

PLEASE READ THIS AGREEMENT CAREFULLY BEFORE PURCHASING AND/OR USING SOFTWARE OR SERVICES FROM RED HAT. BY USING RED HAT SOFTWARE OR SERVICES, CLIENT SIGNIFIES ITS ASSENT TO AND ACCEPTANCE OF THIS AGREEMENT AND ACKNOWLEDGES IT HAS READ AND UNDERSTANDS THIS AGREEMENT. AN INDIVIDUAL ACTING ON BEHALF OF AN ENTITY REPRESENTS THAT HE OR SHE HAS THE AUTHORITY TO ENTER INTO THIS AGREEMENT ON BEHALF OF THAT ENTITY. IF CLIENT DOES NOT ACCEPT THE TERMS OF THIS AGREEMENT, THEN IT MUST NOT USE RED HAT SOFTWARE OR SERVICES. This Agreement incorporates those appendices at the end of this Agreement.

This Red Hat Enterprise Agreement, including all referenced appendices and documents located at URLs (the "Agreement"), is between Red Hat Asia-Pacific Pty Ltd ABN 35 090 438 485 ("Red Hat") and the purchaser or user of Red Hat software and services who accepts the terms of this Agreement ("Client"). The effective date of this Agreement ("Effective Date") is the earlier of the date that Client signs or accepts this Agreement or the date that Client uses Red Hat's software or services.

1. Scope of Agreement

- 1.1 **Framework.** This Agreement establishes a framework that will enable Red Hat to provide Software and Services to Client. "Software" means Red Hat Enterprise Linux, JBoss Enterprise Middleware and other software programs branded by Red Hat, its Affiliates and/or third parties including all modifications, additions or further enhancements delivered by Red Hat. The specific services (the "Services") and/or Software that Red Hat will provide to Client will be described in an Order Form, signed by the parties or otherwise accepted by Red Hat, which may consist of (a) one or more mutually agreed order forms, statements of work, work orders or similar transaction documents, or (b) an order placed by Client through Red Hat's online store accessible from a Red Hat website. The parties agree that the terms of this Agreement will govern all purchases and use by Client of Software and Services unless otherwise agreed by the parties in writing.
- 1.2 **Affiliates.** Red Hat and Client agree that Affiliates of Client may acquire Software and Services from Red Hat or its Affiliates by entering an Order Form with Red Hat (or a Red Hat Affiliate) that incorporates the terms and conditions of this Agreement. The parties acknowledge that adjustments to the terms of this Agreement may be made in a particular Order Form (for example, to address disparate tax and/or legal regimes in other geographic regions). "Affiliate" means an entity that owns or controls, is owned or controlled by, or is under common control or ownership with a party, where "control" is the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of an entity, whether through ownership of voting securities, by contract or otherwise.
- 1.3 **Business Partners.** Red Hat has entered into agreements with other organizations ("Business Partners") to promote, market and support certain Software and Services. When Client purchases Software and Services through a Business Partner, Red Hat confirms that it is responsible for providing the Software and Services to Client under the terms of this Agreement. Red Hat is not responsible for (a) the actions of Business Partners, (b) any additional obligations Business Partners have to Client, or (c) any products or services that Business Partners supply to Client under any separate agreements between a Business Partner and Client.

2. Obligations of the Parties

- 2.1 **On-Site Obligations.** If Red Hat personnel are working on Client's premises, then (a) Client will provide a safe and secure working environment for Red Hat personnel, and (b) Red Hat will comply with all reasonable workplace safety and security standards and policies, applicable to Client's employees, of which Red Hat is notified in writing by Client in advance.
- 2.2 **Changes to Work and Delays.** Changes to the Services will be made only through a written change order signed by both parties. In the event that (a) Client fails to timely fulfill its obligations under an Order Form, and this failure adversely impacts the provision of Services, or (b) events outside of either party's reasonable control cause a delay in or otherwise affect Red Hat's ability to perform its obligations under an Order Form, Red Hat will be entitled to appropriate relief, including adjusting the timing of its delivery of applicable Services.
- 2.3 **Assistance.** Client may provide Red Hat access to Client information, systems, and software ("Client Information"), and resources such as workspace, network access, and telephone connections as reasonably required by Red Hat in order to provide the Services. Client understands and agrees that (a) the completeness, accuracy of, and extent of access to, any Client Information provided to Red Hat may affect Red Hat's ability to provide Services, and (b) if reasonable access to Client Information is not provided, Red Hat will be relieved from providing any Services dependent upon such access. Client will obtain any third party consents necessary to grant Red Hat access to the Client Information that is subject to the proprietary rights of, or controlled by, any third party, or which is subject to any other form of restriction upon disclosure.

3. Payment

- 3.1 **Fees and Expenses.** Fees for the Services (the "Fees") will be identified in an Order Form and are (a) due upon Red Hat's acceptance of an Order Form or, for renewal of Services, at the start of the renewal term, and (b) payable in accordance with Section 3.2. Fees are stated in Australian Dollars, must be paid in Australian Dollars, and, unless otherwise specified in writing, do not include out-of-pocket expenses or shipping costs. Client will reimburse Red Hat for all reasonable expenses Red Hat incurs in connection with the performance of Services. Client agrees to pay Red Hat the applicable Fees for each Unit. "Unit" is the measurement of Software or Service usage defined in the applicable Order Form. Any renewal of Subscription Services will be at the same price per Unit listed in the applicable Order Form. "Subscription Services" mean fee-bearing subscriptions for a defined period of time for a certain scope of Services.

3.2 Invoices

- 3.2.1** If Client desires credit terms with respect to the payment of Fees, Client will reasonably cooperate with Red Hat in establishing and periodically re-confirming Client's credit-worthiness. If credit terms are provided to Client, Red Hat will invoice Client for the Fees upon Red Hat's acceptance of the applicable Order Form and upon acceptance of any future order. Unless otherwise specified in an Order Form and subject to Red Hat's approval of credit terms, Client will pay Fees and expenses, if any, no later than thirty (30) days from the date of each invoice; provided, however, that Fees for professional services, training, training credits and other service credits are due prior to delivery. Except as otherwise provided in this Agreement, and to the fullest extent permitted by applicable law, any and all payments made by Client pursuant to this Agreement are non-refundable. Red Hat reserves the right to suspend or cancel performance of all or part of the Services and/or change its credit terms if actual payment has not been received within thirty (30) days of the invoice date.
- 3.2.2** If Client is paying by credit card, Client (a) authorizes Red Hat to charge Client's credit card for the Services and for the amount due at the time of renewal of Subscription Services, and (b) agrees to provide updated credit card information to Red Hat for renewal purposes.
- 3.3 Taxes.** Unless otherwise defined in this Agreement, capitalized expressions in this Section 3.3 bear the same meaning as those expressions in the *A New Tax System (Goods and Services Tax) Act 1999 (Cth)*. Any amount payable under this Agreement, including all Fees, is exclusive of Taxes. "Taxes" means any form of sales, use, value added or other form of taxation, including GST, and any fines, penalties, surcharges or interest, but excluding any taxes based solely on the net income of Red Hat. Client will pay Red Hat an amount equal to any Taxes arising from or relating to this Agreement or an applicable Order Form which are paid by or are payable by Red Hat. Specifically in respect of GST, if a party makes a Taxable Supply in connection with this Agreement for a Consideration which represents its Value, then the Recipient of the Taxable Supply must also pay, at the same time and in the same manner as the Value is otherwise payable, the amount of any GST payable in respect of the Taxable Supply. The Recipient's obligation to pay GST is subject to a valid Tax Invoice being delivered. If Client is required to withhold or deduct any portion of the payments due to Red Hat, Client will increase the sum payable to Red Hat by the amount necessary so that Red Hat receives an amount equal to the sum it would have received had Client made no withholdings or deductions.

4. License and Ownership

- 4.1 Software.** Each type of Software is governed by a license grant or an end user license agreement, which license terms are contained or referenced in the appendices to this Agreement or the applicable Order Form.
- 4.2 Freedom to Use Ideas.** Subject to Section 9 and Client's rights in Client Information and notwithstanding anything to the contrary contained in this Agreement or an Order Form, the ideas, methods, concepts, know-how, structures, techniques, inventions, developments, processes, discoveries, improvements and other information and materials developed in and during the course of any Order Form may be used by Red Hat, without an obligation to account, in any way Red Hat deems appropriate, including by or for itself or its clients or customers.
- 4.3 Marks.** Unless expressly stated in an Order Form, 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

- 5.1 Reporting.** Client will notify Red Hat (or the Business Partner from whom Client purchased Software or Services) promptly if the actual number of Units of Software or Services utilized by Client exceeds the number of Units for which Client has paid the applicable Fees. In its notice, Client will include the number of additional Units and the date(s) on which such Units were first utilized. Red Hat (or the Business Partner) will invoice Client for the applicable Services for such Units and Client will pay for such Services no later than thirty (30) days from the date of the invoice.
- 5.2 Inspection.** During the term of this Agreement and for one (1) year thereafter, Red Hat or its designated agent may inspect Client's facilities and records to verify Client's compliance with this Agreement. Any such inspection will take place only during Client's normal business hours and upon no less than ten (10) days prior written notice from Red Hat. Red Hat will give Client written notice of any non-compliance, including the number of underreported Units of Software or Services, and Client will have fifteen (15) days from the date of this notice to make payment to Red Hat for the applicable Services provided with respect to the underreported Units. If Client underreports the number of Units utilized by more than five percent (5%) of the number of Units for which Client paid, Client will also pay Red Hat for the cost of such inspection.

6. Term and Termination

- 6.1 Term and Termination of Agreement.** The term of this Agreement will begin on the Effective Date and will terminate at the expiration of ninety (90) days following written notice of termination given by one party to the other. Termination of this Agreement will not operate to terminate any Order Form and the terms and conditions of this Agreement will continue in full force and effect to the extent necessary to give effect to any Order Form in effect at the time of termination of this Agreement and until such time as the applicable Order Form expires or is terminated in accordance with Section 6.2 below.

