



PRODUCT APPENDIX 4 RED HAT ONLINE SUBSCRIPTION SERVICES

This Product Appendix describes the Red Hat Online Subscription Services set forth in Exhibit A and incorporates additional terms applicable to the use of Red Hat Online Subscription Services. In the event of a conflict, inconsistency or difference between this Appendix and an Exhibit to this Appendix, the terms of the Exhibit will control. The terms "you" or "your" refer to the "Client" as defined in the Agreement. 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.

Whether you purchase Red Hat Online Subscription Services from us or through one of our authorized Business Partners, we agree to provide the Red Hat Online Subscription Services to you on the terms described in this Appendix. In order to receive the Red Hat Online Subscription Services, you agree to comply with the terms of the Agreement and this Appendix, including any Exhibits (together the "Appendix").

Red Hat may modify or update this Product Appendix and will notify you of updates either by posting a revised version of this Product Appendix at <http://www.redhat.com/licenses/productappendices>, and/or by providing notice using other reasonable means. If you do not agree to the updated terms 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(s); and (b) the updated or modified terms will apply to any new purchases or renewals of Red Hat Products made after the effective date of the updated terms.

1. Subscription Services Overview

1.1 Red Hat Online Subscription Services: Red Hat Online Subscription Services consist of one or more of the following services that are provided during the term of the applicable Red Hat Online Subscription Services:

- (a) **"Online Services"**: Access to the applicable development and/or hosting platform, templates and tools (the **"Platform"**) for the purpose of developing, testing, managing and/or hosting applications solely for use by you and your Authorized Users as defined below.
- (b) **"Support Services"**: Access to technical support, as described in Exhibit B, for assisting you to resolve issues relating to the Platform.

1.2 Subscription Units. Red Hat provides the Red Hat Online Subscription Services based on certain metrics associated with your use of the Red Hat Online Subscription Services such as capacity limits, number of users or nodes, platform features and other identified metrics (these metrics collectively are referred to as **"Units"**). Units for the various Red Hat Online Subscription Services are defined in Exhibit A. While you have subscriptions entitling you to receive Red Hat Online Subscription Services, you are required to purchase Red Hat Online Subscription Services in a quantity equal to the total number of Units of Red Hat Online Subscription Services that you use or deploy. If your utilization or deployment of one or more Red Hat Online Subscription Service exceeds the number of Units that you have purchased, you are required to purchase additional Red Hat Online Subscription Services in a quantity equal to the total number of Units that you use or deploy.

1.3 Fee Basis. The Fees for Red Hat Online Subscription Services are based on the level of Support Service, the number of Units and the scope of Red Hat Online Subscription Services. You agree to pay Red Hat the applicable Fees for all Units either directly or through a Business Partner. From time to time, Red Hat may offer you certain promotional pricing or programs during a specific term (**"Promotional Period"**) or the opportunity to evaluate the Red Hat Online Subscription Services, without charge, up to certain quotas, limits and/or thresholds (**"Evaluation Subscriptions"**). Your use of (a) Red Hat Online Subscription Services during any Promotional Period will be limited to the term of the Promotional Period and (b) Evaluation Subscriptions will be subject to the quotas, limits and other thresholds applicable to the Evaluation Subscriptions and, in each case, subject to the terms and conditions of this Appendix as well as any additional terms that Red Hat may provide in connection with the Promotional Period or Evaluation Subscriptions.

1.4 Subscription Start Date. Unless otherwise agreed in an Order Form, the Red Hat Online Subscription Services will begin on the earlier of the date you purchase the Red Hat Online Subscription Services or the date you first use the Red Hat Online Subscription Services.

1.5 Service Availability & Changes. Red Hat will use commercially reasonable efforts to maintain availability of the Online Services and provide notice of maintenance in accordance with the terms set forth in Exhibit C (Maintenance, Service Availability and Credits). Red Hat reserves the right to periodically update, improve and/or discontinue components or functionality of the Red Hat Online Subscription Services.

2. Your Account

2.1 Your Account. In order to access the Red Hat Online Subscription Services, you will receive an account (**"Your Account"**) to access the Platform. You may provide access to the Online Services through Your Account for the benefit of one or more of your **"Authorized Users"** which mean either (a) your employee users acting on your behalf (including independent contractors of you or your Affiliates) (**"Employee User(s)"**) or (b) a third party (**"Customer User(s)"**), in each case for whom you have paid the applicable Fees for all Units. You may not create multiple accounts that act or appear as a single account or otherwise access the Red Hat Online Subscription Services in a manner that is intended to avoid or has the effect of avoiding the payment of Fees or the circumvention of any thresholds or Unit limitations associated with Your Account. You must maintain the confidentiality of any passwords to Your Account and are solely responsible for any and all activities and/or actions that occur with respect to Your Account including any unauthorized access.

