# THE RED HAT ENTERPRISE AGREEMENT
# NORTH AMERICA

The Agreement (as further described in Section 1.2 below) is between the State of Oregon, acting by and through the Department of Administrative Services, State Procurement Services (DAS) on behalf of state agencies (each a "Client" pursuant to a Business Partner order that expressly references this Agreement) and Red Hat, Inc. ("**Red Hat**") and addresses unique commercial considerations that apply to Red Hat Products, open source software, and Red Hat's subscription business model.

## 1. The Mechanics of the Agreement

**1.1 Ordering**. The Agreement applies to Red Hat Products that you purchase or otherwise acquire the right to access or use from a Business Partner. You may order Red Hat Products from a Business Partner using the Business Partner's ordering procedure. **The provisions of this Agreement apply only to on-prem Red Hat Products or Services; no cloud or hosting Products or Services may be acquired pursuant to this Agreement.**

**1.2 Structure**. The Agreement consists of the following:

(a) these General Terms (Certain terms are defined in the Definitions section at the end of the General Terms); and

(b) the following Exhibits: Information and Product Security Practices Exhibit (Exhibit A) End User License Agreement Red Hat GPLv2-Based (Exhibit B); End User License Agreement Red Hat LGPL-Based (Exhibit C); End User License Agreement Red Hat Standard (Exhibit D); Red Hat Product Appendix 1 Software and Support Subscriptions (Exhibit E); Red Hat Product Appendix 2A Training and Training Units (Exhibit F);  and Red Hat Product Appendix 3 Professional Services (limited to Exhibit 3.C. Consulting Units) (Exhibit G).

If you order Red Hat Products from a Business Partner, any agreement that you enter into with the Business Partner is solely between you and the Business Partner and will not be binding on Red Hat (except to the extent that your agreement with a Business Partner references this Agreement).

## 2. Term

**2.1 Agreement Term**. The Agreement begins on the Effective Date and continues until it is terminated as set forth below.

**2.2 Services Term**. Unless otherwise agreed in writing, a Service that you order will start at the earliest of (a) your first use of the Service; (b) the date you purchased the Service; or (c) the start date contained in the Business Partner order, and will end at the expiration of the Services Term unless sooner terminated as set forth below.  Subscriptions may renew for successive terms of the same duration as the original Services Term if the parties agree in writing unless either party gives written notice to the other party of its intention not to renew at least thirty (30) days before the expiration of the applicable Services Term. Any Services that you order must be consumed during the applicable Services Term and any unused Services will expire.

## 3. Fees and Payment

**3.1 RESERVED**

**3.2 Basis of Fees**. Fees are determined by counting the Units associated with the applicable Red Hat Product, as described in the Product Appendix. For example, Subscriptions may be priced based on the number of physical or virtual nodes. You agree to order and pay for the appropriate type and quantity of Red Hat Products based on the Units you use or deploy. If during the term of the Agreement, the number of Units you use or deploy exceeds the number of Units you have ordered and paid for, you will promptly report to Red Hat or a Business Partner the number of additional Units used or deployed and the date(s) on which they were used or deployed. Red Hat (or the Business Partner) will invoice you and you agree to pay for the additional Units.   If you purchase Red Hat Products through a marketplace, you agree that information relating to your use of Red Hat Products may be shared with Red Hat Affiliates (including IBM) or the applicable Business Partner for billing and metering purposes.

## 4. Termination

**4.1 Termination for Cause.**  Either party may terminate the Agreement (in whole or with respect to any Red Hat Product, whether obtained from Red Hat or a Business Partner) by notice to the other party if (a) the other party materially breaches the Agreement, and does not cure the breach within thirty (30) days after written notice (except in the case of a breach of Section 8 in which case no cure period will apply); or (b) the other party becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors.  In addition, Red Hat may, at its option and without limiting its other remedies, suspend (rather than terminate) any Services if you breach the Agreement (including with respect to payment of Fees) until the breach is remedied.

**4.2 Termination for Convenience**.  Either party may terminate the Agreement by notice to the other party at any time if all Services Terms have expired.

**4.3 Effect of Termination; Survival.**  The termination or suspension of a Business Partner order or any Red Hat Products purchased from Red Hat or a Business Partner will not terminate or suspend any other Business Partner order, Red Hat Product or the remainder of the Agreement unless specified in the notice of termination or suspension.  If the Agreement is terminated in whole, all outstanding Business Partner orders and Services will terminate at the end of the then current Business Partner order term ("Business Partner order termination date"), excluding any options. If this Agreement or a Business Partner order is terminated, you agree to pay for all Units that you used or deployed or that were provided by Red Hat up to a) the effective date of termination of the Agreement as identified in the notice of termination or b) the Business Partner order termination date, as applicable.  Sections 1.2, 3, 4.3, 5.2, 5.3, 8 (to the extent set forth therein), 9, 10 (to the extent set forth therein) and 11-14 will survive the termination of this Agreement.

## 5. Representations and Warranties

**5.1** Red Hat represents and warrants that (a) it has the authority to enter into this Agreement; (b) the Services will be performed in a professional and workmanlike manner by qualified personnel; (c) to its knowledge, the Software does not, at the time of delivery to you, include malicious

mechanisms or code for the purpose of damaging or corrupting the Software; and (d) the Services will comply in all material respects with laws applicable to Red Hat as the provider of the Services. Client represents and warrants that (a) it has the authority to enter into this Agreement; and (b) its use of Red Hat Products will comply with all applicable laws, and it will not use the Red Hat Products for any illegal activity.

5.2 TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW AND EXCEPT AS EXPRESSLY PROVIDED IN SECTION 5.1, THE RED HAT PRODUCTS ARE PROVIDED "AS IS" AND WITHOUT ANY REPRESENTATIONS OR WARRANTIES EXPRESS OR IMPLIED, AND RED HAT DISCLAIMS ALL SUCH REPRESENTATIONS AND WARRANTIES, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, AND FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTIES IMPLIED BY THE COURSE OF DEALING OR USAGE OF TRADE. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, RED HAT AND ITS SUPPLIERS DO NOT REPRESENT OR WARRANT THAT THE RED HAT PRODUCTS WILL BE UNINTERRUPTED, SECURE, ERROR FREE, ACCURATE, COMPLETE, COMPLY WITH REGULATORY REQUIREMENTS, OR THAT RED HAT WILL CORRECT ALL ERRORS. IN THE EVENT OF A BREACH OF THE WARRANTIES SET FORTH IN SECTION 5.1, YOUR EXCLUSIVE REMEDY, AND RED HAT'S ENTIRE LIABILITY WILL BE THE RE-PERFORMANCE OR RE-DELIVERY OF THE DEFICIENT RED HAT PRODUCT, OR IF RED HAT CANNOT SUBSTANTIALLY CORRECT A BREACH IN A COMMERCIALLY REASONABLE MANNER, TERMINATION OF THE RELEVANT RED HAT PRODUCT, IN WHICH CASE YOU MAY RECEIVE A PRO RATA REFUND OF THE FEES PAID FOR THE DEFICIENT RED HAT PRODUCT AS OF THE EFFECTIVE DATE OF TERMINATION.