6.2 Term and Termination of Order Form

- 6.2.1** The term of an Order Form begins on the date the Order Form is executed ("Order Form Effective Date") and continues for the term stated in the Order Form. Thereafter, the term for Subscription Services will automatically renew for successive terms of one (1) year each, unless either party gives written notice to the other of its intention not to renew at least sixty (60) days before the commencement of the next renewal term. Client must use any other Services set forth in an Order Form during the term specified in the Order Form or within one (1) year of the Order Form Effective Date, whichever is shorter; if unused, such Services will be forfeited.
- 6.2.2** If Client or Red Hat materially breaches the terms of an Order Form, and such breach is not cured within thirty (30) days after written notice of the breach is given to the breaching party, then the other party may, by giving written notice of termination to the breaching party, terminate the applicable Order Form and/or this Agreement; provided, however, that no cure period will be required for a breach of Section 9 of this Agreement. The termination of an individual Order Form will not terminate any other Order Form or this Agreement unless otherwise specified in the written notice of termination. Without prejudice to any other right or remedy of Red Hat, in the event either party terminates an Order Form, Client will pay Red Hat (or the Business Partner from whom Client purchased such Software or Services) for all Services provided up to the effective date of termination.
- 6.3 Survival.** If this Agreement or an Order Form is terminated for any reason, Sections 3, 4, 5.2, 6.3, 7, 8, 9, 10.2, 12, 13.1, 13.5-13.13, and 14 of this Agreement (as the same are incorporated into each Order Form) will survive such termination.

7. Continuing Business

Nothing in this Agreement will preclude or limit Red Hat from providing software, materials, or services for itself or other clients, irrespective of the possible similarity of such software, materials or services to those that might be delivered to Client. The terms of confidentiality in Section 9 will not prohibit or restrict either party's right to develop, use or market products or services similar to or competitive with the other party; provided, however, that neither party is relieved of its obligations under this Agreement.

8. Limitation of Liability and Disclaimer of Damages

- 8.1 Limitation of Liability.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, FOR ALL EVENTS AND CIRCUMSTANCES, RED HAT AND ITS AFFILIATES' AGGREGATE AND CUMULATIVE LIABILITY ARISING OUT OF OR RELATING TO THIS AGREEMENT AND ALL ORDER FORMS, INCLUDING WITHOUT LIMITATION ON ACCOUNT OF PERFORMANCE OR NON-PERFORMANCE OF OBLIGATIONS, REGARDLESS OF THE FORM OF THE CAUSE OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING, WITHOUT LIMITATION, NEGLIGENCE), STATUTE OR OTHERWISE WILL BE LIMITED TO DIRECT DAMAGES AND WILL NOT EXCEED THE AMOUNTS RECEIVED BY RED HAT DURING TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE FIRST EVENT GIVING RISE TO LIABILITY, WITH RESPECT TO THE PARTICULAR ITEMS (WHETHER SOFTWARE, SERVICES OR OTHERWISE) GIVING RISE TO LIABILITY UNDER THE MOST APPLICABLE ORDERING DOCUMENT.
- 8.2 Disclaimer of Indirect Damages.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS AGREEMENT OR AN ORDER FORM, IN NO EVENT WILL RED HAT OR ITS AFFILIATES BE LIABLE TO CLIENT OR ITS AFFILIATES FOR DAMAGES OTHER THAN DIRECT DAMAGES, INCLUDING, WITHOUT LIMITATION: ANY INCIDENTAL, CONSEQUENTIAL, SPECIAL, INDIRECT, EXEMPLARY OR PUNITIVE DAMAGES, WHETHER ARISING IN TORT, CONTRACT, OR OTHERWISE; OR ANY DAMAGES ARISING OUT OF OR IN CONNECTION WITH ANY MALFUNCTIONS, REGULATORY NON-COMPLIANCE, DELAYS, LOSS OF DATA, LOST PROFITS, LOST SAVINGS, INTERRUPTION OF SERVICE, LOSS OF BUSINESS OR ANTICIPATORY PROFITS, EVEN IF RED HAT OR ITS AFFILIATES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, LIABILITY FOR THESE DAMAGES WILL BE LIMITED AND EXCLUDED EVEN IF ANY EXCLUSIVE REMEDY PROVIDED FOR IN THIS AGREEMENT FAILS OF ITS ESSENTIAL PURPOSE.

9. Confidentiality

- 9.1 Obligations.** During the term of this Agreement, both parties agree that (i) Confidential Information will be used only in accordance with the terms and conditions of this Agreement; (ii) each will use the same degree of care it utilizes to protect its own confidential information, but in no event less than reasonable care; and (iii) the Confidential Information may be disclosed only to employees, agents and contractors with a need to know, and to its auditors and legal counsel, in each case, who are under a written obligation to keep such information confidential using standards of confidentiality not less restrictive than those required by this Agreement. Both parties agree that obligations of confidentiality will exist for a period of two (2) years following initial disclosure of the particular Confidential Information. "Confidential Information" means all information disclosed by either Red Hat or Client ("Disclosing Party") to the other party ("Recipient") during the term of this Agreement that is either (i) marked confidential or (ii) disclosed orally and described as confidential at the time of disclosure and subsequently set forth in writing, marked confidential, and sent to the Recipient within thirty (30) days following the oral disclosure.
- 9.2 Exclusions.** Confidential Information will not include information which: (i) is or later becomes publicly available without breach of this Agreement, or is disclosed by the Disclosing Party without obligation of confidentiality; (ii) is known to the Recipient at the time of disclosure by the Disclosing Party; (iii) is independently developed by the Recipient without use of the Confidential Information; (iv) becomes lawfully known or available to the Recipient without restriction from a source having the lawful right to disclose the information; (v) is generally known or easily ascertainable by parties of ordinary skill in the business of the Recipient; or (vi) is software code in either object code or source code form that is licensed under an open source license. The Recipient will not be prohibited from complying with disclosure mandated by applicable law if, where reasonably practicable and without breaching any legal or regulatory requirement, it gives the Disclosing Party advance notice of the disclosure requirement.

10. Representations and Warranties

- 10.1 General Representations and Warranties.** Red Hat represents and warrants that: (a) the Services will be performed in a professional and workmanlike manner by qualified personnel; (b) it has the authority to enter into this Agreement with Client; and (c) to Red Hat's knowledge, Red Hat branded Software does not, at the time of delivery to Client, include malicious or hidden mechanisms or code for the purpose of damaging or corrupting the Software.
- 10.2 Disclaimer of Warranty.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, EXCEPT AS EXPRESSLY PROVIDED IN SECTION 10.1 OR BY A THIRD PARTY VENDOR DIRECTLY TO CLIENT UNDER A SEPARATE AGREEMENT, THE SERVICES, SOFTWARE AND ANY HARDWARE ARE PROVIDED BY RED HAT "AS IS" AND WITHOUT WARRANTIES OR CONDITIONS OF ANY KIND, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, AND FITNESS FOR A PARTICULAR PURPOSE. RED HAT DOES NOT GUARANTEE OR WARRANT THAT THE USE OF THE SERVICES, SOFTWARE OR HARDWARE WILL BE UNINTERRUPTED, COMPLY WITH REGULATORY REQUIREMENTS, BE ERROR FREE OR THAT RED HAT WILL CORRECT ALL SOFTWARE ERRORS. FOR THE BREACH OF THE WARRANTIES SET FORTH IN SECTION 10.1, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, CLIENT'S EXCLUSIVE REMEDY, AND RED HAT'S ENTIRE LIABILITY, WILL BE THE REPERFORMANCE OF DEFICIENT SERVICES, OR IF RED HAT CANNOT SUBSTANTIALLY CORRECT A BREACH IN A COMMERCIALY REASONABLE MANNER, CLIENT MAY TERMINATE THE RELEVANT SERVICES AND RECEIVE A PRO RATA REFUND OF THE FEES PAID FOR THE DEFICIENT SERVICES AS OF THE EFFECTIVE DATE OF TERMINATION. ALL STATUTORY OR IMPLIED CONDITIONS AND WARRANTIES ARE EXCLUDED TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, LIABILITY UNDER ANY CONDITION OR WARRANTY WHICH CANNOT LEGALLY BE EXCLUDED IS LIMITED, IN THE DISCRETION OF RED HAT, TO: (A) IN THE CASE OF GOODS, THE REPLACEMENT OF THE GOODS OR THE SUPPLY OF EQUIVALENT GOODS, THE REPAIR OF THE GOODS, THE PAYMENT OF THE COST OF REPLACING THE GOODS OR OF ACQUIRING EQUIVALENT GOODS, OR THE PAYMENT OF THE COST OF HAVING THE GOODS REPAIRED; AND (B) IN THE CASE OF SERVICES, SUPPLYING THE SERVICES AGAIN, OR PAYING THE COST OF HAVING THE SERVICES SUPPLIED AGAIN. Without limiting the generality of the foregoing disclaimer, the Software, Services and any hardware provided are not specifically designed, manufactured or intended for use in (a) the planning, construction, maintenance, control, or direct operation of nuclear facilities, (b) aircraft navigation, control or communication systems, weapons systems, or (c) direct life support systems. Client agrees that it is solely responsible for the results obtained from the use of the Software and Services.

11. Open Source Assurance Program

For Software that is Red Hat branded, purchases under this Agreement may entitle Client to participate in Red Hat's Open Source Assurance Program which is described at <http://www.redhat.com.au/rhel/details/assurance/>. The terms for this optional program are subject to a separate agreement which can be viewed at http://www.redhat.com.au/legal/open_source_assurance_agreement.php.

12. Governing Law/Consent to Jurisdiction

The validity, interpretation and enforcement of this Agreement will be governed by and construed in accordance with the laws of the Commonwealth of Australia and of the State of New South Wales, Australia, without giving effect to the conflicts of laws provisions thereof or the United Nations Convention on Contracts for the International Sale of Goods. All disputes arising out of or relating to this Agreement will be submitted to the exclusive jurisdiction of the state courts of New South Wales, Australia, or the federal courts of the Commonwealth of Australia of competent jurisdiction located in Sydney, New South Wales, Australia, and each party irrevocably consents to such personal jurisdiction and waives all objections to this venue. In the event the Uniform Computer Information Transactions Act (UCITA) or any similar federal or state laws or regulations are enacted, it will not apply to this Agreement, and the governing law will remain as if such law or regulation had not been enacted.