2.2 Your Use. You are responsible for ensuring that the Red Hat Online Subscription Services are suitable for your needs, and that your use, and the use by any Authorized Users, of the Red Hat Online Subscription Services is in compliance with this Appendix and all applicable laws, including but not limited to data privacy and security laws. If you become aware of any violation by any Authorized User, you agree to promptly bring the Authorized User into compliance which may include removing content that violates these terms or terminating access. If you develop or use applications that operate in conjunction with the Red Hat Online Subscription Services for and/or on behalf of any third party, Red Hat may require the third party to obtain Red Hat Online Subscription Services from Red Hat such that their use is subject to the terms and conditions of this Appendix.

- 2.3 Export Compliance.** The Red Hat Online Subscription Services are subject to United States laws and regulations and may be subject to foreign export laws or regulations. You agree that you and your Authorized Users will comply with all applicable export laws and regulations. Red Hat Online Subscription Services may not be downloaded or otherwise provided or made available, either directly or indirectly: (a) any country that is subject to U.S. trade sanctions, to individuals or entities controlled by such countries, or to nationals or residents of such countries other than nationals who are lawfully admitted permanent residents of countries not subject to such sanctions; (b) to anyone who has been prohibited from participating in US export transactions by any federal agency of the US government; or (c) to any end user 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, and sounding rockets, or unmanned air vehicle systems.
- 2.4 Failure to Comply.** You agree to notify Red Hat immediately if you suspect someone has breached this Appendix or has obtained unauthorized access to Your Account, Your Content, the Platform and/or the Red Hat Online Subscription Services. If Red Hat reasonably believes that you or any of your Authorized Users has breached this Appendix, Red Hat may notify you of the breach and provide twenty-four (24) hours to rectify the issue. If the issue has not been remediated within twenty-four (24) hours, Red Hat reserves the right (but has no obligation) to suspend or terminate your access to the Red Hat Online Subscription Services or disable access by you or your Authorized Users until such issue has been rectified to Red Hat's reasonable satisfaction. Red Hat shall have no liability with respect to such a suspension or termination.
- 3. Red Hat Online Subscription Services and License**
- 3.1 Rights in the Services.** During the Red Hat Online Subscription Services term and subject to your continued compliance with the terms of the Appendix, Red Hat will make the Red Hat Online Subscription Services available to you for the purpose of developing, testing, managing and/or hosting your applications ("**Applications**") as contemplated in this Appendix. As between the Parties, Red Hat and its licensors own all rights, title and interest in and to the Platform and Red Hat Online Subscription Services. Title to and ownership of the Platform and Red Hat Online Subscription Services, as well as any and all patents, copyrights, trademarks, trade secrets and other proprietary rights therein and thereto, shall at all times remain solely and exclusively with Red Hat and/or its licensors.
- 3.2 Restrictions.** You agree that you will not (a) sublicense, sell, rent, distribute, assign or otherwise transfer the Red Hat Online Subscription Services; (b) reverse engineer, decompile or disassemble any Red Hat Content (defined in Section 3.3 below) or the Red Hat Online Subscription Services except to the extent such conduct is permitted under applicable law or an applicable free and open source software license notwithstanding this restriction; (c) remove or modify any of the copyright, trademark or other proprietary notices contained in the Red Hat Content or the Red Hat Online Subscription Services; (d) copy, modify or create derivative works of the Red Hat Content or Red Hat Online Subscription Services, other than as may otherwise be permitted pursuant to an applicable free and open source software license; (e) interfere with other users' use of the Red Hat Online Subscription Services including but not limited to accessing third parties' accounts or distributing spam; (f) use any of the Red Hat Online Subscription Services to create products or services that compete with any of the Red Hat Online Subscription Services; (g) use any of the Red Hat Online Subscription Services in a manner that constitutes defamation or violation of rights of privacy or publicity; (h) use any of the Red Hat Online Subscription Services for any illegal activity or for the operation of nuclear facilities, air traffic control, or life support systems or where the use or failure of the Red Hat Online Services could lead to death, personal injury or environmental damage or (i) to operate or enable any telecommunications service or in connection with any Application that allows users to place calls or to receive calls from any public switched telephone network. Your right to continue to receive Red Hat Online Subscription Services is conditioned on your continued compliance with the terms of this Appendix.
- 3.3 License to Use Red Hat Content.** As part of the Red Hat Online Subscription Services, Red Hat may provide you with access through the Online Services to certain container, software development kit(s) or templates that consist of software code and documentation to allow devices or you to connect with the Platform and/or to assist you in creating Applications ("**Red Hat Content**"). Red Hat Content does not include any Third Party Offerings (defined in Section 3.5 below), which are subject to separate license terms as further described below. During the Red Hat Online Subscription Service term, Red Hat hereby grants to you a limited, worldwide, nonexclusive, royalty-free, nontransferable license, to use the Red Hat Content solely in connection with your use of the Red Hat Online Subscription Services for the purpose of developing, testing, managing and hosting Applications in the manner contemplated in and subject to the terms of this Appendix. You must not remove, obscure, change or interfere with any copyright, acknowledgment, attribution, trademark, warning or disclaimer statement affixed to, incorporated in or otherwise applied in connection with the Red Hat Content. License terms to certain Red Hat Content are set forth in Exhibit A. Notwithstanding the foregoing, to the extent that Red Hat Content contains Open Source Content (defined below), the free and open source software license terms described in Section 3.4 shall govern your use of such Open Source Content.
- 3.4 Open Source License.** To the extent that components of Red Hat Content are distributed under free and open source software license agreements ("**Open Source Content**"), your use of the Open Source Content is governed by the applicable free and open source software license agreements that accompany such software, are contained in the "LICENSES.txt" file, are otherwise attached to the Open Source Content or are set forth in the attached Exhibits. The terms of this Appendix are not intended to interfere with any rights you may receive under the applicable Open Source Content license.
- 3.5 Third Party Offerings.** In connection with the Red Hat Online Subscription Services, Red Hat may make available software and/or services of third parties ("**Third Party Offering(s)**"). Third Party Offerings are governed by the terms provided by the third parties and, if you use Third Party Offerings, you agree to abide by those terms and conditions and to obtain the appropriate license or subscription, to the extent required, for the Third Party Offering. If you use the Red Hat Online Subscription Services in connection with any third party developer kits, you represent and warrant that you have obtained the appropriate license from the third party and have the rights to perform the actions contemplated in connection with the Red Hat Online Subscription Services. Red Hat and its licensors and vendors have no obligations or liability with respect to such third party or the Third Party Offerings and Third Party Offerings are not Red Hat Content.
- 3.6 APIs and ABIs.** During the term of the Red Hat Online Subscription Services, you may use any documented application programming interface ("**APIs**") or application binary interfaces ("**ABIs**"), as applicable, as disclosed in the documentation for the Red Hat Online Subscription Services solely for the purpose of integrating your Application(s) or other tools with the Platform and for no other purpose. You acknowledge that Red Hat may change, deprecate or republish APIs or ABIs from time to time, and that it is your responsibility to