5.3 The Red Hat Products have not been tested in all situations under which they may be used. Red Hat will not be liable for the results obtained through use of the Red Hat Products and you are solely responsible for determining appropriate uses for the Red Hat Products and for all results of such use. In particular, Red Hat Products are not specifically designed, manufactured or intended for use in (a) the design, planning, construction, maintenance, control, or direct operation of nuclear facilities; (b) aircraft control, navigation, or communication systems; (c) weapons systems; (d) direct life support systems; or (e) other similar hazardous environments.

**6.** **Open Source Assurance.** Purchases of Subscriptions may entitle you to participate in Red Hat's Open Source Assurance Program, which is described at http://www.redhat.com/rhel/details/assurance/ and provides certain protections in the event of a third party infringement claim. The terms for this optional program are subject to the agreement at http://www.redhat.com/legal/open_source_assurance_agreement.html.

**7.** **Red Hat Online Properties.** You may be required to create an account to access Red Hat websites and portals. You will provide accurate information when creating an account. You will not access or create multiple accounts in a manner that is (a) intended to avoid, or has the effect of avoiding, payment of Fees; (b) circumventing thresholds or Unit limitations associated with your account; or (c) intended to violate the Agreement. You are solely responsible for all activities in connection with your account and will notify Red Hat promptly if you become aware of any unauthorized use. Your use and access may also be subject to the Product Appendices applicable to the Red Hat Product.

**8.** **Confidentiality**

8.1 Recipient (a) will not disclose Confidential Information of Discloser to any third party unless Discloser approves the disclosure in writing or the disclosure is otherwise permitted under this Section 8; (b) will use the same degree of care to protect Confidential Information of Discloser as it uses to protect its own confidential information of a similar nature, but in no event less than reasonable care; and (c) may disclose Confidential Information of the Discloser only to its employees, Affiliates, agents, and contractors with a need to know, and to its auditors and legal counsel, in each case, who are under a written obligation (or other professional obligation) to keep such information confidential using standards of confidentiality no less restrictive than those required by this Section 8. These obligations will continue for a period of two (2) years following initial disclosure of the particular Confidential Information. A Recipient may disclose Confidential Information if it is required to do so by applicable law, regulation or court order but, where legally permissible and feasible, will provide advance notice to the Discloser to enable the Discloser to seek a protective order or other similar protection.

8.2 Information is not Confidential Information, if (a) the information is or becomes publicly available other than as a result of the Recipient's breach of this Agreement; (b) the Recipient, at the time of disclosure, knows or possesses the information without obligation of confidentiality or thereafter obtains the information from a third party not under an obligation of confidentiality; (c) the Recipient independently develops the information without use of the Discloser's Confidential Information; (d) the information is generally known or easily developed by someone with ordinary skills in the business of the Recipient; or (e) the information is licensed under an open source license (as defined by the Open Source Initiative (https://opensource.org/)).

8.3 Confidential Information that is disclosed prior to termination of this Agreement will remain subject to this Agreement for the period set forth above. Upon written request of the Discloser, the Recipient will promptly return or destroy all Confidential Information, except for Confidential Information stored in routine back-up media not accessible during the ordinary course of business.

8.4 State's obligations to maintain the confidentiality of Red Hat's Confidential Information provided to State is conditioned by and subject to State's obligations under the Oregon Public Records Law, ORS 192.311 to 192.478 which may require disclosure of Confidential Information as a "public record" unless exempt under ORS 192.345 or ORS 192.355. Additionally, State must respond to requests for Client Information and other public records within set timeframes. Red Hat shall support the ability of State to respond to public records requests for Client Information in accordance with applicable law.

8.5 **Publicity.** Red Hat may disclose the form and existence of this Agreement in advertising, press releases or other materials distributed to prospective customers, but shall not otherwise attempt to obtain publicity from its association with State, whether or not such disclosure, publicity or association implies an endorsement by State of Red Hat's Products, without the prior written consent of State.

**9.** **Client Information, Feedback, Reservation of Rights, & Review**

9.1 **Client Information.** If you provide Client Information in connection with your use of or access to Red Hat Products, Red Hat, its Affiliates, and Suppliers may use such Client Information in connection with the Red Hat Products (subject to Section 8 with respect to disclosure of Client Information that constitutes Confidential Information). You represent and warrant that your provision (and Red Hat's use) of Client Information under this Agreement will not require any additional consents or licenses, will comply with applicable law, and will not violate any intellectual property, proprietary, privacy, or other right of any third party. As between Red Hat and you, subject to the rights granted in this Section, you retain all of your rights in and to Client Information. You acknowledge that to provide the Services, it may be necessary for Client Information to be transferred between Red Hat, its Affiliates, Business Partners and Suppliers, which may be located worldwide.

9.2 **No Personal Data. Y**ou agree not to provide to Red Hat personal data subject to the General Data Protection Regulation (the "**GDPR**") or a similar law requiring a contract governing the processing of personal data between you and Red Hat where Red Hat is acting as a processor

(as such term is defined in the GDPR or the applicable law) on behalf of you as part of the Services.   In the event of a change where Red Hat will act as a processor of personal data, you will notify Red Hat in advance in writing and the parties shall agree on the terms of a data processing addendum, which will amend this Agreement, as is reasonably required to comply with GDPR and similar data protection laws, if applicable.

