



## EXHIBIT 1.G CLOUD ACCESS ADDENDUM

PLEASE READ THIS ADDENDUM CAREFULLY BEFORE INSTALLING OR USING RED HAT PRODUCTS AND SERVICES. BY CLICKING ACCEPTANCE TO THIS AGREEMENT OR INSTALLING OR USING RED HAT PRODUCTS OR SERVICES ON A VENDOR'S CLOUD (DEFINED BELOW), YOU SIGNIFY ASSENT TO THIS ADDENDUM. IF YOU ARE ACTING ON BEHALF OF AN ENTITY, THEN YOU REPRESENT THAT YOU HAVE THE AUTHORITY TO ENTER INTO THIS ADDENDUM ON BEHALF OF THAT ENTITY. IF YOU DO NOT ACCEPT THE TERMS OF THIS ADDENDUM, THEN YOU MUST NOT INSTALL OR USE RED HAT SOFTWARE AND SERVICES IN A CLOUD ENVIRONMENT.

This is an Addendum to the Red Hat internal use software subscription agreement, typically called the Enterprise Agreement, (including applicable appendices) between you or your company ("You") and Red Hat, Inc. ("Red Hat") that governs the terms of Your Red Hat Software Subscriptions (the "Agreement"). You, as the purchaser or user of Red Hat Software Subscriptions, accept the terms of this Addendum with respect to Red Hat Software Subscriptions that are used in a Cloud environment as described below.

### 1. Background

You previously purchased certain Software Subscriptions from Red Hat or an authorized Red Hat Reseller. This Addendum establishes the terms and conditions under which you may use Software Subscriptions in a Vendor's Cloud, which are in addition to the terms in the Agreement and any terms provided by the Vendor. "Vendor" means the Red Hat authorized third party from which You purchased Cloud services and who is authorized by Red Hat to participate in this Cloud Access Program. "Cloud" means a Vendor's hosted computing infrastructure of shared resources that provides virtual machines to end users on an on-demand basis. When we use a capitalized term in this Cloud Access Addendum without defining it, the term has the meaning defined in the Agreement and its Appendices. In the event of a conflict, inconsistency or difference between this Cloud Access Addendum and an Appendix or Exhibit to the Agreement, the terms of this Cloud Access Addendum will control.

### 2. Transfer of Software Subscriptions

#### 2.1 Eligible Subscriptions.

You may transfer certain Software Subscriptions for use in a Vendor's Cloud under the terms set forth in this Addendum ("Cloud Access"). Those Software Subscriptions eligible to transfer for Cloud Access are set forth at [www.redhat.com/solutions/cloud/access](http://www.redhat.com/solutions/cloud/access) ("Eligible Subscriptions"). Without limiting the criteria for Eligible Subscriptions, a Software Subscription that includes production support services provided by a Red Hat Business Partner (where the Business Partner provides support to You rather than Red Hat) is not an Eligible Subscription. Only Software Subscriptions that include Production Support provided by Red Hat may be eligible if they meet the other criteria for Eligible Subscriptions. The transfer of Software Subscription(s) to Cloud Access does not change the length of the original Software Subscription(s) and once Your Software Subscription expires, Your access to the Software Subscription in the Vendor's Cloud will cease, unless otherwise renewed. Certain software components or functionality of the Software (such as High Availability, Load Balancer, Resilient Storage and Scalable File System) contained in the original Software Subscription (or Add-on Subscription) may not be available or supported when used in the Vendor's Cloud.

2.2 You may transfer Eligible Subscriptions for use in Cloud Access provided (a) You complete the registration set forth at <https://engage.redhat.com/forms/cloud-access-registration>, (b) You have a sufficient number of Eligible Subscriptions to transfer, (c) for each Software Subscription, You agree to comply with the Agreement and applicable Appendices, including this Addendum and (d) You agree to keep the Software Subscriptions in the Vendor's Cloud for a minimum period, if applicable, as set forth at [www.redhat.com/solutions/cloud/access](http://www.redhat.com/solutions/cloud/access).

2.3 For purposes of this Cloud Access Addendum and for each Eligible Subscription, You agree that the Unit of measurement for the respective original Eligible Subscription purchased for on premise use shall be converted to the applicable Unit in the Cloud. For your convenience, we have provided a conversion table at <https://engage.redhat.com/forms/cloud-access-registration> that identifies how the Unit converts from original unit to the corresponding Unit definition for Cloud Access.

2.4 You agree to allow the Vendor to report to Red Hat Your usage of the Red Hat Software Subscriptions (whether Software or Services) in the Cloud.

2.5 You agree that the number of simultaneous Units in the Vendor Cloud will not exceed the number of transferred or purchased Eligible Subscriptions.

### 3. Services

3.1 **Terms of Service.** In a Cloud environment, Red Hat's Software Subscriptions provide You with access to the Software and associated maintenance (updates, upgrades, corrections, security advisories and bug fixes), if and when available, in the form of software images intended to be deployed as virtual instances. Payments to Red Hat for Software Subscriptions do not include any fees that may be due to the Vendor for Vendor's Cloud services. Red Hat is not a party to Your agreement with the Vendor and is not responsible for providing access to Vendor's Cloud or any other obligations of Vendor under such agreement. You may use the Services only for Your own internal use within the Cloud. Distributing the Software or any portion of Services to a third party or using any of the Services for the benefit of a third party is a material breach of the Agreement, even though the open source licenses applicable to individual components of the Software may give the right to distribute those components (and this Agreement is not intended to interfere with your rights under those individual licenses). Use of the Software Subscription, including either the Software and/or Services outside the Vendor Cloud will be subject to additional fees as set forth in Section 5 below.

**3.2 Cloud Repository.** Updates to the Software in Cloud Access, if and when available, will be made in the form of new images and available via the Vendor's Cloud ("**Update Service**"). Updates to the Software may not be available in other Red Hat Portals (such as Red Hat Network or Customer Support Portal).

**3.3 Production Support.** Production Support for the Software Subscriptions that are migrated under Cloud Access will be provided to You by Red Hat pursuant to the terms of the original Software Subscription.

**4. License**

The Software is governed by the end user license agreement referenced in the Agreement. No right or license, express or implied, is granted in this Agreement for the use of any Red Hat, Red Hat affiliate, Client or third party trade names, service marks or trademarks, including, without limitation, the distribution of the Software utilizing any Red Hat or Red Hat Affiliate trademarks.

**5. Reporting and Inspection**

If You use the Software and/or Services outside the Vendor's Cloud, you agree to pay Red Hat the applicable fees for each Unit on which you use the Software as set forth in the Agreement, Appendix 1. You will promptly notify Red Hat and Red Hat will invoice You for each Unit on a pro-rata basis and You will pay for such Units within thirty (30) days of the date of invoice. Failure to comply with this Section 5 will be considered a material breach of this Agreement, and will entitle Red Hat and/or Vendor to suspend the Services or terminate this Agreement.

**6. Term and Termination**

This Addendum begins on the date that You accept this Addendum or the date You use the Software and/or Services on a Vendor's Cloud, whichever is earlier, and co-terminates with the Agreement, unless terminated earlier pursuant to the Agreement; provided that the transfer of Software Subscription(s) to Cloud Access Subscriptions does not change the length of the original Software Subscription(s). Without prejudice to any other right or remedy of Red Hat, in the event Red Hat terminates this Agreement, You will pay Red Hat or Vendor for all Services provided up to the effective date of termination.