ensure that calls that your Application makes to the Platform are compatible with then-current APIs. For product specific API life cycle policies, refer to Exhibit A.

- 3.7 Linking.** The Platform may contain links to external sources, websites or content that are not owned, created or managed by Red Hat. Red Hat does not have control over such sites or content and has not reviewed them. The inclusion of any link to a third party website does not imply endorsement by Red Hat of the website or their sponsoring entities, products or services. You agree that Red Hat is not responsible or liable for any loss or expenses that may result due to your use of (or reliance on) the external site or content.
- 3.8 Intellectual Property Indemnification.** During the Red Hat Online Subscription Services term, you are entitled to participate in the Red Hat Open Source Assurance Program referred to in the Agreement, provided that, with respect to this Appendix 4 only, the following terms in the Open Source Assurance Agreement shall be amended and replaced as follows: (a) "Covered Software" shall mean software included in the Red Hat Content ("**Red Hat Online Covered Software**") made available to you by Red Hat with the Online Services to the extent that (i) You use the Red Hat Online Covered Software as part of and in connection with the Platform and (ii) you have active Red Hat Online Subscription Services with respect to the Red Hat Online Covered Software at the time of the Claim or threatened Claim; (b) the term "**Subscription**" is a subscription purchased from Red Hat and/or its affiliates or a Red Hat authorized Business Partner that entitles You to receive the Red Hat Online Subscription Services described in this Appendix 4; and (c) all references to "RHN" shall refer to the customer portal provided by Red Hat for the Red Hat Online Subscription Services. In addition to any conditions in Section 4 of the Open Source Assurance Agreement, Covered Software does not include any Red Hat Content provided to you at no charge such as for evaluation and/or demonstration purposes.