**9.3**   **Feedback.**  You may voluntarily provide Red Hat with Feedback in connection with Red Hat Products, but have no obligation to do so.  If you choose to do so, Red Hat may use Feedback for any purpose, including incorporating the Feedback into, or using the Feedback to develop and improve, Red Hat Products and other Red Hat offerings without attribution or compensation. You grant Red Hat a perpetual and irrevocable license to use all Feedback for any purpose.  You agree to provide Feedback to Red Hat only in compliance with applicable laws and you represent that you have the authority to provide the Feedback and that Feedback will not include proprietary information of a third party.

**9.4**   **Reservation of Rights.**  Red Hat grants to you only those rights expressly granted in the Agreement with respect to the Red Hat Products and reserves all other rights in and to the Red Hat Products (including all intellectual property rights).  Red Hat may collect and use for any purpose aggregate anonymous data about your use of the Red Hat Products. Nothing in this Agreement will 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 you. Nothing will 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 Section 8 of this Agreement.

**10.**   **Review.** While the Agreement is in effect and for one (1) year thereafter, Red Hat or its designee, acting in accordance with Section 8, may inspect your facilities and records to verify your compliance with this Agreement. Any onsite review will take place no more than once every 12 months. You agree to (a) respond promptly to requests for information, documents and/or records; (b) grant appropriate access for on-site visits in order to verify your compliance; and (c) reasonably cooperate in connection with any such verification.  Red Hat will provide at least thirty (30) days prior written notice for any on-site visits, and will conduct on-site visits during regular business hours in a manner that reasonably minimizes interference with your business.  Red Hat has no right of access to any locations, servers, computers, records, data, accounts, or other information protected by law from disclosure. As an alternative, Red Hat can request State complete a self-audit questionnaire.  If Red Hat notifies you of any noncompliance or underpayment and you agree with the findings after an opportunity to review and dispute the findings, then you will resolve the non-compliance and/or underpayment within fifteen (15) days from the date of notice.  If an agreed-upon compliance or audit report reveals that State does not have sufficient Subscriptions to meet its actual use, State will order sufficient Subscriptions to resolve the non-compliance. State will not pay a penalty. Each party will bear its own costs of any audit or compliance verification activity conducted pursuant to the Agreement.

**11.**   **Limitations**

**11.1 DISCLAIMER OF DAMAGES.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, NEITHER PARTY, NOR ITS AFFILIATES, WILL BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, SPECIAL, INDIRECT, EXEMPLARY OR PUNITIVE DAMAGES, OR FOR ANY DAMAGES FOR LOST OR DAMAGED DATA, LOST PROFITS, LOST SAVINGS OR BUSINESS OR SERVICE INTERRUPTION, EVEN IF SUCH PARTY WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND REGARDLESS OF THE FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

**11.2 LIMITATION OF LIABILITY.**  TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, RED HAT'S AND ITS AFFILIATES' TOTAL AND AGGREGATE LIABILITY WITH RESPECT TO ANY CLAIM ARISING OUT OF OR RELATING TO  THIS AGREEMENT WILL NOT EXCEED THE FEES RECEIVED BY RED HAT WITH RESPECT TO THE PARTICULAR RED HAT PRODUCT  GIVING RISE TO LIABILITY UNDER THE MOST APPLICABLE ORDERING DOCUMENT DURING THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE FIRST EVENT GIVING RISE TO SUCH CLAIM; PROVIDED THAT IN NO EVENT WILL RED HAT'S AND ITS AFFILIATES' TOTAL AND AGGREGATE LIABILITY FOR ALL CLAIMS ARISING OUT OF OR RELATING TO THIS AGREEMENT EXCEED THE FEES RECEIVED BY RED HAT DURING THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE FIRST EVENT GIVING RISE TO LIABILITY UNDER THIS AGREEMENT. THIS LIMITATION APPLIES REGARDLESS OF THE NATURE OF THE CLAIM, WHETHER BASED ON  CONTRACT, TORT (INCLUDING NEGLIGENCE), STATUTE OR OTHER LEGAL THEORY. THESE LIMITATIONS DO NOT LIMIT CLAIMS OF BODILY INJURY (INCLUDING DEATH) AND DAMAGE TO REAL OR TANGIBLE PERSONAL PROPERTY CAUSED BY THE NEGLIGENCE OF RED HAT OR ITS AFFILIATES.

**12.**   **Governing Law and Claims.** The Agreement, and any claim, controversy or dispute arising out of or related to the Agreement, are governed by, construed and enforced in accordance with the laws of the State of Oregon without giving effect to any conflicts of laws provisions, and applicable federal law. Any action or suit brought by the parties relating to this Agreement must be brought and conducted exclusively in the Circuit Court of Marion County for the State of Oregon in Salem, Oregon; provided, however, if a claim must be brought in a federal forum, then it must be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. RED HAT HEREBY CONSENTS TO THE PERSONAL JURISDICTION OF THESE COURTS, WAIVES ANY OBJECTION TO VENUE IN THESE COURTS, AND WAIVES ANY CLAIM THAT THESE COURTS ARE INCONVENIENT FORUMS.   To the extent permissible, the United Nations Convention on Contracts for the International Sale of Goods will not apply, even if adopted as part of the laws of the State of Oregon. No claim or action, regardless of form, arising out of or related to the Agreement may be brought by either party more than one (1) year after the party first became aware or reasonably should have been aware of the basis for the claim.  In no way may this section or any other term of this Agreement be construed as (i) a waiver by the State of any form of defense or immunity, whether it is sovereign immunity, governmental immunity, immunity based on the Eleventh Amendment to the Constitution of the United States, or otherwise, or (ii) consent by the State to the jurisdiction of any court. Neither party to this Agreement is entitled to obtain judgment from the other party for attorneys' fees incurred in any litigation between the parties.

**13.**   **Miscellaneous**

**13.1**   **Export**.  Red Hat may supply you with Controlled Materials.  You agree to comply with all applicable export and import laws or regulations, including any local laws in your jurisdiction concerning your right to import, export or use Controlled Materials and agree that Red Hat is not responsible for your compliance.  Without limiting the foregoing, you agree that you will not export, disclose, re-export or transfer the Controlled Materials, directly or indirectly, to (a) any U.S. embargoed destination; (b) any party who you know or have reason to know will utilize them in the design, development or production of nuclear, chemical or biological weapons, or rocket systems, space launch vehicles, or sounding rockets, unmanned air vehicle systems, or any other restricted end-use; or (c) anyone on (or controlled by a person or entity on) a U.S. government restricted persons list, including those who have been prohibited from participating in U.S. export transactions by any federal agency of the U.S. government.  You will not provide Red Hat with any data or engage Red Hat in any activity subject to the International Traffic in Arms Regulations ("ITAR").  In addition, you will not, and will not allow third parties under your control to use the Red Hat Products or Services for any

activity subject to the ITAR. Red Hat may terminate the Agreement without liability to you if (a) you breach (or Red Hat believes you have breached) this paragraph or the export provisions of an end user license agreement for any Software; or (b) Red Hat is prohibited by law or otherwise restricted from providing Red Hat Products to you.