13. Miscellaneous

- 13.1 Notices.** Notices must be in English, in writing, and will be deemed given when delivered by hand or five (5) days after being sent using a method that provides for positive confirmation of delivery to the respective addresses or facsimile numbers indicated in an Order Form; provided that any notice from Client to Red Hat includes a copy sent to: Red Hat, Inc., Attention: General Counsel, 100 East Davie Street, Raleigh, North Carolina 27601; Facsimile: (919) 754-3704.
- 13.2 Assignment.** This Agreement is binding on the parties to this Agreement, and other than the rights conferred on Business Partners in Sections 5.1 and 6.2.2, nothing in this Agreement or in any Order Form grants any other person or entity any right, benefit or remedy of any nature whatsoever, except for the parties' Affiliates as expressly provided in this Agreement. This Agreement is assignable by either party only with the other party's prior written consent, which will not be unreasonably withheld, conditioned or delayed; provided, however, either party may, upon written notice and without the prior approval of the other party, (a) assign this Agreement to an Affiliate as long as the Affiliate has sufficient credit to satisfy its obligations under this Agreement and the scope of Service is not affected; and (b) assign this Agreement pursuant to a merger or a sale of all or substantially all of such party's assets or stock.
- 13.3 Independent Contractor.** Red Hat is an independent contractor and nothing in this Agreement or related to Red Hat's performance of any Order Form will be construed to create an employment or agency relationship between Client (or any Client personnel) and Red Hat (or any Red Hat personnel). Each party will be solely responsible for supervision, direction, control and payment of its personnel, including applicable taxes, deductions, other payments and benefits. Red Hat may subcontract Services under an Order Form to third parties or Affiliates without the approval of Client; provided, however, that (a) subcontractors agree to protect Client Confidential Information, and (b) Red Hat remains responsible to Client for performance of its obligations hereunder.

- 13.4 Force Majeure.** Neither party will be liable for nonperformance or delays caused by acts of God, wars, riots, strikes, fires, floods, hurricanes, earthquakes, government restrictions, terrorist acts or other causes beyond its reasonable control.
- 13.5 Non-solicitation.** Client agrees not to solicit or hire any personnel of Red Hat involved with the delivery of Services in connection with any Order Form during the term of and for twelve (12) months after termination or expiration of such Order Form; provided that Client may hire an individual employed by Red Hat who, without other solicitation, responds to advertisements or solicitations aimed at the general public.
- 13.6 Export and Privacy.** Red Hat may supply Client with technical data that is subject to export control restrictions. Red Hat will not be responsible for compliance by Client with applicable export obligations or requirements for this technical data. Client agrees to comply with all applicable export control restrictions. If Client breaches this Section 13.6 or the export provisions of an applicable end user license agreement for the Software, or any provision referencing these sections, Red Hat may terminate this Agreement and/or the applicable Order Form and its obligations thereunder without liability to Client. Client acknowledges and agrees that to provide the Services, it may be necessary for Client Information and/or Client's personal information (as defined in the *Privacy Act 1988 (Cth)*) to be transferred between Red Hat, its Affiliates, Business Partners and/or subcontractors, which may be located worldwide. Red Hat acknowledges that any use of personal information is consistent with Red Hat's privacy policy, as it exists from time to time, which is described at http://www.redhat.com/legal/privacy_statement.html.
- 13.7 Dispute Resolution.** Each party agrees to give the other a written description of any problem(s) that may arise and to make a good faith effort to amicably resolve any such problem before commencing any proceeding. Notwithstanding the foregoing, either party may take any action reasonably required to protect such party's rights. To the fullest extent permitted by applicable law, no claim or action, regardless of form, arising out of this Agreement or an Order Form may be brought by either party more than one (1) year after the cause of action has accrued.
- 13.8 Headings.** All headings contained in this Agreement are inserted for identification and convenience and will not be deemed part of this Agreement for purposes of interpretation.
- 13.9 Severability.** If any provision of this Agreement is held invalid or unenforceable for any reason but would be valid and enforceable if appropriately modified, then such provision will apply with the modification necessary to make it valid and enforceable. If such provision cannot be so modified, the parties agree that such invalidity will not affect the validity of the remaining provisions of the Agreement.
- 13.10 Waiver.** The delay or failure of either party to exercise any rights under this Agreement will not constitute or be deemed a waiver or forfeiture of such rights. No waiver will be valid unless in writing and signed by an authorized representative of the party against whom such waiver is sought to be enforced.
- 13.11 Complete Agreement.** Each Order Form (a) is a separate agreement and is deemed to incorporate this Agreement, unless otherwise expressly provided in that Order Form; (b) constitutes the exclusive terms and conditions with respect to the subject matter of that Order Form, notwithstanding any different or additional terms that may be contained in the form of purchase order or other document used by Client to place orders or otherwise effect transactions under this Agreement; and (c) represents the final, complete and exclusive statement of the agreement between the parties with respect thereto, notwithstanding any prior written agreements or prior and contemporaneous oral agreements with respect to the subject matter of the Order Form. In the event of any conflict between this Agreement, any Order Form and any end user license agreement for Software, this Agreement will take precedence unless otherwise expressly provided in the Order Form. Notwithstanding any provision to the contrary in this Agreement, any applicable end user license agreement will be governed by the laws of the State of New York and of the United States, without regard to any conflict of laws provisions. Any claim relating to the provision of the Services by Red Hat, its Affiliates, or their respective personnel, will be made against Red Hat alone.
- 13.12 Amendment.** Neither this Agreement nor any Order Form may be amended or modified except in a writing signed by the parties, which writing makes specific reference to this Agreement or the applicable Order Form.
- 13.13 Counterparts and Facsimile Signature.** In the event this Agreement is executed with signatures, this Agreement may be executed in counterparts, each of which will be deemed an original and all of which will constitute one and the same document. The parties may exchange signature pages by facsimile and such signatures will be effective to bind the parties to all the terms contained in this Agreement.
- 14. WAIVER OF JURY TRIAL. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, EACH PARTY WAIVES THE RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED UNDER THIS AGREEMENT.**

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 the Agreement, including 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

1.1 Subscription Units: 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 1.4, 1.5 and 1.6 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, Virtual Nodes or Physical Nodes (e.g. Socket-pairs, Virtual Guests, etc.) on which you install or use the Software, while Software Subscriptions for Red Hat JBoss Enterprise Application Platform are priced based on the number of Cores running that Software, in a range called a Core Band. “**Red Hat Products**” refers collectively to the Software Subscriptions, Support Subscriptions and Management Subscriptions listed in Tables 1.4, 1.5 and 1.6. Note that Red Hat Products do not include generally available open source projects such as www.wildfly.org, www.jboss.org, www.fedoraproject.org, www.openstack.redhat.com, www.gluster.org, www.centos.org and/or other community projects.

1.2 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 (including variants or components thereof). In addition, if you are using Subscription Services to support or maintain a Red Hat Product and/or non-Red Hat Product, then you are required to purchase Subscription Services for each instance of such Red Hat Product and/or non-Red Hat Product for which you use Subscription Services. 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). You agree not to use Software Subscriptions with higher support service levels (e.g. Standard and/or Premium) to provide such higher support levels to Units with Subscriptions that include lower support levels (e.g. Self-support and/or Standard), unless you report and pay for the higher support service levels on such Units. You may migrate from one Unit of a given Software Subscription to another Unit with the same Subscription Services characteristics (such as from one on-premise System or Physical Node to another on-premise System or Physical Node) 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 licenses 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 foregoing sentence is not intended to limit your internal use of the Software to run a web site and/or to offer your own software as a service, provided such a web site or service (a) does not include a distribution of the Software or Subscription Services and (b) provides a material value added application or service other than the Software and/or Subscription Services. 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 all of your obligations under the Agreement and this Appendix and for the activities and omissions of the 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 are qualified for the Red Hat Cloud Access program and agree to the terms of Red Hat's Cloud Access program as set forth in Exhibit 1.J. 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 Software or other Red Hat Products, (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 and/or (e) using Subscription Services to support or maintain any non-Red Hat Software products without purchasing Subscription Services for each instance of such non-Red Hat Product for which you use Subscription Services. 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.

1.3 Subscription Start Date: Unless otherwise agreed in an Order Form, the Subscription Services will begin on the date you purchase the Subscription Services (please note that the foregoing does not limit your obligation to pay for Subscription Services that you previously used but for which you have not paid).

1.4 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 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 1.4 below lists the Software Subscriptions offered by Red Hat and the Unit descriptions that are used to measure your use of each Software Subscription. The End User License Agreement(s) that governs your use of the Software is/are located at www.redhat.com/licenses/EULAs (note that for certain Red Hat Products multiple EULAs will apply). The Exhibits listed in Table 1.4 contain additional information concerning the scope of the Software Subscriptions and how Red Hat provides Subscription Services to you.