4. Your Content & Applications

- 4.1 Your Content.** "**Your Content**" consists of content and data to the extent not provided by Red Hat, including Applications, software code, documentation, materials, information, text files, images, in each case, created by you or a third party associated with Your Account. As between you and Red Hat, you retain ownership of Your Content. You are solely responsible for the use and deployment of Your Content in compliance with this Appendix and all applicable laws and regulations and you agree to remove promptly any of Your Content that violates the terms of any of the foregoing. You represent and warrant that (a) you own all rights in, or have received valid licenses to use (and will continue to own or have valid licenses to use), Your Content, with rights sufficient to enable any activities in connection with the Red Hat Online Subscription Services and (b) the use of Your Content by you, your Authorized Users and/or Red Hat does not misappropriate or infringe the intellectual property rights of any third party, and that all such use is lawful. You are prohibited from using the Red Hat Online Subscription Services to store, create or deploy any portion of Your Content that is regulated under the International Traffic in Arms Regulations (ITAR). You are responsible for ensuring that Your Content is authorized for export, distribution and use under the Export Administration Regulations (EAR) and other export control laws and regulations that may be applicable based on your use of the Red Hat Online Subscription Services. You are responsible for maintaining licenses and adhering to all license terms applicable to Your Content used by you, your Authorized Users, or Red Hat. Red Hat reserves the right to review Your Content to ensure compliance with this Appendix. Red Hat is not responsible under any circumstances for any claims, damages or other actions relating to Your Content, or your or your Authorized User's actions while using the Red Hat Online Subscription Services.
- 4.2 Notices Regarding Content.** You must immediately respond to any notice you or Red Hat receive claiming that Your Content violates a third party's rights, including notices under the Digital Millennium Copyright Act, and take corrective action, which may include but is not limited to promptly removing any of Your Content. You agree to implement a policy to respond to any and all such requests that you may receive regarding Your Content.
- 4.3 Grant to Red Hat.** You grant to Red Hat and to any third party providers on whose services Red Hat may depend to provide the Red Hat Online Subscription Services, a worldwide, non-exclusive, royalty-free license to make, use, reproduce, distribute, import, perform and display Your Content solely in connection with providing the Red Hat Online Subscription Services to you. Except as set forth in this Section 4.3, Red Hat obtains no rights in Your Content under this Appendix.
- 4.4 Indemnification for Your Content.** You agree to indemnify and hold harmless Red Hat, its affiliates and their licensors and vendors, and each of their respective employees, officers, directors, and representatives from and against any claims, damages, losses, liabilities, costs, and expenses (including reasonable attorneys' fees and associated litigation expenses) arising out of or relating to: (a) your use and/or your Authorized Users' use of the Red Hat Online Subscription Services, including the Red Hat Content, in violation of any law or regulation; (b) any claim or allegation that Your Content infringes or misappropriates the intellectual property rights of any third party; (c) Red Hat's response to any third party subpoena, warrant, audit, agency action or other legal order or process concerning Your Content, Your Account and/or use by you and/or your Authorized Users of the Red Hat Online Subscription Services or (d) any dispute between you and a Third Party Offering provider or you and any of your Authorized User(s). Red Hat will provide you with written notice of any claim, suit or action, but its failure to do so does not relieve you of your obligations under this Section 4.4.
- 4.5 Your Feedback.** While using the Red Hat Online Subscription Services, you may be asked to and you may voluntarily provide comments or feedback concerning the Red Hat Online Subscription Services ("**Feedback**"). You understand and agree that Red Hat may use any such Feedback for any purpose, including implementing the Feedback in future versions of the Red Hat Online Subscription Services and/or other offerings without attribution or compensation and you grant Red Hat a perpetual and irrevocable license to use and exploit all such Feedback for any purpose. You represent and warrant that your Feedback will not include any of your proprietary or confidential information or of any third party and that you have full authority to grant the foregoing license.

5. Service Suspension & Termination

- 5.1 Service Suspensions.** Red Hat may temporarily suspend your access to the Red Hat Online Subscription Services or that of your Authorized Users: (a) if Red Hat reasonably determines in its sole discretion that you or your Authorized Users use of the Red Hat Online Subscription Services or Your Content: (i) poses a security risk to the Red Hat Online Subscription Services generally or to any third party, (ii) adversely impacts the Red Hat Online Subscription Services generally or the use of the Red Hat Online Subscription Services by any other Red Hat third party user of the Services, (iii) would subject Red Hat to liability or (iv) may result in violation applicable laws or regulations; or (b) if you or one of your Authorized Users materially breaches the terms of this Appendix (collectively, "**Service**

Suspensions). To the extent Red Hat suspends access to the Red Hat Online Subscription Services, Red Hat will endeavor to provide you with notice of the Service Suspension and to provide updates regarding resumption of Services following any such suspension.

- 5.2 Termination.** Upon expiration or termination of the Red Hat Online Subscription Services and except as otherwise permitted under this Appendix, any Exhibit, or applicable software license, you shall not be entitled to use, access or embed any Red Hat Online Subscription Services or Red Hat Content. Upon expiration or termination of the Red Hat Online Subscription Services (other than due to breach by you) Red Hat shall provide you, for a period of sixty (60) days, with certain APIs for your use to extract Your Content, including any Applications, from the Platform.