**13.2 Notices.** Notices must be in English, in writing, and will be deemed given upon receipt, after being sent using a method that provides for positive confirmation of delivery, including through an automated receipt or by electronic log, to the address(es) or email address provided by you. Any notice from you to Red Hat must include a copy sent to: Red Hat, Inc., Attention: General Counsel, 100 East Davie Street, Raleigh, North Carolina 27601; Email: legal-notices@redhat.com. Billing notices to you will be addressed to the billing contact designated by you. Notices from Red Hat to State shall be sent to: Ashley Wenger, IT Procurement Strategist, or her designee, at 1225 Ferry St. SE Salem, OR 97301; Email: Ashley.v.wenger@das.oregon.gov.

**13.3 Assignment.** Upon written notice, either party may assign this Agreement to (a) an Affiliate; or (b) a successor or acquirer pursuant to a merger or sale of all or substantially all of such party's assets if, in each case, the assignee's financial condition and creditworthiness are deemed sufficient by the non-assigning party and the assignment will not affect the non-assigning party's obligations under the Agreement. Any other assignment will be deemed void and ineffective without the prior written consent of the other party. Subject to the foregoing, this Agreement will be binding upon and will inure to the benefit of the parties and their respective successors and permitted assigns.

**13.4 Waiver.** A waiver by a party under this Agreement is only valid if in writing and signed by an authorized representative of such party. A delay or failure of a party to exercise any rights under this Agreement will not constitute or be deemed a waiver or forfeiture of such rights.

**13.5 Independent Contractors.** The parties are independent contractors and nothing in the Agreement creates an employment, partnership or agency relationship between the parties or any Affiliate. Each party is solely responsible for supervision, control and payment of its personnel. Red Hat may subcontract Services to third parties or Affiliates as long as (a) subcontractors are disclosed to State; (b) subcontractors agree to protect Confidential Information; (c) and (d) Red Hat remains responsible to you for performance of its obligations. Red Hat has no right or authority to incur or create any obligation for or legally bind State in any way. Red Hat is not an "officer," "employee" or "agent" of State or any other agency, office, or department of the State of Oregon, as those terms are used in ORS 30.265, and Red Hat shall make no representations to third parties to the contrary. Neither party shall make any statements, representations, or commitments of any kind or to take any action binding on the other except as provided for in the Agreement or authorized in writing by the party to be bound.

**13.6 Third Party Beneficiaries.** The Agreement is binding on the parties to the Agreement and, other than as expressly provided in the Agreement, nothing in this Agreement grants any other person or entity any right, benefit or remedy. State agencies are intended beneficiaries of this Agreement.

**13.7 Force Majeure.** Neither party is responsible for nonperformance or delay in performance of its obligations (other than payment of Fees) due to causes beyond its reasonable control.

**13.8 Complete Agreement and Order of Precedence.** The Agreement represents the complete agreement between the parties with respect to its subject matter and supersedes all prior and contemporaneous agreements and proposals, whether written or oral, with respect to such subject matter. Any terms contained in any other documentation that you deliver to Red Hat, including any purchase order or other order-related document, are void and will not become part of the Agreement or otherwise bind the parties. If there is a conflict between the General Terms and the Product Appendices and Exhibits, the General Terms will control unless otherwise expressly provided in the Product Appendices and Exhibits.

**13.9 Counterparts.** The 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 email or electronic signature process and such signatures will be effective to bind the parties to the Agreement.

**13.10 Severable.** If any provision of the Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, the remaining provisions of this Agreement will remain in effect to the greatest extent permitted by law.

**13.11 United States Government End Users.** The Software and its documentation are "Commercial items," "Commercial computer software" and "Computer software documentation" as defined by the Federal Acquisition Regulations ("**FAR**") and Defense Federal Acquisition Regulations Supplement ("**DFARS**"). Pursuant to FAR 12.211, FAR 12.212, DFARS, 227.7202-1 through 227.7202-4, and their successors, the U.S. Government acquires the Software and its documentation subject to the terms of this Agreement.

**13.12 Red Hat Information and Product Security Practices.** This Agreement incorporates the Red Hat Information and Product Security Practices Exhibit attached hereto.

**13.13 Accessibility.** Red Hat's Voluntary Product Accessibility Templates (VPATs) are set forth at: https://access.redhat.com/articles/2918071#section508-8. Red Hat Products are provided "as is" and any representations concerning accessibility features are made only to the extent documented within the VPAT, inclusive of any deviations, notes, and other comments within the VPAT. If no VPAT is available for a particular Red Hat Product, then Red Hat makes no representations regarding the accessibility of the Red Hat Product. Any statement regarding the accessibility features of Red Hat Products made elsewhere, whether pursuant to Section 508 or any other accessibility standards, is invalid and unenforceable.

**13.14 State's Liabilities and Indemnification.** Under this Agreement, State's liabilities and any State obligation to indemnify or hold Red Hat harmless against claims brought by third parties against Red Hat, including any payment of attorneys' fees, are subject to the limitations of Article XI, Section 7 of the Oregon Constitution and the Oregon Tort Claims Act, ORS 30.260 through 30.300. State has no obligation to defend Red Hat.

**13.15 Dispute Resolution.** Any dispute between the parties under this Agreement that is not resolved through informal discussions may be submitted to mediation upon the consent of both parties. If informal discussions or mediation are unsuccessful, either party may initiate litigation to resolve the dispute. The parties specifically disclaim any right to arbitration of disputes.

**13.16 Amendments.** Except as otherwise provided for herein, such as with the Product Appendices, this Agreement may be amended, modified, or supplemented only by a written amendment that, if required by applicable law, has been approved according to applicable laws, rules and regulations. No amendment will be effective until all requisite signatures and approvals are obtained from both parties.