Table 1.4

Software Subscription	Unit Description (used to measure your use of Software Subscriptions)	Exhibit Containing Additional Terms
Red Hat Enterprise Linux Server (Physical or Virtual Nodes)	Physical Node: a physical system on which you install or execute all or a portion of the Software including, without limitation, a server, work station, laptop, blade or other physical system, as applicable: OR Virtual Node: an instance of the Software executed, in whole or in part, on a virtual machine.	1.A
Red Hat Enterprise Linux for Virtual Datacenters	Physical Node: a physical system on which you install or execute all or a portion of the Software including, without limitation, a server, work station, laptop, blade or other physical system, as applicable.	1.A
Red Hat Enterprise Linux Server Entry Level	Physical Node: a physical system on which you install or execute all or a portion of the Software including, without limitation, a server, work station, laptop, blade or other physical system, as applicable.	1.A
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 Nodes Red Hat Enterprise Linux for IBM POWER Red Hat Enterprise Linux for PRIMEQUEST Red Hat Enterprise Linux for SAP Applications Red Hat Enterprise Linux Server Add-Ons: High Availability Load Balancer Resilient Storage Scalable File System Smart Management Extended Update Support Extended Life Cycle Support High Performance Network	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; or vCPU: a physical CPU, in whole or in part, which is assigned to a virtual machine on which you install or execute all or a portion of the Software. 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 contained in Exhibit 1.A.	1.A
Red Hat MRG Real-time	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	1.A

Software Subscription	Unit Description (used to measure your use of Software Subscriptions)	Exhibit Containing Additional Terms
Red Hat Enterprise Linux Desktop Red Hat Enterprise Linux Workstation	executed on, without limitation, a server, work station, laptop, virtual machine, blade, node, partition, appliance or engine, as applicable.	
Red Hat Enterprise Linux for IBM System z	IFL: an IFL, or an Integrated Facility for Linux, is a mainframe CPU dedicated to Linux workloads.	1.A
Red Hat Enterprise Virtualization	Physical Node: a physical system on which you install or execute all or a portion of the Software including, without limitation, a server, work station, laptop, blade or other physical system, as applicable.	1.A
Red Hat Enterprise Linux with Enterprise Virtualization	Physical Node: a physical system on which you install or execute all or a portion of the Software, including, without limitation, a server, work station, laptop, blade, or other physical system, as applicable.	1.A
Red Hat Enterprise Linux Academic Server Red Hat Enterprise Linux Academic Desktop Red Hat Enterprise Linux Academic Workstation	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.A
Red Hat Enterprise Linux Academic Site Subscription	Full Time Equivalent or FTE: the total number of (a) full time faculty, (b) one third of the part time faculty, (c) the full time staff and (d) one half of the part time staff.	1.A
Red Hat Infrastructure for Academic Institutions - Site Subscription	Full Time Equivalent or FTE: the total number of (a) full time faculty, (b) one third of the part time faculty, (c) the full time staff and (d) one half of the part time staff.	1.A
Red Hat Enterprise Linux Developer Suite	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.C
Red Hat JBoss Enterprise Application Platform Red Hat JBoss Web Server Red Hat JBoss Web Server Plus Red Hat JBoss Fuse Service Works Red Hat JBoss Data Virtualization Red Hat JBoss Fuse Red Hat JBoss A-MQ Red Hat JBoss Portal Red Hat JBoss BPM Suite Red Hat JBoss BRMS plus BPM Suite Red Hat JBoss BRMS Red Hat JBoss Data Grid Red Hat JBoss Middleware add-on option: Management Extended Life Cycle Support	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.	1.B
Red Hat JBoss Developer Studio	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.C
Red Hat Storage Server for On-premise	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 Storage Server for Public Cloud	Virtual Guest: an instance of the Software that is executed, in whole or in part, on a virtual machine.	1.D, 1.J

Software Subscription	Unit Description (used to measure your use of Software Subscriptions)	Exhibit Containing Additional Terms
Red Hat Storage Server for Hybrid Cloud	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; and Virtual Guest: an instance of the Software that is executed, in whole or in part, on a virtual machine.	1.D, 1.J
Red Hat Storage for Red Hat Enterprise Linux OpenStack Platform	Physical Node: a physical system on which you install or execute all or a portion of the Software, including, without limitation, a server, work station, laptop, blade, or other physical system, as applicable.	1.A, 1.D
OpenShift Enterprise OpenShift Enterprise Broker Infrastructure Red Hat JBoss Middleware for OpenShift Enterprise	Physical Node: a physical system on which you install or execute all or a portion of the Software including, without limitation, a server, work station, laptop, blade or other physical system, as applicable. Virtual Guest: an instance of the Software that is executed, in whole or in part, on a virtual machine.	1.B, 1.K
Red Hat Cloud Infrastructure	Physical Node: a physical system on which you install or execute all or a portion of the Software including, without limitation, a server, work station, laptop, blade or other physical system, as applicable.	1.E, 1.I
Red Hat Enterprise Linux OpenStack Platform	Physical Node: a physical system on which you install or execute all or a portion of the Software, including, without limitation, a server, work station, laptop, blade, or other physical system, as applicable.	1.A, 1.F

1.5 Support Subscriptions. Table 1.5 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 End User License Agreement that governs your use of the Software is located at www.redhat.com/licenses/EULAs. The Exhibits listed in Table 1.5 contain additional information concerning the scope of the Support Subscriptions and how Red Hat provides Subscription Services to you.

Table 1.5

Support Subscription	Unit Description (used to measure your use of Support Subscriptions)	Exhibit Containing Additional Terms
Technical Account Management ("TAM") Service TAM Extension	Point of Contact: a Red Hat associate whom you are authorized to contact to request support for a particular team, geography or Red Hat product line.	1.G
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.G
Red Hat Enterprise Linux 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.G
Red Hat JBoss Middleware Extended Life Cycle Support	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.	1.G
Red Hat Enterprise Linux Developer Workstation	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.G
Red Hat Enterprise Linux Developer 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.G

1.6 Management Subscriptions. Table 1.6 below lists the Management Subscriptions offered by Red Hat and the Unit description that is used to measure your use of the Management Subscription(s). The End User License Agreement that governs your use of the Software is

located at www.redhat.com/licenses/EULAs. The Exhibits listed in Table 1.6 contain additional information concerning the scope of the Management Subscriptions and how Red Hat provides Subscription Services to you.

Table 1.6

Management Subscription	Unit Description (used to measure your use of Management Subscriptions)	Exhibit Containing Additional Terms
Red Hat Satellite Server Red Hat Satellite Server Starter Pack	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. 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.	1.H
Red Hat Satellite Proxy	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.H
Red Hat Smart Management	Module: an entitlement to manage one System, Virtual Node or Physical Node.	1.H
Red Hat Monitoring Module	Module: an entitlement to monitor one System, Virtual Node or Physical Node.	1.H
Red Hat JBoss Operations Network	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.	1.H
Red Hat Directory Server	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.H
Red Hat CloudForms (and its predecessor ManageIQ EVM Suite)	Managed Node: a server, blade or node managed by the Software.	1.I
Red Hat CloudForms for Public Cloud (and its predecessor ManageIQ EVM for Public Cloud)	Managed VM: a virtual machine on a public cloud managed by the Software.	1.I

- 1.7 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 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.G to extend your Subscription Services for certain versions of Software.

2. Production Support and Development Support Terms

- 2.1 Definitions.** “**Development Purposes**” means using the Software for the specific purpose of (a) developing, (b) single-user prototyping, quality assurance or testing and/or (c) demonstrating software or hardware that runs with or on the Software. “**Production Purposes**” means using the Software (a) in a production environment, (b) generally using live data and/or applications for a purpose other than Development Purposes, (c) for multi-user prototyping, quality assurance and testing and/or (d) for backup instances. “**Supported Hardware**” means the hardware and platforms that are listed at (i) <https://hardware.redhat.com> and <http://www.redhat.com/resourcelibrary/articles/enterprise-linux-virtualization-support> for Red Hat Enterprise Linux and Red Hat Enterprise Virtualization subscriptions, (ii) <http://www.jboss.com/products/platforms/application/supportedconfigurations/> for Red Hat JBoss Middleware subscriptions, and (iii) <https://access.redhat.com/knowledge/articles/66206> for Red Hat Storage Server. “**Evaluation Subscriptions**” are Subscription Services provided for the sole purpose of evaluating the suitability of the Subscription Services for your future purchase from Red Hat or through one of our authorized Business Partners, and not for Production Purposes, Development Purposes or any other purpose (“**Evaluation Purposes**”). “**Support Contact(s)**” is a person authorized by you to open support requests and/or contact Red Hat support personnel.
- 2.2 Use Cases.** Subscription Services are provided for Software only when used for its supported purpose (“**Use Case**”). The Use Case determines which Subscription is required and what fees are charged. 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 Evaluations.** By requesting an Evaluation Subscription, you represent that you will be using the Subscription Services for Evaluation Purposes only and you understand that Red Hat is relying on the accuracy of your representation in providing you with access to the Evaluation Subscription(s). If you use the Red Hat Evaluation Subscription(s) for any other purposes, you are in violation of this Agreement and are required to pay the applicable subscription fees in accordance with Sections 1.1 and 1.2 above, in addition to any and all other remedies available to Red Hat under applicable law. Examples of such violations include, but are not limited to, using the Subscription Services provided under an Evaluation Subscription for Production Purposes, offering support services to third parties, or complementing or supplementing third party support services with Subscription Services received through an Evaluation Subscription.
- 2.4 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 2.5 - 2.8 apply to you only if you have purchased Subscription Services with Production Support provided by Red Hat. If you have purchased Subscription Services with support provided by a Business Partner, Sections 2.5 – 2.8 do not apply to you and you should work with your Business Partner to obtain support services.
- 2.5 Support from Red Hat. “Development Support”** consists of assistance with installation, usage, problem diagnosis and bug fixes for the applicable Software used for Development Purposes during specific Red Hat life cycle phases (as referenced in Section 1.7 above). Development Support also consists of advice on architecture, design, development and prototyping. Requests for deployment and maintenance assistance and/or assistance for Production Purposes 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 used for Production Purposes during specific Red Hat life cycle phases (as referenced in Section 1.7 above). 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 and/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.

- 2.6 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 or hypervisor 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 2.7 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>.

- 2.7 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**”) and/or Red Hat Network (“**RHN**”) (collectively, “**Red Hat Portal**”). 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 2.7

	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	N/A	Initial and Ongoing Response	Initial Response	Ongoing Response
Severity 1 (Urgent): A problem that severely impacts your use of the Software in a production environment (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 in a production environment is severely reduced. The situation is causing a high impact to portions of your business operations and	N/A	4 Business Hours	2 hours	4 hours

	Self-support	Standard	Premium	
no procedural work around exists.				
Severity 3 (Medium): A problem that involves partial, non-critical loss of use of the Software 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.	N/A	1 Business Day	4 Business Hours	8 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.	N/A	2 Business Days	8 Business Hours	2 Business Days

Note: The guidelines set forth in Table 2.7 do not apply to the Developer Subscriptions described in Exhibit 1.C or to the Red Hat Enterprise Linux Developer Workstation and Red Hat Enterprise Linux Developer Support Subscriptions described in Exhibit 1.G.