6. Data Transfer and Security

- 6.1 Data Security.** Red Hat has implemented certain measures designed to protect the Platform from unauthorized access. You will implement procedures to protect Your Content and Applications as well as the privacy and legal rights of Your Authorized Users. Red Hat strongly encourages you, where available and appropriate, to (a) use encryption technology to protect Your Content and in particular Personally Identifiable Information transmitted to and from, and while stored on, the Red Hat Online Subscription Services; and (b) keep your Applications or any of your software used or running with the Red Hat Online Subscription Services current with the latest security patches or updates. You are responsible for complying with any applicable laws and regulations, including, but not limited to, those that require notification of individuals whose Personally Identifiable Information may have been compromised or that govern specific types of data included in Your Content. Red Hat makes no representations that the Services satisfy HIPAA requirements and you acknowledge that Red Hat is not acting as a "Business Associate" as that term is defined in HIPAA. You will not use the Services for any purpose or in any manner involving "protected health information." **"Personally Identifiable Information"** means any information about an individual including (a) any information that can be used to distinguish or trace an individual's identity, such as name, government identification number, date and place of birth or biometric records; and (b) any other information that is linked or linkable to an individual such as medical, educational, financial and employment information. Personally Identifiable Information also includes any "non-public personal information" as that term is defined in the Gramm-Leach-Bliley Act found at 15 USC Subchapter 1, § 6809(4), and "protected health information" as defined in the Health Insurance Portability and Accountability Act ("HIPAA") found at 45 CFR §160.103.
- 6.2 Data Transfer.** In order to provide certain aspects of the Red Hat Online Subscription Services, such as administering Your Account or performing Support Services, it may be necessary for Red Hat to transfer information to its Affiliates, vendors and/or subcontractors located worldwide. You agree that Red Hat, its Affiliates, vendors and/or subcontractors are acting as data processors on your behalf, and you appoint us to process Your Content in order to provide the Red Hat Online Subscription Services to you. Red Hat does not own or otherwise act as a data controller of Your Content. You will obtain any necessary consent from your Authorized Users whose Personally Identifiable Information or other content you will be using in connection with the Red Hat Online Subscription Services. If you provide your Authorized Users with access to an Application you create in connection with the Red Hat Online Subscription Services, you agree to protect the privacy of your Authorized Users' data, including implementing an appropriate privacy policy and notifying your Authorized Users that their data may be transferred between you and your vendors and/or subcontractors, which may be located worldwide.
- 6.3 Legal Process.** Red Hat may disclose information, including Your Content and information concerning Your Account, as required by law, regulation or legal process (such as responding to a subpoena, warrant, audit, or agency action, or to prevent fraud) or to establish or exercise its legal rights or to defend against legal claims. Red Hat shall not be liable for any use or disclosure of such information to such third parties.

EXHIBIT A
RED HAT ONLINE SUBSCRIPTION SERVICES



This Exhibit provides additional terms that apply to the Red Hat Online Subscription Services listed below.

1. Red Hat Mobile Application Platform, Hosted

1.1 Unit. Table 1 below lists the Red Hat Mobile Application Platform, Hosted Subscription Services offered by Red Hat, the applicable Unit for each Red Hat Mobile Application Platform, Hosted Subscription offering and any additional restrictions on use.

Table 1

Subscription Service	Units	
Red Hat Mobile Application Platform, Hosted, Business to Employee ("B2E"), Unlimited	Employee User*	Unlimited Applications***
Red Hat Mobile Application Platform, Hosted, B2E, Limited	Employee User*	Up to 5 Applications***
Red Hat Mobile Application Platform, Hosted, Business to Consumer ("B2C"), Limited	Customer User**	Up to 5 Applications***
Red Hat Mobile Application Platform, Hosted, B2C, Single Use Application	Customer User**	One Application***
Red Hat Application Platform, Hosted Core	Domain****	N/A

* The number of "Employee Users" is equal to the number of unique Employee Users who are able to access an Application(s), regardless of whether the Employee User(s) actually access or the frequency with which they access the Application(s).

** The number of "Customer Users" is equal to the number of unique monthly active Customer Users who actually access an Application(s) in a calendar month regardless of the frequency with which they access the Application(s).

*** For purposes of counting "Applications": (1) an Application is comprised of a project of various components dedicated to a single purpose or functionality regardless of the number of mobile operating systems on which it is provisioned or the number of other applications to which it may be connected and (2) only live production Applications are counted. While some of the Subscription Services are for use with an unlimited number of Applications, such use is nevertheless subject to the underlying capacity limitations set forth at: <https://access.redhat.com/node/2377791>.

**** "Domain" means the unique alpha numeric identifier in the DNS namespace.

1.2 API Life Cycle Policy. Red Hat will support APIs used in connection with the Red Hat Mobile Application Platform in accordance with the API life cycle policy as set forth at <https://access.redhat.com/node/2488131>.

1.3 License. For Red Hat Mobile Application Platform Software Subscriptions you may receive Red Hat Content that you embed in your Application(s) or load on device(s), Red Hat also grants you a limited worldwide, nonexclusive, royalty-free, nontransferable license to reproduce and distribute such Red Hat Content in any Application that you develop in connection with the Red Hat Online Subscription Services in accordance with this Appendix, subject to the restrictions set forth below. After the expiration of the term of the Red Hat Online Subscription Services and subject to your continued compliance with this Appendix, you and your Authorized Users may continue to use the Red Hat Content in Applications that were created during the term of the Red Hat Online Subscription Services with another cloud or hosting environment, but your license to the Red Hat Content does not extend to embedding the Red Hat Content in any new applications or new versions of the original Applications developed during the term of the Red Hat Online Subscription Services after your Red Hat Online Subscription Services expire or terminate, except as permitted by a free and open source license. A list of applicable licenses for the Open Source Content associated with Red Hat Mobile Application Platform can be found at <https://access.redhat.com/node/2488211>.