**13.17 Non-Discrimination.** If the anticipated total value of the Services to be provided under this Agreement is $150,000 or more, Red Hat certifies that it has a written policy and practice that meets the requirements described in ORS 279A.112 for preventing sexual harassment, sexual assault, and discrimination against employees who are members of a protected class. Red Hat agrees, as a material condition, to maintain such policy and practice in force during the term of this Agreement.

**13.18 Pay Equity.** As required by ORS 279B.235, Red Hat shall comply with ORS 652.220 and not unlawfully discriminate against any of its employees in the payment of wages or other compensation for work of comparable character on the basis of an employee's membership in a protected class. "Protected class" means a group of persons distinguished by race, color, religion, sex, sexual orientation, national origin, marital status, veteran status, disability, or age. Red Hat's compliance with this section is a material term of this Agreement, and Red Hat's failure to comply

constitutes a breach entitling State to terminate this Agreement for cause. As required by ORS 279B.235, Red Hat may not prohibit any of its employees from discussing the employee's rate of wage, salary, benefits, or other compensation with another employee or another person. Red Hat shall not retaliate against an employee who discusses the employee's rate of wage, salary, benefits, or other compensation with another employee or another person.

## 14. Definitions

**14.1** **"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.

**14.2** **"Agreement"** is defined in Section 1.2.

**14.3** **"Business Partner"** means a cloud provider, distributor, reseller, OEM or other third party authorized to resell or distribute Red Hat Products.

**14.4** **"Business Partner order"** means an order for a Red Hat Product placed through a Business Partner.

**14.5** **"Client" or "you"** means the state agency which is acquiring the right to use or access the Red Hat Products or Services pursuant to a Business Partner order and which is a party to this Agreement.

**14.6** **"Client Information"** means confidential, proprietary, or regulated data owned or controlled by the Client and is incumbent upon the Client to limit access as set forth in Exhibit A.

**14.7** **"Confidential Information"** means information disclosed by the Discloser to the Recipient during the term of the Agreement that (a) is marked confidential; (b) if disclosed orally, is clearly described as confidential at the time of disclosure and is subsequently set forth in writing, marked confidential, and sent to the Recipient within thirty (30) days following the oral disclosure; or (c) is of a nature that the Recipient knows is confidential to the Discloser or should reasonably be expected to know is confidential.

**14.8** **"Controlled Materials"** means software or technical information that is subject to the United States Export Administration Regulations.

**14.9** **"Discloser"** is a party disclosing Confidential Information under this Agreement.

**14.10** **"Effective Date"** means the date the Agreement is fully executed and approved according to applicable laws, rules and regulations with the signature of the State indicating receipt of all required approvals.

**14.11** **"Feedback"** means any ideas, suggestions, proposals or other feedback you may provide regarding Red Hat Products.

**14.12** **"Fees"** means the amounts paid or to be paid by Client to Red Hat (through a Business Partner) for Red Hat Products.

**14.13** **"General Terms"** means the terms contained in Sections 1 – 14 of this document.

**14.14** **"Online Services"** means Red Hat branded cloud or hosted services offerings. .

**14.15** **RESERVED**

**14.16** **"Product Appendices"** means the Red Hat Product Appendices set forth here: https://www.redhat.com/en/about/agreements#prodapps as such appendices may be updated by Red Hat from time to time.

**14.17** **"Professional Services"** means consulting services provided by Red Hat.

**14.18** **"Recipient"** is the party receiving Confidential Information under this Agreement.

**14.19** **"Red Hat Products"** means Software, Services, and other Red Hat branded offerings made available by Red Hat.

**14.20** **"Service(s)"** means Red Hat branded services offered as Subscriptions, Professional Services, Training Services, Online Services or other services offered by Red Hat.

**14.21** **"Services Term"** means the period during which you are entitled by Red Hat to use, receive access or consume a particular Red Hat Product pursuant to a Business Partner order.

**14.22** **"Software"** means Red Hat branded software that is included in Red Hat Product offerings.

**14.23** **"Subscription"** means a time bound Red Hat Product offering.

**14.24** **"Supplier"** means a third party that provides services to Red Hat in order for Red Hat to offer Services to its customers and/or Business Partners.

**14.25** **RESERVED**

**14.26** **"Training Services"** means access to Red Hat training courses, including online courses or courses provided at a site as may be agreed by the parties.

**14.27** **"Unit"** means the basis upon which Fees are determined for Red Hat Products as set forth in Product Appendices.

**14.28** **"Your Products"** means the Red Hat Products that you have purchased, licensed, or otherwise acquired the right to access or use.

Each party has read this Agreement, understands it, and agrees to be bound by its terms and conditions. Furthermore, each party has executed this Agreement by its duly authorized representatives as of the Effective Date. AGREEMENT, UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

| State of Oregon acting by and through its Department of Administrative ent Services | Signed by: Red Hat, Inc. |
|---|---|
| *Norma Armstrong* | *Richard Parrish* |
| Signature | Signature |
| Norma Armstrong | Richard Parrish |
| Printed Name | Printed Name |
| IT Procurement Manager, DAS-SPS | Senior Director, Americas Accounting |
| Title | Title |
| 06.25.25 | 6/25/2025 |
| Date | Date |

**APPROVED PURSUANT TO ORS 291.047 BY THE DEPARTMENT OF JUSTICE:**

   Karen Johnson, Sr Assistant Attorney General

**By:** via email on 6/24/25 _____

   Senior Assistant Attorney General

*Matter No. 107040, GF 1101-24*

# EXHIBIT A

INFORMATION & PRODUCT SECURITY PRACTICES EXHIBIT

This Information & Product Security Practices Exhibit ("**Exhibit**") outlines Red Hat's information and product security practices and is subject to the terms and conditions of the applicable written agreement between Red Hat and you/Client (the "**Agreement**"). In the event of a conflict between this Exhibit and the Agreement, this Exhibit will apply. Any capitalized term that is not otherwise defined in this Exhibit will have the meaning given in the Agreement.

1. **Definitions**. For purposes of this Exhibit, the following definitions apply:
a. "**Facilities**" means Red Hat controlled buildings housing the computer hardware from which Red Hat Services are provided.

b "**Online Services**" means Red Hat branded cloud or hosted services offerings described in Product Appendix 4.

c. "**Personal Data or Client Information**" refers to confidential, proprietary, or regulated data owned or controlled by the Client and is incumbent upon the Client to limit access with the exception below.

d. "**Red Hat Products**" means Red Hat Software, Services and other Red Hat branded offerings made available by Red Hat.

e. "**Red Hat Services**" means Red Hat branded services offered as Subscriptions, Professional Services, Training Services, Online Services or other services provided by Red Hat pursuant to the Agreement.

f. "**Red Hat Software**" means Red Hat branded software that is included in Red Hat Products offerings.

g. "**Security Incident**" means any unlawful or unauthorized access to Personal Data on systems managed or otherwise controlled by Red Hat as part of the Red Hat Services that results in loss, modification, or disclosure of such Personal Data.