2.8 Support Contacts

For the Software Subscriptions, you may contact Red Hat through your designated Support Contacts. You may designate up to the number of contacts described in Table 2.8 below based on the number of Standard and Premium Software Subscriptions you have purchased (other than for Academic Edition Customers with Campus Wide Subscriptions*). We will provide Subscription 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.

Table 2.8

Number of Standard and Premium Software Subscriptions (excluding Red Hat JBoss Subscriptions)	Number of Cores included in Red Hat JBoss Software Subscriptions	Support Contacts
1 to 50	1 to 32	2
51 to 100	33 to 64	4
101 to 250	65 to 96	6
251 to 500	97 to 128	8
501 to 1000	129 to 160	10
1001 and over	161 to 192	12

*For Academic Edition Customers with Campus Wide Subscriptions, you may have three (3) Support Contacts for every one thousand (1,000) FTEs.

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 Unit of Red Hat Enterprise Linux Server including variants such as Red Hat Enterprise Linux Server for HPC Compute Nodes, Red Hat Enterprise Linux for IBM POWER and Red Hat Enterprise Linux for SAP Applications, based on the capacity of such Unit as described in Table 1 below. Multiple Software Subscriptions may be “stacked” to account for the capacity of a given Unit. “Stacking” (or “Stackable”) means the application of more than one of the same Subscription to account for additional capacity.

Table 1

Software Subscription	Support Level	Unit of Measure	Capacity		Stackable
			Socket(s)	Virtual Nodes	
Red Hat Enterprise Linux Server (Physical or Virtual Nodes)	Standard or Premium	Physical Node OR Virtual Node	Socket-pair for each Physical Node OR 2 Virtual Nodes		Physical Node: Yes Virtual Node: Yes, up to a maximum of 4 virtual instances ² per Physical Node
Red Hat Enterprise Linux for Virtual Datacenters ¹	Standard or Premium	Physical Node	Socket-pair	Unlimited Virtual Nodes running on a Socket-pair	Physical Node: Yes Virtual Node: Yes
Red Hat Enterprise Linux Server Entry Level	Self-support	Physical Node	Socket-pair	None	Physical Node: No Virtual Node: Yes, up to a maximum of 4 virtual instances ² per Physical Node
Red Hat Enterprise Linux OpenStack Platform	Standard or Premium	Physical Node	Socket-pair	Unlimited Virtual Nodes running on a Socket-pair	Physical Node: Yes Virtual Node: Yes
Red Hat Enterprise Linux with Enterprise Virtualization	Standard or Premium	Physical Node	Socket-pair	Unlimited Virtual Nodes running on a Socket-pair	Physical Node: Yes Virtual Node: Yes
Red Hat Enterprise Linux Server	Standard or Premium	System	1-2 Sockets, 4 Sockets, or 8 Sockets	1 Virtual Guest, 4 Virtual Guests, or Unlimited Virtual Guests	Sockets: No Virtual Guest: Yes
Red Hat Enterprise Linux Server	Self-support	System	1-2 Sockets	1 Virtual Guest	Sockets: No Virtual Guest: No
Red Hat Enterprise Linux for PRIMEQUEST	Premium	System	1-2 Sockets, 4 Sockets, 6 Sockets or 8 Sockets	1 Virtual Guest, 4 Virtual Guests, or Unlimited Virtual Guests	Sockets: No Virtual Guest: Yes

A “Socket” is a socket occupied by a CPU on a System or Physical Node. A “**Socket-pair**” is up to two sockets each occupied by a CPU on a System or Physical Node. A “**Virtual Guest**” is an instance of the Software that is executed, in whole or in part, 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.

¹Please note that Red Hat Enterprise Linux for Virtual Datacenters Subscriptions do not include an entitlement for the host operating system.

²The maximum number of four (4) virtual instances may consist of Red Hat Enterprise Linux Virtual Nodes, Virtual Guests or any other guest operating system.

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)**”). Add-Ons require a separate paid and active Software Subscriptions for each Unit that deploys, installs, uses or executes such Add-On. Each Unit of Add-Ons must match the Support Level (Standard and/or Premium), Unit of Measure and capacity as the underlying Red Hat Enterprise Linux Unit. Add-Ons are not supported on Red Hat Enterprise Linux Subscriptions with a Self-support service level except Smart Management Add-Ons. The Add-Ons include: High Availability, Load Balancer, Resilient Storage, Scalable File System, Smart Management, 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) Systems without Add-Ons (except Smart Management); and (b) 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 below.

Table 4

Software	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 not split or apply one Red Hat Enterprise Linux Software Subscription to two or more Units.
Red Hat Enterprise Linux for IBM POWER	Supports up to 15 logical partitions per System.
Red Hat Enterprise Linux for PRIMEQUEST	Subscription Services are provided only on Fujitsu PRIMEQUEST systems. You may not split or apply one Red Hat Enterprise Linux for PRIMEQUEST Software Subscription to two or more Units or any other systems.
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 applications, load balancing, or file services.
Red Hat Enterprise Linux with Enterprise Virtualization	Supported on physical hardware solely to support virtual guests. Red Hat Enterprise Linux with Enterprise Virtualization is designed to run and manage virtual instances and does not support user-space applications. The included Red Hat Enterprise Linux is supported solely when used as the host operating system with the Red Hat Enterprise Virtualization Hypervisor or when used as the guest operating system with virtual machines created and managed with the Red Hat Enterprise Virtualization Manager.
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 a Software Subscription with the same (a) support level (Standard or Premium) and (b) number of Virtual Guests (1, 4 or unlimited Virtual Guests), provided that you do not exceed the total number of Virtual Guests associated with the underlying Software Subscriptions. 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 or Physical Nodes used intermittently for disaster recovery purposes such as systems receiving periodic backups of data from production servers, provided those disaster recovery systems have the same Service Levels (as set forth in Appendix 1,

Software	Use Case
	Section 2.7) and configurations (e.g. Socket-pairs, Virtual Guests, Cores).
Red Hat Enterprise Linux for Retail	Systems used at retail store locations with the same application stack excluding any data center deployments.

5. Red Hat Enterprise Virtualization Use Cases

You must purchase the appropriate number and type of Software Subscription(s) for each Physical Node that deploys, installs, uses or executes Red Hat Enterprise Virtualization based on the number of Socket-pairs. Subscription Services are provided for Red Hat Enterprise Virtualization only when used for its supported Use Case in accordance with the terms of this Exhibit and Table 5 below. A Red Hat Enterprise Virtualization Subscription comes with RHEV-Manager, which requires the purchase of an underlying Red Hat Enterprise Linux Subscription for each Unit (i.e., Physical Node or Virtual Node) running RHEV-Manager.

Table 5

Software	Use Case
Red Hat Enterprise Virtualization	Supported on physical hardware solely to support virtual guests. Red Hat Enterprise Virtualization is designed to run and manage virtual instances and does not support user-space applications. Red Hat Enterprise Virtualization may be used as a virtual desktop infrastructure solution, however, the Subscription does not come with software or support for the desktop operating system. You must purchase the operating system for each instance of a desktop or server separately.

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 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 and Red Hat Enterprise Linux Workstation 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	Use Case
Red Hat Enterprise Linux Desktop Red Hat Enterprise Linux Workstation	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 Realtime

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

7.1 Red Hat Enterprise MRG Realtime Use Cases.

Subscription Services are provided for Red Hat Enterprise MRG Realtime 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	Use Case
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.

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 in Table 8 below.

Table 8

Software	Use Case
Red Hat Enterprise Linux – Academic Server Red Hat Enterprise Linux Academic Desktop Red Hat Enterprise Linux Academic Workstation	Red Hat Enterprise Linux – Academic Server Subscriptions are supported for use by qualified academic institutions for teaching and learning purposes that consist of (a) faculty, staff, or student laptops or desktops for personal and academic use, (b) computer labs available to faculty, staff, and students for general education use, (c) classroom desktops, (d) laboratories for technical and research use and/or (e) laboratories for software development use. Red Hat Enterprise Linux – Academic Server is not supported when used for any purpose other than as described in (a) – (e) above. Qualified academic institutions must be accredited by a national accreditation agency (e.g. the United States accreditation is located at http://ope.ed.gov/accreditation/Search.aspx). Note: When you use Red Hat Enterprise Linux – Academic Server for non-qualified academic purposes as described above, standard Red Hat Enterprise Linux subscription rates apply.
Red Hat Enterprise Linux Academic Site Subscription	Red Hat Enterprise Linux Academic Site Subscriptions are supported for use by qualified academic institutions. Qualified academic institutions must (a) be accredited by a national accreditation agency (e.g. the United States accreditation is located at http://ope.ed.gov/accreditation/Search.aspx) and (b) have at least one thousand (1,000) FTEs.
Red Hat Infrastructure for Academic Institutions - Site Subscription	Red Hat Infrastructure for Academic Institutions - Site Subscriptions are supported for use by qualified academic institutions. Qualified academic institutions must (a) be accredited by a national accreditation agency (e.g. the United States accreditation is located at http://ope.ed.gov/accreditation/Search.aspx) and (b) have at least one thousand (1,000) FTEs.

1. Red Hat JBoss Middleware Software Subscriptions

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

- Software Access for the Red Hat JBoss Middleware Software Subscription that you purchased (such as Red Hat JBoss Enterprise Application Platform in the example above) and access to certain additional Red Hat JBoss 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 Red Hat JBoss Middleware Software Subscription product that you purchased (again, Red Hat JBoss Enterprise Application Platform in the example above) but not for the Supplemental JBoss Software; and
- Software Maintenance for both the Red Hat JBoss 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 Red Hat JBoss 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 Red Hat JBoss Middleware Software Subscription that you purchased (such as Red Hat JBoss Enterprise Application Platform in the example above) and does not apply to Supplemental JBoss Software.

1.3 Red Hat JBoss Middleware Use Cases. Subscription Services are provided for Red Hat JBoss Middleware Software Subscriptions only when used for its supported purpose (“**Use Case**”) as set forth at: <https://access.redhat.com/support/offerings/iboss/>. If Red Hat determines that any of the JBoss Middleware Software Subscription Services or Software provided hereunder is being used to support software obtained from community sites without purchasing a corresponding Software Subscription for such community software, Red Hat may, without limiting its other rights or remedies, immediately suspend performance and/or terminate the Agreement.