2. OpenShift Dedicated

2.1 Unit. Table 2 below lists the Red Hat OpenShift Dedicated Subscription Services offered by Red Hat, the applicable Unit for each Red Hat OpenShift Dedicated Subscription offering and the Limits on use. A "Virtual Node" is an instance of the Services or Software, in whole or in part, on a virtual machine. "vCPU" is a physical CPU, in whole or in part, which is assigned to a virtual machine on which the Virtual Node is running. A "Cluster" means the compute resources allocated to Red Hat OpenShift Dedicated up to the Limits set forth below.

Table 2

Subscription	Units	Limits
Red Hat OpenShift Dedicated Platform	Cluster	Maximum of 3 master Virtual Nodes, 2 infrastructure Virtual Nodes, 4 application Virtual Nodes, 100GB of storage and 48TB of network usage
Red Hat OpenShift Dedicated Additional Node (4vCPU)	Virtual Node	Up to four (4) vCPU Up to 15.5 GBs of RAM
Red Hat OpenShift Dedicated Add On Storage	Gigabytes	Up to 100 GB
Red Hat OpenShift Dedicated Additional Network IO	Terabytes	Up to 12 TB
Red Hat JBoss Enterprise Application Platform for OpenShift Dedicated	Virtual Node	Up to four (4) vCPU
Red Hat JBoss Fuse for OpenShift Dedicated	Virtual Node	Up to four (4) vCPU
Red Hat JBoss AMQ for OpenShift Dedicated	Virtual Node	Up to four (4) vCPU
Red Hat JBoss BRMS for OpenShift Dedicated	Virtual Node	Up to four (4) vCPU
Red Hat JBoss BPM Suite for OpenShift Dedicated	Virtual Node	Up to four (4) vCPU
Red Hat JBoss Data Grid for OpenShift Dedicated	Virtual Node	Up to four (4) vCPU
Red Hat JBoss Data Virtualization for OpenShift Dedicated	Virtual Node	Up to four (4) vCPU

2.2 Support Services. Red Hat OpenShift Dedicated Subscription Services are offered only at the Premium Support Level. Support Services are provided only when the Subscription is used for its supported purpose (“Use Case”) in Table 2.2 below.

Table 2.2

Subscription	Use Case
Red Hat OpenShift Dedicated	The Services are intended to be used and only supported as a platform as a service. Red Hat OpenShift Dedicated is not supported for use outside of the OpenShift Dedicated hosted platform.

3. Red Hat 3scale API Management Platform

3.1 Unit. The Table below lists the Subscription Services offered by Red Hat, the applicable Unit and any additional conditions on use. “API Call” is defined as one inbound message to your API backend server and a response from the server if applicable. “API” is defined as a collection of API methods grouped together as one service in the API Management Platform Services product interface. “Account” means additional account access to the Subscription Services.

Table 3.1

Subscription Service	Unit
Red Hat 3scale API Management Platform, Hosted (covers 1-5 APIs)	API Calls*
Red Hat 3scale API Management Platform, Hosted (covers 6-20 APIs)	
Red Hat 3scale API Management Platform, Hosted (covers 21-50 APIs)	
Red Hat 3scale API Management Platform, Hosted (Unlimited APIs)	
Red Hat 3scale API Management Add On Account **	Account

*Total number on a daily basis in millions (“Daily Limit”).

**API Management Add-On Account requires an underlying Red Hat 3scale API Management Platform, Hosted Subscription and does not come with any Support Services.

3.2 API Life Cycle Policy. Red Hat will support its APIs used in connection with the Red Hat 3scale API Management Platform, Hosted Subscription in accordance with the API life cycle policy below:

When Red Hat adds, updates or removes existing APIs, Red Hat will use commercially reasonable efforts to provide advance notice of any material, permanent suspension or discontinuation of API functionality. Red Hat will support each version of an API for a minimum of 12 months, after which period some APIs may be deprecated. Red Hat will use commercially reasonable efforts to support any deprecated API for at least 12 months after deprecation but support will be limited to critical bug fixes only.

3.3 Usage Conditions. API Calls generated in both production and non-production environments will count towards the number of API Calls. It is your responsibility to purchase Subscription Services in amount that can reasonably accommodate traffic spikes consistent with the level of Subscription Services you have purchased. Without limiting the foregoing obligation, Red Hat reserves the right to suspend the Red Hat Online Services without notice if your API Call volumes exceed four times (4x) the per second limit. “Per second limit” means two times the maximum number of API Calls allowable per day in your contracted Subscription tier divided by the number of seconds in a day rounded up to the nearest whole number. For example, if your maximum API Calls per day is Three Million (3,000,000), the per second limit would be equal to Seventy (70). Red Hat reserves the right to suspend the Red Hat Online Subscription Services if your API call volumes exceed the maximum limits of Fifty Million (50,000,000) per day, Thirty Thousand (30,000) per minute or One Thousand (1,000) per second, unless otherwise agreed by the parties in writing. There is no limit on the number of environments and locations where you maybe deploy API management agents.