2. **Overview**
a. Shared Obligations. The following sections include the technical, organizational, procedural and administrative measures that Red Hat has put in place to protect its Facilities, Red Hat Products and both Red Hat's and our Client's Personal Data. Without limiting your other obligations set forth in the Agreement, You are responsible for (i) determining whether Red Hat Products and Red Hat Services are suitable for your use given your business and (ii) implementing and managing security and privacy measures to protect your systems, facilities and data.

b. Data Protection. You agree not to provide Red Hat with Personal Data subject to the General Data Protection Regulation (the "**GDPR**"), or a similar law requiring a contract governing the processing of Personal Data between You and Red Hat. In the event of a change where Red Hat would be required to act as a processor, You will notify Red Hat in advance in writing and the parties will agree on the terms of a data processing addendum, which will amend this Exhibit, as is reasonably required to comply with such laws. With respect to any business contact type information exchanged between the parties, each party will comply with its direct obligations as an independent data controller under the applicable data protection laws.

c. Client Information. Client Information will only be provided to Red Hat for support purposes and only to the extent support is conducted via a screen-sharing session with a Client employee present. Red Hat will not take screen shots or record any such screen-sharing session.

3. **Information Security Procedures and Practices**
a. Organization of Information Security. Red Hat maintains an organization to oversee Red Hat's information security program. Red Hat's information security program documents, designs, implements, and tests organizational, operational, procedural, and technical controls to protect Red Hat data and information systems from Security Incidents. As of the effective date of this Exhibit, Red Hat's Information Risk and Security Team has obtained a certification that its Information Security Management System ("**ISMS**") conforms to the requirements of ISO/IEC 27001:2013.

b**.**     <u>Security Measures</u>. Red Hat implements commercially reasonable administrative, technical, physical, and organizational measures designed to secure the Red Hat Services and to protect against unauthorized or unlawful access to the Red Hat Services.

c.     <u>Personnel Security</u>. All Red Hat employees are subject to Red Hat's ethical business conduct, confidentiality, and security and privacy policies set forth in Red Hat's Code of Business Conduct and Ethics. Red Hat provides security and privacy training to Red Hat personnel who have access to Personal Data.

d.     <u>Testing</u>. Red Hat performs regular testing of key controls, systems, and procedures of Red Hat's security program to validate that they are properly implemented and effective.

e.     <u>Access Controls</u>. Red Hat maintains the following: (1) logical access controls designed to manage access to Red Hat's network which enable Red Hat to timely revoke or change access in response to terminations or changes in job functions as applicable; (2) a password policy for Red Hat employees, establishing standards for creating and protecting strong passwords; (3) implementation of multi-factor authentication on our VPN and critical systems; (4) a data classification system which includes classification for internal and restricted information; and (5) contractual commitments with employees that include confidentiality obligations.

f.     <u>Technical Security Controls</u>. Red Hat maintains appropriate antivirus and malware protection for its network. Red Hat conducts periodic vulnerability assessments of its network per National Institute of Standards and Technology ("**NIST**") guidelines or equivalent industry standards.

g.     <u>Physical Security</u>. Red Hat implements reasonable physical security and access controls for its Facilities. Physical barrier controls are used to prevent unauthorized entrance to the Facilities. Passage through the physical barriers at the Facilities requires either electronic access control validation (*e.g.*, card access systems) or validation by human security personnel. Red Hat has emergency response procedures in place for Facilities in case of fire, flood or a similar event. Red Hat provides access to the Facilities to those employees and subcontractors who have a legitimate business need for such access.

**4.     Product Security Procedures and Practices**

a.     <u>Organization of Product Security</u>. Red Hat maintains a product security organization to oversee the production of secure Red Hat Software.  Red Hat Product Security manages, documents, and tests organizational, operational, procedural, and technical controls designed to support the confidentiality, availability and integrity of Red Hat Software.

b.     <u>Software Development Lifecycle</u>.  Red Hat maintains a software development lifecycle ("**SDL**") plan that addresses risk assessment, vulnerability assessment, and security testing protocols of Red Hat Software. As of the effective date of this Exhibit, Red Hat's SDL plan follows the NIST SP 800-218 Secure Software Development Framework and includes plans related to secure architecture, threat modeling, Static Application Security Testing, Dynamic Application Security Testing  and penetration testing and incident response throughout the supported lifecycle of Red Hat Software.

c.     <u>Software Security Vulnerabilities</u>. Red Hat will provide information about security vulnerabilities that affect Red Hat Software in the form of security advisories, which are generally published at Red Hat's support portals.  You may subscribe to receive notifications of security advisories and enhancement updates.  Red Hat uses security ratings described in more detail at https://access.redhat.com/security/updates/classification/ to rate the severity of security issues. Red Hat uses commercially reasonable efforts consistent with industry standard software development practices, to conduct vulnerability assessments.  The vulnerability assessments (at a minimum) consider the severity of the risk to promptly address critical and important security issues. Red Hat assigns a CVE for all vulnerabilities which as of the effective date of this Exhibit may be tracked here:
   ● https://access.redhat.com/security/updates/advisory/ and
   ● https://access.redhat.com/security/security-updates/cve

d.     <u>Software Integrity and Authenticity</u>. Red Hat maintains policies and procedures for maintaining appropriate cryptographic key management for proper encryption to protect its secure development infrastructure. Red Hat maintains policies and procedures requiring the review of software (and patches) prior to distribution to maintain software integrity and prevent unintended modification of Red Hat Software.

e.     <u>Change Management</u>. Red Hat maintains policies and procedures for managing changes to Red Hat's systems where Red Hat Software is tested and developed, including a security process that requires patching systems in a timely manner. Red Hat provides qualified security patches per product life cycle and support policies which are as of the effective date of this Exhibit available here: https://access.redhat.com/support/policy/update_policies.