1. Red Hat Enterprise Linux Developer Suite

Red Hat Enterprise Linux Developer Suite provides an open source development environment that consists of Red Hat Enterprise Linux with built-in development tools, certain Red Hat Enterprise Linux Add-Ons, Red Hat MRG Realtime, Smart Management and access to Software Maintenance, but no Development or Production Support.

If you use any of the Subscription Services or Software associated with Red Hat Enterprise Linux Developer Suite for Production Purposes, or use the Red Hat Enterprise Linux Software Subscription entitlement independently, 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 Red Hat Enterprise Developer Suite.

2. Red Hat Enterprise Linux Developer Suite Use Cases.

Subscription Services are provided for Red Hat Enterprise Linux Developer Suite only when used for its supported Use Case in accordance with the terms of this Exhibit and Table 2 below.

Table 2

Software	Use Case
Red Hat Enterprise Linux Developer Suite	Subscription Services for Red Hat Enterprise Linux Developer Suite are available for Development Purposes only.

3. Red Hat JBoss Developer Studio Subscriptions

Red Hat JBoss Developer Studio Portfolio Edition provides an open source development environment that consists of Eclipse, Eclipse Tooling and Red Hat JBoss Middleware platforms. Red Hat 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 Red Hat JBoss Developer Studio Portfolio Edition for Production Purposes, or use the Red Hat Enterprise Linux Software Subscription entitlement independently of your use of the Red Hat 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 Red Hat JBoss Developer Studio Portfolio Edition.

4. Red Hat JBoss Developer Studio Portfolio Edition Use Cases.

Subscription Services are provided for Red Hat JBoss Developer Studio only when used for its supported Use Case in accordance with the terms of this Exhibit and Table 4 below.

Table 4

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

1. Red Hat Storage Server

You must purchase the appropriate number and type of Software Subscription(s) for each Unit of Red Hat Storage Server on your premise or elsewhere. Red Hat Storage Server for On-Premise includes management tools to manage one or more instances of Red Hat Storage Server ("Red Hat Storage Console"). If you use the software contained in the Red Hat Storage Console for any purpose other than the management of Red Hat Storage Server, you agree to purchase the applicable number of Units of the relevant Software Subscriptions for such use. If you use Red Hat Storage Server on a Vendor's Cloud, the Vendor may have additional terms and fees, independent of this Agreement, for such usage. "Vendor" means the Red Hat authorized third party from which you purchased Cloud services. "Cloud" means a Vendor's hosted computing infrastructure of shared resources that provides virtual machines or instances to end users on an on-demand basis. For Red Hat Storage Server for Public Cloud, Exhibit 1.J also applies. Red Hat Storage Server for Hybrid Cloud is a bundle (a) of an equal number of Red Hat Storage Server for On-Premise and Red Hat Storage Server for Public Cloud entitlements and (b) sold in even numbers of Units.

2. Red Hat Storage Server Use Cases

Subscription Services for Red Hat Storage Server are provided only when used for its supported purpose ("Use Case") in accordance with the terms of this Exhibit and Table 2 below.

Table 2

Software Subscription	Use Case
Red Hat Storage Server for On-Premise	Red Hat Storage Server for On-Premise is intended to be used as a storage system and will be supported only when used as a storage node. Red Hat Storage Server is not supported on non-server hardware such as desktops or workstations. Red Hat Storage Server for On-Premise is intended for use on a dedicated System, Physical Node, Virtual Node or Virtual Guest; running other applications and/or programs of any type on the System, Physical Node, Virtual Node or Virtual Guest can have a negative impact on the function and/or performance of the Red Hat Storage Server and is not a supported Use Case. Each Red Hat Storage Server Subscription includes one Software Subscription to Red Hat Enterprise Linux Server and the Scalable File System Add-on, which are supported solely in connection with the use of Red Hat Storage Server.
Red Hat Storage Server for Public Cloud	Red Hat Storage Server for Public Cloud is intended to be used as a storage system and will be supported only when used as a storage node. When running in Amazon Web Services, an EC2 M1 Large dedicated instance is required in order to be supported. Running other applications and/or programs of any type on the same instance can have a negative impact on the function and/or performance of the Red Hat Storage Server and is not a supported Use Case. Each Red Hat Storage Server Subscription includes one Software Subscription to Red Hat Enterprise Linux Server and the Scalable File System Add-on, which are supported solely in connection with the use of Red Hat Storage Server.
Red Hat Storage for Red Hat Enterprise Linux OpenStack Platform	Red Hat Storage Server for Red Hat Enterprise Linux OpenStack Platform is intended to be used as a storage system with Red Hat Enterprise Linux OpenStack Platform and will be supported only when used as a storage node. Red Hat Storage Server is not supported on non-server hardware such as desktops or workstations. Red Hat Storage Server for Red Hat Enterprise Linux OpenStack Platform is intended for use on a dedicated Physical Node; running other applications and/or programs of any type on the Physical Node can have a negative impact on the function and/or performance of the Red Hat Storage Server and is not a supported Use Case. Each Red Hat Storage Server Subscription includes one Software Subscription to Red Hat Enterprise Linux Server and the Scalable File System Add-on, which are supported solely in connection with the use of Red Hat Storage Server.

3. Production Support

A Software Subscription to Red Hat Storage Server entitles you to Production Support only. Production Support does not include support of the Software for developing, prototyping and/or demonstrating software or hardware that runs with or on the Software.

1. Red Hat Cloud Infrastructure Subscriptions

- 1.1 Entitlements and Purchasing Requirements.** You must purchase the appropriate number of Software Subscription(s), based on the number of Socket-pairs in each Physical Node. A **“Socket-pair”** is up to two sockets each occupied by a CPU in the Physical Node. A Red Hat Enterprise Linux Software Subscription is bundled with the Red Hat Cloud Infrastructure Software Subscription and the fees are based on the Use Cases described below. Any use of the Red Hat Enterprise Linux Software Subscription other than the Use Cases described below is subject to Red Hat’s standard Software Subscription fees. Your Subscription comes with a Red Hat CloudForms Software Subscription and you are required to purchase additional Red Hat CloudForms Software Subscriptions if you are managing any virtual machines with the Red Hat Cloud Infrastructure Subscription that are not running on the same Physical Node as the active Red Hat CloudForms Software Subscription.
- 1.2 Supported Uses.** 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 1.2 below.

Table 1.2

Software Subscription	Supported Use Case
Red Hat Cloud Infrastructure	Red Hat does not provide Subscription Services for the Software when used on a Physical Node that is not a server. Red Hat Enterprise Linux is supported solely when used as the host operating system for Red Hat Enterprise Linux OpenStack Platform or when used as the guest operating system on virtual machines created and managed with this Subscription. Red Hat Enterprise Virtualization is supported solely when used to run and manage virtual guests for this Subscription. Red Hat Enterprise Linux is currently the only supported operating system for Red Hat Enterprise Linux OpenStack Platform.
Red Hat Cloud Infrastructure (without guest OS)	Red Hat does not provide Subscription Services for the Software when used on a Physical Node that is not a server. Red Hat Enterprise Linux is supported solely when used as the host operating system for Red Hat Enterprise Linux OpenStack Platform. Red Hat Enterprise Virtualization is supported solely when used to run and manage virtual guests for this Subscription. Red Hat Enterprise Linux is currently the only supported operating system for Red Hat Enterprise Linux OpenStack Platform. You must purchase the appropriate third party license and/or subscription for the operating system and other software running on each virtual machine on the Physical Node.

2. Production Support.

Each Red Hat Cloud Infrastructure Software Subscription comes with Standard or Premium Production Support. Red Hat only provides Production Support for the Red Hat Products and does not provide any Production Support for any underlying infrastructure or for any third party products that may be running on any servers or virtual machines.

1. Red Hat Enterprise Linux OpenStack Platform Subscriptions

- 1.1 Entitlements and Purchasing Requirements.** You must purchase the appropriate number of Software Subscription(s), based on the number of Socket-pairs in each Physical Node running the Red Hat Enterprise Linux OpenStack Platform Software. A “**Socket-pair**” is up to two sockets each occupied by a CPU on a Physical Node. A Red Hat Enterprise Linux Software Subscription is bundled with the Red Hat Enterprise Linux OpenStack Platform Subscription and the fees are based on the Use Cases described below. Any use of Red Hat Enterprise Linux other than the Use Cases described below is subject to Red Hat’s standard Software Subscription fees for such use.
- 1.2 Supported Uses.** 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 1.2 below.

Table 1.2

Software Subscription	Supported Use Case
Red Hat Enterprise Linux OpenStack Platform	Red Hat does not provide Subscription Services for this Software when used on a Physical Node that is not a server. Red Hat Enterprise Linux is supported solely when used as the host operating system for running Red Hat Enterprise Linux OpenStack Platform or when used as the guest operating system with virtual machines created and managed with Red Hat Enterprise Linux OpenStack Platform. Red Hat Enterprise Linux is currently the only supported operating system for Red Hat Enterprise Linux OpenStack Platform.
Red Hat Enterprise Linux OpenStack Platform for Controller Nodes	Red Hat does not provide Subscription Services for the Software when used on a Physical Node that is not a server. Red Hat Enterprise Linux is supported solely when used as the host operating system for running Red Hat Enterprise Linux OpenStack Platform. Red Hat Enterprise Linux is currently the only supported operating system for Red Hat Enterprise Linux OpenStack Platform. You must purchase the appropriate third party license and/or subscription for the operating system and other software running on each virtual machine on the Physical Node.

2. Production Support.

Each Software Subscription comes with Standard or Premium Production Support. Red Hat only provides Production Support for the Red Hat Products and does not provide any Production Support for any underlying infrastructure or for any third party products that may be running on any servers or virtual machines.