3.4 Utilization Policy. Red Hat evaluates quota compliance on a monthly basis. If your actual API calls exceed the Daily Limit for two or more days per month, you will either (a) reduce traffic consumption to return to compliance with the number of Units you purchased; or (b) purchase additional Subscription Services. Red Hat also reserves the right to evaluate your API Call volume on a per second limit basis (defined above) in a two week period (“Throughput”). For purposes of calculating Throughput, Red Hat will remove the top 5% peaks of your API Calls during that period. In other words, Throughput can exceed the amount of API Calls you have purchased 5% of the time in each of the 2 weeks. If your Throughput exceeds the rate you purchased more than 5% of the time during the month, you will either (a) reduce traffic consumption to return to compliance with the number of Units you purchased or (b) purchase additional Subscription Services.

EXHIBIT B
SUPPORT SERVICES



1. Support Services Terms.

The following are the Support Services terms and conditions for the Red Hat Online Subscription Services.

- 1.1 Support from Red Hat.** Support Services consist of guidance on the use of, problem diagnosis and bug fixes for the Online Services when used for their intended purpose. To access and use Support Services, you must provide Red Hat with sufficient information to validate your entitlement to the relevant Support Services. The scope of the Support Services is based on the level (Standard or Premium) and type of Red Hat Online Subscription Services you purchased. Certain Red Hat Online Subscription Services are only offered at either the Standard or Premium Support Level. Evaluation Subscriptions are only supported for the purpose of evaluating the suitability of the Red Hat Online Subscription Services for your future purchase from Red Hat or through one of our authorized Business Partners and not for production purposes.
- 1.2 Support Coverage.** We do not provide Support Services for (a) advice on architecture, design, development or prototyping; (b) non-Red Hat Online Subscription Services or software, including but not limited to devices, applications, infrastructure or tools that you or a third party provide or create; (c) access management or any security related processes that apply only to Your Account; (d) any work performed under a separate professional services engagement; (e) individuals who are not your Support Contact(s) (defined below) or (f) Red Hat Online Subscription Services running in excess of the number of Units you have purchased or outside the usage restrictions. For Red Hat Mobile Application Subscription Services, Support Services are only provided for the particular hardware and client side platforms that are listed at <https://access.redhat.com/node/2357761>. You are responsible for testing the Red Hat Online Subscription Services and any Red Hat Content before deploying it in your environment and for providing support to your Authorized Users and for your Applications. You will backup Your Content on a regular basis and have those backups available if needed for support or other purposes.
- 1.3 Response.** Red Hat will use commercially reasonable efforts to provide Support Services in accordance with the guidelines shown in Table A below. Support Services are provided in the English language and may be available in other languages based on available resources. Red Hat's telephone number and standard business hours ("Standard Business Hours") are listed at <https://access.redhat.com/support/contact/technicalSupport.html>. Support Services requests submitted outside Standard Business Hours will be handled once Standard Business Hours recommence.
- 1.4 Support Service Level Guidelines.** Support Services are available in one or more of the following support levels: Standard or Premium, as shown in Table 1.4 below. 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); or (iii) the parties agree on an alternative update schedule.

Table 1.4

	Standard	Premium	
Hours of Coverage	Standard Business Hours	Standard Business Hours 24x7 for Severity 1 and 2	
Support Channel	Web and Email	Web and Email	
Number of Cases	Unlimited	Unlimited	
Response Guidelines	Initial and Ongoing Response	Initial Response	Ongoing Response
Severity 1 (Urgent): A problem that severely impacts your use of the Red Hat Online Subscription Services in a production environment (such as the loss of production data or production systems not functioning). The situation halts your business operations and no procedural work around exists.	1 hour during Standard Business Hours	1 hour	1 hour
Severity 2 (High): A problem where the Red Hat Online Subscription Services are functioning but your use in a production environment is severely reduced. The situation is causing a high impact to portions of your business operations and no procedural work around exists.	4 hours during Standard Business Hours	2 hours	4 hours
Severity 3 (Medium): A problem that involves partial, non-critical loss of use of the Red Hat Online Subscription Services in a production environment or development environment. For production environments, 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 environments, the situation is causing your project to no longer continue or migrate into production.	1 business day	4 hours during Standard Business Hours	8 hours during Standard Business Hours
Severity 4 (Low): A general usage question, reporting of a documentation error or recommendation for a future product enhancement or modification. For production environments, there is low-to-no impact on your business or the performance or functionality of your system. For development environments, there is a medium-to-low impact on your business, but your business continues to function, including by using a procedural work around.	2 business days	8 hours during Standard Business Hours	2 business days

- 1.5 Support Contacts.** A “**Support Contact(s)**” is a person authorized by you to open support requests and/or contact Red Hat support personnel. You may designate up to the number of contacts described in the tables below based on the number of Standard and Premium Red Hat Online Software Subscriptions you have purchased for a particular offering. We will provide Support Services to you solely by communicating during the Hours of Coverage 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. 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.