**5.     Resilience Program**

Red Hat has implemented and will maintain a resilience program that contains business continuity, site emergency, and disaster recovery plans. This program aligns with accepted business continuity and disaster recovery industry standards and practices (e.g. ISO 22301, DRII and/or BCI). The plans are designed to sustain critical business operations to minimize any service disruptions that would be likely to materially impair Red Hat's ability to perform its obligations under the Agreement. Red Hat will review, test, and update our business continuity, site emergency and disaster recovery plans at least annually.

**6.      Security Incident Management**

a.      Incident Response Plans. Red Hat maintains incident response plans and procedures designed to allow for investigation, response, and corrective action of Security Incidents. Red Hat's incident response policies are based on NIST guidelines or equivalent industry standards for computer security incident handling and software vulnerabilities.

b.      Incident Response Process. If Red Hat discovers or is notified of a Security Incident, and if dissemination of information regarding such Security Incident would not reasonably be expected to compromise security and would not be prohibited by applicable law, Red Hat will (i) make commercially reasonable efforts to notify you without undue delay upon confirmation of the Security Incident that is known or reasonably suspected by Red Hat to affect Client, and (ii) take reasonable measures necessary to investigate and execute an appropriate response plan to maintain the security and integrity of the information impacted by the Security Incident. Red Hat will provide you with reasonably requested information about such Security Incident and the status of any Red Hat remediation and restoration activities.

c.      Notification Obligations. Red Hat's obligation to report or respond to a Security Incident is not and will not be construed as an acknowledgement by Red Hat of any fault or liability of Red Hat with respect to any Security Incident. For the avoidance of doubt, Red Hat will have no obligation under this section to the extent a security event results in no unauthorized access to Personal Data, such as, without limitation, pings and other broadcast attacks on firewalls or edge servers, port scans, unsuccessful log-on attempts, denial of service attacks, packet sniffing (or other unauthorized access to traffic data that does not result in access beyond IP addresses or headers) or similar incidents. Notification(s) of Security Incidents, if any, will be delivered to one or more of your administrators by any means Red Hat selects, including via email.

d      Reporting to Red Hat. You may report known or reasonably suspected security events to Red Hat by using the Red Hat-designated information security contact available at https://www.redhat.com/en/trust/RFC-2350. You may report any suspected security vulnerability in a Red Hat Product or Service to Red Hat Product Security by following the instructions on https://access.redhat.com/security/team/contact/.

**7.      Onsite Access at Client Facilities**

With respect to Red Hat Professional Services, if you provide Red Hat personnel with unescorted access to your facilities or if you issue credentials to Red Hat personnel for access to your network and computing resources to facilitate the Red Hat Professional Services, you will provide any applicable policies to Red Hat for review prior to granting access to Red Hat personnel. If requested in advance, Red Hat personnel with direct access to your network will complete your information security awareness training subject to your payment for such time at the hourly rates in the applicable order form/statement of work. In no event will you ask or require any Red Hat personnel to execute any document or agreement in their individual or personal capacity related to such training (other than an acknowledgment of receipt or confirmation of attendance). Red Hat personnel's access or connectivity to your network may be terminated at any time due to violation of the policies mentioned above, misuse, or abuse of such physical or network access.

**8.      Red Hat Online Services RESERVED**

**9.      Compliance**

You may request in writing that Red Hat respond in good faith to an information security questionnaire related to the applicable Red Hat Services and Red Hat Products. If requested, Red Hat will respond to such information security questionnaires no more than once annually.

**10.      Continued Evaluation**

Red Hat will conduct periodic reviews of the adequacy of its information security safeguards, controls and standards. Red Hat will periodically review whether additional or different security measures are required to respond to new risks or findings generated by such periodic reviews and will implement the required measures as and when deemed appropriate. Any such additional or different security measures will not materially reduce the level of security.

**EXHIBIT B**
**End User License Agreement**
**Red Hat GPLv2-Based**

**SEE ATTACHED DOCUMENT**

# END USER LICENSE AGREEMENT
## RED HAT GPLv2-BASED

PLEASE READ THIS END USER LICENSE AGREEMENT CAREFULLY BEFORE USING SOFTWARE FROM RED HAT. BY USING RED HAT SOFTWARE, YOU SIGNIFY YOUR ASSENT TO AND ACCEPTANCE OF THIS END USER LICENSE AGREEMENT AND ACKNOWLEDGE YOU HAVE READ AND UNDERSTAND THE TERMS. AN INDIVIDUAL ACTING ON BEHALF OF AN ENTITY REPRESENTS THAT HE OR SHE HAS THE AUTHORITY TO ENTER INTO THIS END USER LICENSE AGREEMENT ON BEHALF OF THAT ENTITY. IF YOU DO NOT ACCEPT THE TERMS OF THIS AGREEMENT, THEN YOU MUST NOT USE THE RED HAT SOFTWARE. THIS END USER LICENSE AGREEMENT DOES NOT PROVIDE ANY RIGHTS TO RED HAT SERVICES SUCH AS SOFTWARE MAINTENANCE, UPGRADES OR SUPPORT. PLEASE REVIEW YOUR SERVICE OR SUBSCRIPTION AGREEMENT(S) THAT YOU MAY HAVE WITH RED HAT OR OTHER AUTHORIZED RED HAT SERVICE PROVIDERS REGARDING SERVICES AND ASSOCIATED PAYMENTS.

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1. **License Grant.** Subject to the following terms, Red Hat, Inc. ("Red Hat") grants to you a perpetual, worldwide license to the Programs (each of which may include multiple software components) pursuant to the GNU General Public License v.2 (https://www.gnu.org/licenses/old-licenses/gpl-2.0.en.html). With the exception of certain image files identified in Section 2 below, each software component is governed by a license located in the software component's source code that permits you to run, copy, modify, and redistribute (subject to certain obligations in some cases) the software component. The license rights for the binary only firmware components are located with the components themselves. This EULA pertains solely to the Programs and does not limit your rights under, or grant you rights that supersede, the license terms of any particular component.