1. Technical Account Management (“TAM”) Service

The TAM Service is a Support Subscription that you may purchase in addition to your underlying Standard or Premium Software Subscription in order to receive enhanced Support. The TAM Service does not include support for (1) Self-support Software Subscriptions, (2) any Unit of Software (such as a System, Physical Node, Core, etc.) for which you do not have an active paid Software Subscription or (3) any Software Subscription for which support is provided by a Business Partner. When you purchase a TAM Service, you receive access to a Red Hat support engineer to provide you with:

- 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 and 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, Latin America, EMEA, Asia-Pacific (excluding Japan, China and India), China, India 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, Red Hat JBoss Middleware, Red Hat Storage or Red Hat Cloud product lines.

1.2 TAM Service Level

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

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 and 2 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>.

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

2. Extended Update Support (“EUS”)

EUS Support Subscriptions are included in certain Red Hat Enterprise Linux Premium Subscriptions and otherwise available as 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, Physical Nodes and/or Virtual Nodes 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 https://access.redhat.com/support/policy/update_policies.html.

3. Red Hat Enterprise Linux Extended Life Cycle Support Software Subscriptions

Red Hat Enterprise Linux Extended Life Cycle Support Subscriptions (“Red Hat Enterprise Linux ELS”) is an Add-On subscription to your active, standard Software Subscription per System, Physical Node and/or Virtual Node for certain versions Red Hat Enterprise Linux and consists of limited Software Maintenance and Production Support as set forth at <https://access.redhat.com/support/policy/updates/errata/>. Red Hat Enterprise Linux ELS support is not provided under standard Red Hat Enterprise Linux Subscriptions.

3.1 Limited Maintenance and Production Support

Red Hat Enterprise Linux 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/. Red Hat Enterprise Linux ELS Software Maintenance is limited to those 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 production cycles. The Red Hat Enterprise Linux ELS stream will be maintained for an additional three (3) years immediately after the end-date of the regular production cycles of the relevant release.

Software fixes for Red Hat Enterprise Linux ELS will only be made available to Systems, Physical Nodes and/or Virtual Nodes that are registered with active Red Hat Enterprise Linux ELS Subscriptions. Red Hat will only provide one code base for Red Hat Enterprise Linux ELS and will not make functional enhancements to versions Red Hat Enterprise Linux that are in the ELS cycle.

3.2 Red Hat Enterprise Linux ELS Unsupported Components

Red Hat Enterprise Linux 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; and/or
- Independent layered or Add-on products such as Directory Server, Red Hat Satellite Server, Red Hat JBoss Middleware or Scalable File System.

Red Hat reserves the right to exclude additional packages for security reasons.

3.3 Red Hat Enterprise Linux ELS Content Delivery

Red Hat Enterprise Linux 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 Red Hat Enterprise Linux ELS channel.

4. Red Hat JBoss Middleware Extended Life Cycle Support Software Subscriptions

Red Hat JBoss Middleware Extended Life Cycle Support Subscriptions ("JBoss ELS") provide limited Software Maintenance and Production Support after Red Hat's published End of Life date for certain Red Hat JBoss Middleware product versions (e.g. Red Hat JBoss Enterprise Application Platform, Red Hat JBoss Fuse Service Works, Red Hat JBoss Data Virtualization) and requires a separate, active Red Hat JBoss Middleware Software Subscription for each product on a per Unit basis. JBoss ELS support is not provided under standard Red Hat JBoss Middleware Subscriptions. JBoss ELS is an Add-On subscription to the your active, standard Software Subscription for the applicable Red Hat JBoss Middleware product and provides Extended Life Cycle Support for the Red Hat JBoss Middleware product as set forth at https://access.redhat.com/support/policy/updates/jboss_notes/.

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

For each Red Hat Enterprise Developer Workstation and/or Red Hat Enterprise Linux Developer Support Subscription that you purchase, during the term of the subscription Red Hat will provide 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 Red Hat Enterprise Linux Developer Workstation or Red Hat Enterprise Linux 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 Workstation or 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 Workstation and Red Hat Enterprise Linux Developer Support Subscriptions do not include support for (a) modified software packages, (b) wholesale application debugging, (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, nor (d) use of the Software for Production Purposes. If Red Hat determines that any of the Red Hat Enterprise Developer Workstation or Red Hat Enterprise Linux Developer Support Subscription services or software provided hereunder is 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.

5.1 Red Hat Enterprise Linux Developer Workstation and Developer Support Subscription Levels. You may purchase the following types of Red Hat Enterprise Developer Workstation and/or Developer Support Subscriptions: (a) Professional or (b) Enterprise, in each case as described in Table 5.2 below and as set forth herein.

5.2 Red Hat Enterprise Linux Developer Support Subscription Level Guidelines. Red Hat will use commercially reasonable efforts to provide Red Hat Enterprise Developer Workstation or Developer Support Subscription services in accordance with the guidelines set forth in Table 5.2. Red Hat's technical support telephone numbers and Standard Business Hours are listed at <https://access.redhat.com/support/contact/technicalSupport.html>. For Red Hat Enterprise Developer Workstation or Developer Support Subscriptions, you may contact Red Hat through your designated Developer Support Contact(s). We will provide Developer Support to you solely by communicating during the Hours of Coverage with the individual Developer Support Contract(s) you appoint. Red Hat Enterprise Developer Workstation or 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 5.2

	Red Hat Enterprise Linux Developer Workstation Professional	Red Hat Enterprise Linux Developer Workstation Enterprise	Red Hat Enterprise Linux Developer Support Professional	Red Hat Enterprise Linux Developer Support Enterprise
Supported Software	Red Hat Enterprise Linux		Red Hat Enterprise Linux	
Hours of Coverage	Standard Business Hours		Standard Business Hours	
Support Channel	Web and phone		Web and phone	

Number of Support Requests	Unlimited		Unlimited	
Number of Systems	1 System		25 Systems	
Response Guidelines	2 Business Days for all issues	4 Business Hours for all issues	2 Business Days for all issues	4 Business Hours for all issues

1. Software Delivery Services

- 1.1 Red Hat Hosted Software Delivery Services.** This Exhibit 1.H describes optional Management Subscriptions for the Software Access and Software Maintenance Services.
- 1.2 On Premise Software Delivery Options.** Red Hat 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 Red Hat Satellite Server includes one Premium level Software Subscription to Red Hat Enterprise Linux Server, which is supported solely in connection with the use of Red Hat Satellite Server. Red Hat JBoss Operations Network provides a delivery mechanism within your network for Software Access and Software Maintenance Services for systems running Red Hat JBoss Middleware Software. Please note that using Subscription Services to support or maintain any non-Red Hat Software products is not permitted.

2. Supported Use Cases

Subscription Services are provided for Red Hat Satellite Server and Red Hat Satellite Proxy 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	Use Case
Red Hat Satellite Server and Red Hat Satellite Proxy	Red Hat does not provide Subscription Services for Red Hat Satellite Server or Red Hat Satellite Proxy when used on a System or Physical Node that is not a server.
Red Hat Satellite Proxy	Red Hat supports Red Hat Satellite Proxy as an extension to Red Hat Network or Red Hat Satellite Server.
Red Hat Smart Management	Red Hat Smart Management entitlements are required for each Unit of Red Hat Enterprise Linux that is managed by Red Hat Satellite Proxy and/or Red Hat Satellite Server. Red Hat Smart Management entitlements may be used with Red Hat Network directly.
Red Hat Monitoring Module	Red Hat Monitoring Module entitlements are required for each Unit of Red Hat Enterprise Linux that is monitored by Red Hat Satellite Server.
JBoss Monitoring Module	JBoss Monitoring Module entitlements are required for each Unit of Red Hat JBoss Middleware that is managed by Red Hat JBoss Operations Network.
Red Hat Satellite Server Starter Pack	Red Hat does not provide Subscription Services for Red Hat Satellite Server Starter Pack when used to manage more than 50 Units (whether Systems, Physical Nodes and/or Virtual Nodes).

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, Physical Node or Virtual Node running Directory Server (for example, if the Service Level for the underlying Red Hat Enterprise Linux Software Subscription is Premium, then Directory Server would receive Premium level support).

- 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	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 physical server with a standard Red Hat Enterprise Linux Software Subscription (not a Red Hat Enterprise Linux Desktop, Red Hat Enterprise Linux for HPC or Red Hat Enterprise Linux Workstation Software Subscription). " Replica " means a second instance of a Directory Server configured as a slave to the first instance of Directory Server.

EXHIBIT 1.1
RED HAT CLOUDFORMS (fka MANAGEIQ EVM SUITE)
SUBSCRIPTIONS



1. Red Hat CloudForms Subscriptions

Red Hat CloudForms Subscriptions are used to manage virtual machines running on on-premise servers or public clouds.

- 1.1 Entitlements and Purchasing Requirements.** You must purchase the appropriate number of Software Subscription(s), based on the number of Socket-pairs for all Managed Nodes being managed by the Red Hat CloudForms Software. A “**Socket-pair**” is up to two sockets each occupied by a CPU on a Managed Node. Red Hat CloudForms Software is configured to manage virtual machines on certain public clouds (a “**Red Hat CloudForms Enabled Cloud**”). You must purchase the appropriate number of Red Hat CloudForms for Public Cloud Software Subscriptions based on the number of Managed VMs instantiated on a Red Hat CloudForms Enabled Cloud. Please confirm that a specific public cloud is a Red Hat CloudForms Enabled Cloud prior to purchasing. A Red Hat Enterprise Linux Software Subscription is bundled with the Red Hat CloudForms Software Subscription and the fees for the Red Hat CloudForms Subscription are based on such bundled use. Any use of the Red Hat Enterprise Linux other than to run the Red Hat CloudForms Software is subject to Red Hat’s standard Software Subscription fees for such use.

- 1.2 Supported Uses.** 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 1.2 below.

Table 1.2

Software Subscription	Supported Use Case
Red Hat CloudForms (and its predecessor ManageIQ EVM Suite)	Red Hat does not provide Subscription Services for Red Hat CloudForms Software when used on a System or Physical Node that is not a server. Red Hat Enterprise Linux Server is supported solely for the purpose of running Red Hat CloudForms Software. Red Hat Enterprise Linux is currently the only supported operating system for Red Hat CloudForms Subscriptions.
Red Hat CloudForms for Public Cloud (and its predecessor ManageIQ EVM Suite for Public Cloud)	Red Hat provides Production Support for these Software Subscriptions only if they are running with a Red Hat CloudForms Enabled Cloud.