Red Hat Mobile Application Platform Support Contact

Number of Authorized Employee Users	Number of Support Contacts
<500	2
501 – 2,500	4
2,501 – 5,000	6
5,001 – 7,500	8
7,501 – 10,000	10
10,001 or more	12

Number of Authorized Customer Users	Number of Support Contacts
<400,000	2
400,001 – 1,000,000	4
1,000,001- 5,000,000	6
5,000,001 -50,000,000	8

Red Hat OpenShift Dedicated/ Red Hat JBoss for OpenShift Dedicated

Number of Nodes	Number of Support Contacts
Up to 4	2
5-10	4
11-20	6
21-50	8
50 or more	10

Red Hat 3scale API Management Support Contact

Traffic Tiers and Number of Accounts	Number of Support Contacts
One Account up to 5 million API Calls / Day	2
One Account up to 10 million API Calls / Day	4
Two Accounts or up to 50 million API Calls / Day	6
Three Accounts or up to 150 million API Calls / Day	8
Unlimited Accounts and API Calls	10

EXHIBIT C
MAINTENANCE, SERVICE AVAILABILITY & CREDITS



1. Maintenance

Red Hat may perform periodic maintenance to the Red Hat Online Subscription Services and to systems supporting the Red Hat Online Subscription Services. If Red Hat expects planned maintenance to negatively affect the availability of the Online Services, notice will be sent to the email address associated with Your Account and also posted at <http://redhatmobilestatus.com> for Red Hat Mobile Application Platform, Hosted <http://status-dedicated.openshift.com> for OpenShift Dedicated and <http://status.3scale.net/> for Red Hat 3Scale API Management Platform, Hosted. In addition, Red Hat may from time to time perform emergency unscheduled maintenance if required. If Red Hat expects that such maintenance may negatively affect the availability of the Online Services, Red Hat will use commercially reasonable efforts to inform and update you as to such maintenance with respect to the applicable service at the respective website set forth above.

2. Availability & Service Credits

During the term of the Red Hat Online Subscription Services, Red Hat will use commercially reasonable efforts to maintain Monthly Availability for Covered Services at or above 99.5%. **“Monthly Availability”** means the total number of minutes in a calendar month, subtracting the aggregate minutes of all Downtime for the Covered Services during the calendar month and dividing that number by the total number of minutes in the calendar month. **“Covered Services”** are the Online Services. **“Downtime”** means a period of more than five consecutive minutes in which the Covered Services are unavailable for you to develop, build, manage or deploy an Application in connection with the Covered Services, but excludes unavailability due to the following reasons: (a) any maintenance; (b) any force majeure event as described in the Agreement or other failure or deficiency in availability caused by events outside Red Hat’s reasonable control, including outages elsewhere on the Internet or due to a denial of service attack; (c) any actions or inactions by you or your Authorized Users; (d) any software, services or other technology provided by you or any third party; (e) any Service Suspension as may be defined in the Appendix. If the actual Monthly Availability for a given calendar month during the Red Hat Online Subscription Services term falls below 99.5% and you have complied with the terms of the Appendix and are current in payment of all applicable Fees, you will be eligible to receive a credit to be applied against your payment for the Covered Services for the month immediately following such month (**“Service Credit”**). Service Credits will equal a percentage of total amounts paid for the Covered Services in the calendar month in which the Monthly Availability rates fall below 99.5% based on the following:

Actual Monthly Availability	Service Credit percentage of amounts paid in the calendar month (to be applied against amounts owing in the subsequent calendar month)
99-99.5%	10%
<99%	30%

To receive a Service Credit you must submit a reasonably detailed request to Red Hat at SLA-Claim@redhat.com within fifteen (15) days from the day when the Covered Services did not meet the Monthly Availability. In the request, you must include the following: (a) the name of your company; (b) the details for the account you believe was affected; (c) the dates, times and time zones during which you claim you are entitled to a Service Credit; and (d) any service logs that document that the Covered Services experienced Downtime. Red Hat will review the request and if the request is substantiated, Red Hat will acknowledge its approval of the Service Credit request. Service Credits are only available with respect to Covered Services provided for a full calendar month and do not apply to Evaluation Subscriptions or any Promotional Period. Service Credits will be applied to the next invoice for the Covered Services issued after the Service Credit request has been approved and will not include refunds on prior payments or be applied toward professional services. Service Credits are your sole and exclusive remedy for any Downtime of the Covered Services. Any request for a Service Credit must be submitted no later than the end of the next calendar month after the calendar month in which the Downtime is claimed to have occurred. Failure to comply with this requirement will forfeit your right to receive a Service Credit. The total Service Credit to be issued by Red Hat to you for any and all Downtime that occurs in a single calendar month will not exceed 30% of the amount due for the use of the Covered Service in the applicable calendar month.