** Consultants and Managers will be employees or subcontractors of Red Hat who act at the direction and under the control of Red Hat. The Consultants will not be deemed your employees, staff or contingent workers for any purpose whatsoever and nothing a Consultant creates is a "work for hire" for you. Consultants will not be obligated to sign any agreements with you in their individual capacity. Red Hat may, at its sole discretion, choose to assign different personnel to the Consultant or Management positions during the term of the Professional Services. Upon request, Red Hat will disclose its use of subcontractors to perform the Professional Services. Red Hat shall remain responsible for its obligations under this Product Appendix notwithstanding any such use of subcontractors.
8. **Information and Access.** If you provide Consultants with unescorted access to your facilities or if you issue credentials to Consultants for access to your network and computing resources to facilitate the Professional Services, Red Hat will require Consultants to comply with your rules concerning access to your site and systems, provided that such rules are communicated to Red Hat in writing reasonably in advance of Consultants having such access and do not require any out of pocket expenses from Red Hat. Red Hat will also have confidentiality provisions with Consultants that require them to comply with the confidentiality provisions of the base agreement with respect to your Confidential Information (as defined in the Agreement).
9. **Intellectual Property Ownership and Licensing.** Pre-existing intellectual property owned by either party (or your client in a Subcontracting Engagement) remains the property of that party. Nothing in this Product Appendix transfers ownership of intellectual property. Red Hat uses an open source development model and any software created by Consultants under this Product Appendix will be licensed under an open source software license. Any modifications to or derivatives of open source software will be licensed under the applicable open source license(s) for that software. To the extent that any part of the Professional Services is not software (e.g., reports, templates, or presentations) and is not subject to an open source license, Red Hat grants to you (or your client in a Subcontracting Engagement) the necessary rights to use such content for internal business purposes. Nothing in this Product Appendix alters the confidentiality responsibilities of either party.

The following terms apply to Consulting Subscriptions:

1. **Red Hat Products.** The Consulting Subscription consists of assistance with the Consulting Subscription Tasks set forth in Section 5 below together with the Management as per section 2 below. A Consulting Subscription is provided on either a dedicated or shared basis, as set forth in the Purchase Summary of the Order Form (if the Purchase Summary of the Order Form does not state “dedicated”, the Consulting Subscription will be provided on a shared basis). One Unit of the dedicated Consulting Subscription consists of the assignment of one Consultant by Red Hat to the Consulting Subscription Tasks for eight (8) hours (in France 7 hours) per day five (5) days per week during the term of the Consulting Subscription, and one Unit of the shared Consulting Subscription consists of the assignment of one shared Consultant by Red Hat to the Consulting Subscription Tasks for twelve (12) hours per week during the term of the Consulting Subscription, excluding public holidays, Red Hat holidays and Consultant/Manager time off (at the location where the respective Consultant is employed). The term of a Consulting Subscription will not exceed one (1) year. The Consulting Subscription Tasks will be provided with regard to one or more of the following Red Hat Products, as set forth in the Purchase Summary of the Order Form: Red Hat Enterprise Linux, Red Hat OpenShift Container Platform, or Red Hat Ansible Automation Platform.
2. **Management.** Red Hat will provide Management to remotely coordinate your requests for assistance with Consulting Subscription Tasks, provide direction to the Consultant and submit reports to your designated point of contact for the Consulting Subscription. Management is calculated with four (4) hours per week and will include the following:
 - 2.1. **Preparation**
 - a. Coordinate kick-off and onboarding meetings between you and Consultant(s).
 - b. Work with you to establish the working norms.
 - c. Work with you to establish a communication plan between you and Consultant(s)
 - 2.2 **Scope, Plan and Monitoring**
 - a. Work with you to determine your key objectives with respect to the Consulting Subscription Tasks and your project
 - b. Assist with the process for change requests as set forth in an Order Form
 - c. Regularly monitor the status of the Consulting Subscription Tasks
 - d. Prepare regular briefings on the status of the Consulting Subscription Tasks
 - e. Assist in identifying potential Consulting Subscription Task related issues or blockers
 - 2.3 **Governance and Communication**
 - a. Coordinate with Red Hat resources to align with your project schedule
 - b. Coordinate with you and team members
 - c. Update you on close down of the Professional Services with respect to your project upon expiration of the Term as set forth in the Purchase Summary of the Order Form
3. **Information and Access for the Consulting Subscriptions.** You agree to provide Red Hat with any applicable Information and Access from Section 10 of the Product Appendix required to commence the Professional Services described in this Exhibit 3.B Red Hat Consulting Subscriptions no later than five business days after the Effective Date of the applicable Order Form.
4. **Expenses.** Out-of-pocket expenses incurred by the Consultant hereunder, such as travel (for up to two (2) on-site visits), lodging, food, transportation, and other expenses are included in the Consulting Subscription. The Management services set forth in Section 2 do not include any travel or expenses, and any travel or expenses will need to be mutually agreed in writing.
5. **Consulting Subscription Tasks.** The Consulting Subscriptions tasks consist of the following:

Consulting Subscription	Consulting Subscriptions Tasks
Enterprise Engineer	<ul style="list-style-type: none"> • Technical assistance and problem resolution related to Red Hat Products. • Informal mentoring, general knowledge sharing, and configuration of Red Hat Products. • Up to two Red Hat Software architectural reviews and implementation planning sessions. • Up to two (2) on-site visits at your site

<p>Architect</p>	<ul style="list-style-type: none"> • One architectural review and design of an enterprise architecture as it relates to Red Hat Products and how they fit. • Workshop(s) covering technical and business areas that are helpful for realizing value from Red Hat Products and open source technology. • Acceleration and reinforcement of skills from Red Hat Training Services. • Insights into additional areas for leveraging open source technology in your environments. • Up to two (2) on-site deep dives to examine the current state architecture and iterative development of forward-looking plans (roadmaps) based on your needs and current/future Red Hat Products. • Your architecture and roadmap alignment. • Planning related to your architecture and road mapping.
<p>Program Lead</p>	<ul style="list-style-type: none"> • Provide consultative guidance and planning support for execution of projects making use of Red Hat Software and Services. • Recommendations for Red Hat Training Services. • Insights into additional areas for leveraging open source technology in your environments. • Remote deep dives to examine the current state architecture and iterative development of forward-looking plans (roadmaps) based on your needs and current/future Red Hat Products. • Planning related to client architecture and road mapping.

The following terms apply to Consulting Units:

1. **Red Hat Products. “Consulting Units”** are credits that may be redeemed by you for Red Hat Professional Services as set forth in this Product Appendix 3 and the Redemption Tables located at <https://www.redhat.com/en/services/consulting/units>. To redeem Consulting Units, contact a Red Hat sales representative or consulting representative and follow the steps in Section 4 below.
2. **Ordering and Redemption.** Consulting Units can be purchased via an Order Form, either by you or by a Business Partner for resale to you, and can be redeemed by you using a separate Order Form With an attached Exhibit 3.A in accordance with Section 4 below. Consulting Units may be redeemed only by you and only for your internal consumption.
3. **Use of Consulting Units.** Consulting Units: (a) are non-refundable, (b) are non-transferable, (c) may not be redeemed for cash or credit, (d) must be used as whole credits, (e) cannot be combined with any other discounts, special offers or coupons, (f) cannot be pro-rated and (g) can only be redeemed in the same geographic region and currency as purchased. United States Government Clients (or Business Partners acting on behalf of the United States Government) may not purchase Consulting Units.
4. **Consulting Unit Redemption.** Payment for Consulting Units must be received by Red Hat in full, either from you or the Red Hat Business Partner, as applicable, prior to the provision of the associated Professional Services. The following terms apply to the redemption of Consulting Units:
 - 4.1 You agree to participate in a scoping call with Red Hat's designated Professional Services representative for the Red Hat Professional Services engagement for which you intend to redeem Consulting Units (the “**Engagement**”).
 - 4.2 Red Hat will provide an Order Form (which may also be labeled “Redemption Form”) for redemption of the Consulting Units containing a Purchase Summary (which may also be labeled “Redemption Summary”) containing: (i) the number of Consulting Units of Professional Services that will be provided for the Engagement under “Total Fee” (notwithstanding the terms “Purchase Summary” and “Total Fee”, the Order Form for redemption will not constitute a new purchase and no additional fees will apply to Consulting Unit redemption) and (ii) the Consultant category(ies) (e.g., “Senior Consultant”) to be assigned to carry out the Professional Services. The Order Form for redemption will also have an Exhibit 3.A attached containing scope and transaction details applicable to the Engagement. The Consultant categories and the number of Consulting Units needed to be redeemed for each Consultant category may vary depending on the scope of the Professional Services.
 - 4.3 You will review the scope for the Professional Services contained in Exhibit 3.A and the quantity of Consulting Units to redeem contained in the Order Form, and you will agree by executing the Order Form with Exhibit 3.A attached and returning it to Red Hat.
 - 4.4 Consulting Units may only be redeemed for a minimum Engagement duration of (40) hours of Professional Services.
 - 4.5 Consulting Units may only be redeemed for Red Hat’s Professional Services. Red Hat has the sole discretion to determine where and when the Consulting Units can be redeemed. Consulting Units may not be redeemed or applied towards Red Hat Training or any other Red Hat products or services.
 - 4.6 Consulting Units must be redeemed within the applicable term set forth in the Order Form for purchase of such Consulting Units between you and Red Hat or the Red Hat Business Partner, as applicable, and in no case more than twelve (12) months from the date you or the Red Hat Business Partner purchased such Consulting Units from Red Hat. Any Consulting Units not redeemed during such period will expire and be forfeited.
 - 4.7 Any unused and unexpired Consulting Units (purchased on one or more Order Forms) may be combined for redemption of Consulting Units, provided that such Consulting Units are redeemed within twelve (12) months from the earliest date you or the Red Hat Business Partner purchased any portion of such Consulting Units from Red Hat.
 - 4.8 Consulting Units may not be redeemed by a Red Hat Business Partner on your behalf, even if such Consulting Units were purchased from such Business Partner.