1.3 Production Support.

Each Red Hat CloudForms Software Subscription comes with Standard or Premium Production Support. Red Hat only provides Production Support for the Red Hat Products and does not provide any Production Support for any underlying infrastructure or for any third party products that may be running on any servers or virtual machines.

1. Background

This Exhibit establishes the terms and conditions under which you may use Software Subscriptions in a Vendor's Cloud, which are in addition to the terms provided by the Vendor. "**Vendor**" means the Red Hat authorized third party from which you purchase 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.

2. Transfer of Software Subscriptions

2.1 Eligible Subscriptions.

You may use certain eligible Software Subscriptions (as set forth at www.redhat.com/solutions/cloud/access) ("**Eligible Subscriptions**") in a Vendor's Cloud under the terms set forth in this Exhibit ("**Cloud Access**"). Only Software Subscriptions that include Production Support provided by Red Hat are eligible if they meet the other criteria for Eligible Subscriptions. Certain software components or functionality of the Software contained in the original Software Subscription (or Add-on Subscription) may not be available or supported when used in the Vendor's Cloud.

2.2 You may transfer Eligible Subscriptions for use in a Vendor's Cloud under the Cloud Access program 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 and (c) for each Software Subscription, you agree to comply with the Agreement and applicable Appendices, including this Exhibit. An Eligible Subscription(s) that has been transferred to a Vendor's Cloud is referred to as a "**Bring Your Own Subscription(s)**" or "**BYOS**".

2.3 For purposes of this Cloud Access Exhibit and for each BYOS, you agree that the Unit of measurement for an Eligible Subscription purchased for on-premise use will be converted to the applicable BYOS Unit for use in a Cloud. The conversion table at <https://engage.redhat.com/forms/cloud-access-registration> identifies how a Unit converts from an Eligible Subscription Unit to the corresponding BYOS Unit. For those Eligible Subscriptions that were originally sold for use in a Vendor's Cloud, no conversion is required.

2.4 You consent to the Vendor reporting to Red Hat your usage of the Red Hat Software Subscriptions in the Vendor's Cloud.

2.5 You agree that the number of simultaneous BYOS Units in the Vendor Cloud will not exceed the total number of Units (a) transferred from Eligible Subscriptions and/or (b) purchased for use in a Vendor Cloud.

2.6 The transfer of Software Subscription(s) to Cloud Access does not change the start date or the duration 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.

3. Services

3.1 **Terms of Service.** In a Cloud environment, Red Hat's Software Subscriptions may 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. Vendor is solely responsible and liable for the Vendor Cloud. You may use the Services only for your own internal use within the Cloud. Distributing the Software or any portion of the 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 you 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 other than as set forth herein, including either access to the Software and/or Services outside the Vendor Cloud will be subject to additional fees as set forth in Section 5 below.

3.2 **Software Access.** Software images and/or updates to the Software in Cloud Access, if and when available, (a) may be made in the form of new images and available via the Vendor's Cloud and/or (b) may be transferred by you to a Cloud.

3.3 **Production Support.** Production Support for each BYOS 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 Appendix 1. 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 using 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 are required to purchase Subscription Services in a quantity equal to the total number of Units of that Red Hat Product (including variants or components thereof) that you deploy, install, use or execute as set forth in 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 or as otherwise set forth in the Agreement. 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

Red Hat may terminate the availability of Cloud Access as an offering or may terminate the availability of a particular Vendor that offers Cloud Access with sixty (60) day notice, provided however you may continue to use the Software Subscription for the remainder of the term of the Software Subscription on premise under the original terms of the Software Subscription.

1. OpenShift Enterprise Subscriptions

1.1 Unit of Measure and Purchasing Requirements for OpenShift Enterprise

You must purchase the appropriate number and type of Software Subscription(s) for each Unit of OpenShift Enterprise on your premise or elsewhere based on the capacity of such Unit as described in Table 1 below. Multiple Software Subscriptions may be “stacked” to account for the capacity of a given Unit. “Stacking” (or “Stackable”) means the application of more than one of the same Subscription to account for additional capacity.

Table 1

Software Subscription	Support Level	Unit of Measure	Capacity		Stackable
			Socket(s)	Virtual Nodes	
OpenShift Enterprise	Standard or Premium	Virtual Guest	2 Cores	One Virtual Guest	Cores: Yes Virtual Guest: Yes
OpenShift Enterprise	Standard or Premium	Physical Node	Socket-pair	Unlimited Virtual Guests	Physical Node: Yes Virtual Guest: N/A

A “**Socket-pair**” is up to two sockets each occupied by a CPU on the Physical Node.

1.2 OpenShift Enterprise Add Ons (Premium Cartridges)

OpenShift Enterprise Subscriptions may be purchased with one or more add-on options (“**Add-On(s)**”). Add-Ons require a separate paid and active Software Subscriptions for each Physical Node and/or Virtual Guest running such Add-On. The Add-Ons include certain Red Hat JBoss Middleware for OpenShift Enterprise offerings. A standard Red Hat JBoss Middleware Software Subscription is not configured for use with OpenShift Enterprise.

1.3 OpenShift Enterprise Broker Infrastructure

Each OpenShift Enterprise deployment consisting of one or more Software Subscription(s) requires at least one OpenShift Enterprise Broker Infrastructure Software Subscription.

2. OpenShift Enterprise Services and Use Cases

Each OpenShift Enterprise and OpenShift Enterprise Broker Infrastructure Software Subscription is bundled with one Software Subscription to Red Hat Enterprise Linux Server and the fees for the OpenShift Enterprise or OpenShift Enterprise Broker Infrastructure Software Subscription are based on the bundled use as described below. Any use of the Red Hat Enterprise Linux other than for the purpose of running OpenShift Enterprise or OpenShift Enterprise Broker Infrastructure is subject to Red Hat standard Software Subscription fees for such use. Subscription Services are provided for OpenShift Enterprise only when used for its supported purpose (“**Use Case**”) in accordance with the terms of this Exhibit and Table 2 below.

Table 2

Software Subscription	Use Case
OpenShift Enterprise Red Hat JBoss Middleware for OpenShift Enterprise OpenShift Enterprise Broker Infrastructure	OpenShift Enterprise is intended to be used as a platform as a service and will be supported only when used in that capacity. OpenShift Enterprise is not supported on non-server hardware such as desktops or workstations. OpenShift Enterprise is intended for use on a dedicated Physical Node or Virtual Guest; running other applications and/or programs of any type on the Physical Node or Virtual Guest can have a negative impact on the function and/or performance. Red Hat JBoss Enterprise Application Platform for OpenShift will be supported in accordance with the terms of Exhibit 1.B.

2.1 Production Support.

Software Subscriptions described above come with Standard or Premium Production Support. Red Hat only provides Production Support for the Red Hat Products and does not provide any Production Support for any underlying infrastructure or for any third party products that may be running on any servers or virtual machines.

Red Hat sells Training, Training Units and Consulting Units. Whether you purchase Training, Training Units or Consulting Units from us or through one of our authorized Business Partners, we agree to provide you with the Training, Training Units or Consulting Units on the terms described in this Appendix. In exchange, you agree to comply with the requirements and terms of this Appendix. When we use a capitalized term in this Appendix without defining it, the term has the meaning defined in the base agreement.

1. Training

“**Training**” means Red Hat's training courses, including Red Hat's publicly available courses (“**Open Enrollment Courses**”) and courses provided at a site designated by you (“**On-Site Courses**”).

- 1.1 **Equipment and Facilities.** For On-Site Courses, you will supply the facility and equipment as set forth at www.redhat.com/training/solutions/requirements.html. If Red Hat agrees to provide the training facilities and hardware, you will be liable for any loss or destruction of this equipment and hardware used in connection with the Training.
- 1.2 **Client Responsibilities.** You are responsible for (a) assessing each participants' suitability for the Training, (b) enrollment in the appropriate course(s) and (c) your participants' attendance at scheduled courses.
- 1.3 **Rights to Training Materials.** All intellectual property embodied in the training products, materials, methodologies, software and processes, provided in connection with the Training or developed during the performance of the Training (collectively, the “**Training Materials**”) are the sole property of Red Hat or a Red Hat Affiliate and are copyrighted by Red Hat unless otherwise indicated. Training Materials are provided solely for the use of the participants and may not be copied or transferred without the prior written consent of Red Hat. Training Materials are Red Hat's confidential and proprietary information.
- 1.4 **Delivery Date and Cancellation.** You agree to the cancellation policies and the procedures for scheduling of Training and On-Site Courses available at www.redhat.com/training/cancellation.html. You must use all Red Hat training offerings, including Training Units and Consulting Units, within one (1) year of the date of purchase; any unused training offerings will be forfeited.

2. Training Units and Consulting Units

- 2.1 **Training Units.** “**Training Units**” are Red Hat's training credits that may be redeemed by you for any Training as set forth at https://www.redhat.com/training/specials/multi_student_discount/ and <https://www.redhat.com/training/corporate/TUs/>.
- 2.2 **Consulting Units.** “**Consulting Units**” are credits that may be redeemed by you for Red Hat Consulting Services under the terms, conditions and policy set forth at http://www.redhat.com/consulting/consultingunits/cu_terms.html. You may redeem Consulting Units in accordance with the applicable equivalent Unit Value in the Consulting Unit Redemption Table set forth at <http://www.redhat.com/licenses/redemptiontable> and the following procedure:
 - Contact a Red Hat sales representative or consulting representative to request Consulting Unit redemption.
 - Red Hat will submit an order form to you that will describe the scope of work to be performed and number of Consulting Units required.
 - You will return the signed order form to Red Hat.
 - Upon Red Hat's review and approval, Red Hat will return a copy of the signed order form to you.
- 2.3 **Use of Training Units and Consulting Units.** Training Units and 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 discount, special offer or coupon and (f) can be redeemed only in the same geographic region and currency as purchased. United States Government end users (or resellers acting on behalf of the United States Government) may not purchase Training Units or Consulting Units.

3. Payment

Notwithstanding other payment terms, payment for Training, Training Units and Consulting Units must be received in full prior to the delivery of the associated Training or Consulting Services.