2. **Intellectual Property Rights.** The Programs and each of their components are owned by Red Hat and other licensors and are protected under copyright law and other laws as applicable. Title to the Programs and any component, or to any copy or modification shall remain with Red Hat and other licensors, subject to the applicable license. The "Red Hat" mark, the individual Program marks, and the "Red Hat" logo are trademarks or registered trademarks of Red Hat and its affiliates in the U.S. and other countries. This EULA does not permit you to distribute the Programs using Red Hat's trademarks, regardless of whether the Programs have been modified. You may make a commercial redistribution of the Programs only if (a) permitted under a separate written agreement with Red Hat authorizing such commercial redistribution or (b) you remove and replace all occurrences of Red Hat trademarks and logos. Modifications to the software may corrupt the Programs. You should read the information found at http://www.redhat.com/about/corporate/trademark/ before distributing a copy of the Programs.

3. **Limited Warranty.** Except as specifically stated in this Section 3, a separate agreement with Red Hat, or a license for a particular component, to the maximum extent permitted under applicable law, the Programs and the components are provided and licensed "as is" without warranty of any kind, express or implied, including the implied warranties of merchantability, non-infringement or fitness for a particular purpose. Red Hat warrants that the media on which the Programs and the components are provided will be free from defects in materials and manufacture under normal use for a period of 30 days from the date of delivery to you. Neither Red Hat nor its affiliates warrant that the functions contained in the Programs will meet your requirements or that the operation of the Programs will be entirely error free, appear or perform precisely as described in the accompanying documentation, or comply with regulatory requirements. This warranty extends only to the party that purchases subscription services for the Programs from Red Hat and/or its affiliates or a Red Hat authorized distributor.

4. **Limitation of Remedies and Liability**. To the maximum extent permitted by applicable law, your exclusive remedy under this EULA is to return any defective media within 30 days of delivery along with a copy of your payment receipt and Red Hat, at its option, will replace it or refund the money you paid for the media. To the maximum extent permitted under applicable law, under no circumstances will Red Hat, its affiliates, any Red Hat authorized distributor, or the licensor of any component provided to you under this EULA be liable to you for any incidental or consequential damages, including lost profits or lost savings arising out of the use or inability to use the Programs or any component, even if Red Hat, its affiliates, an authorized distributor, and/or licensor has been advised of the possibility of such damages. In no event shall Red Hat's or its affiliates' liability, an authorized distributor's liability or the liability of the licensor of a component provided to you under this EULA exceed the amount that you paid to Red Hat for the media under this EULA.

5. **Export Control.** You understand that countries, including the U.S., may restrict the import, use, export, re-export or transfer of encryption products and other controlled materials (which may include the Programs or related technical information licensed hereunder) ("Controlled Materials"). As required by U.S. law, you represent and warrant that you: (a) understand that certain of the Controlled Materials are of U.S. origin and subject to export controls under the U.S. Export Administration Regulations (the "EAR"); (b) are not located in (or owned or controlled by any person or entity located in) any country listed in Country Group E:1 in Supplement No. 1 to part 740 of the EAR; or by any person or entity listed on the U.S. Department of Treasury Office of Foreign Assets Control ("OFAC") list of Specially Designated Nationals and Blocked Persons ("SDNs") (and are not 50% or more owned or controlled by any one or more persons or entities identified on the SDN list); (c) will not export, re-export or transfer the Controlled Materials to (1) any prohibited destination, (2) anyone who has been prohibited from participating in U.S. export transactions by any federal agency of the U.S. government or (3) any end user who you know or have reason to know will use them in the design, development or production of nuclear, chemical or biological weapons, or rocket systems, space launch vehicles, or sounding rockets, or unmanned air vehicle systems or any other prohibited use under the EAR; and (d) understand and agree that if you are in the United States and export, re-export or transfer the Controlled Materials to eligible end users, you will, to the extent required by EAR Section 740.17(e), submit semi-annual reports to the U.S. Commerce Department's Bureau of Industry and Security, that include the name and address (including country) of each transferee.

6. **Third Party Software.** The Programs may be provided with third party software that are not part of the Programs. These third party software are not required to run the Programs, are provided as a convenience to you, and are subject to their own license terms. The license terms either accompany the third party software or can be viewed at http://www.redhat.com/licenses/thirdparty/eula.html. If you do not agree to abide by the applicable license terms for the third party software, then you may not install them. If you wish to install the third party software on more than one system or transfer the third party software to another party, then you must contact the licensor of the applicable third party software.

7.  **General.**  If any provision of this EULA is held to be unenforceable, the enforceability of the remaining provisions shall not be affected.  Any claim, controversy or dispute arising under or relating to this EULA shall be governed by the laws of the State of New York and of the United States, without regard to any conflict of laws provisions.  The rights and obligations of the parties to this EULA shall not be governed by the United Nations Convention on the International Sale of Goods.

**EXHIBIT C**
**End User License Agreement**
**Red Hat LGPL-Based**

**SEE ATTACHED DOCUMENT**

# END USER LICENSE AGREEMENT
## RED HAT LGPL-BASED

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3.  **Limited Warranty.**  Except as specifically stated in this Section 3, a separate agreement with Red Hat, or a license for a particular component, to the maximum extent permitted under applicable law, the Programs and the components are provided and licensed "as is" without warranty of any kind, express or implied, including the implied warranties of merchantability, non-infringement or fitness for a particular purpose.  Red Hat warrants that the media on which the Programs and the components are provided will be free from defects in materials and manufacture under normal use for a period of 30 days from the date of delivery to you.  Neither Red Hat nor its affiliates warrant that the functions contained in the Programs will meet your requirements or that the operation of the Programs will be entirely error free, appear or perform precisely as described in the accompanying documentation, or comply with regulatory requirements. This warranty extends only to the party that purchases subscription services for the Programs from Red Hat and/or its affiliates or a Red Hat authorized distributor.

4.  **Limitation of Remedies and Liability**. To the maximum extent permitted by applicable law, your exclusive remedy under this EULA is to return any defective media within 30 days of delivery along with a copy of your payment receipt and Red Hat, at its option, will replace it or refund the money you paid for the media.  To the maximum extent permitted under applicable law, under no circumstances will  Red Hat, its affiliates, any Red Hat authorized distributor, or the licensor of any component provided to you under this EULA  be liable to you for any incidental or consequential damages, including lost profits or lost savings arising out of the use or inability to use the Programs or any component, even if Red Hat, its affiliates, an authorized distributor, and/or licensor has been advised of the possibility of such damages.  In no event shall Red Hat's or its affiliates' liability, an authorized distributor's liability or the liability of the licensor of a component provided to you under this EULA exceed the amount that you paid to Red Hat for the media under this EULA.

5.  **Export Control.**  You understand that countries, including the U.S., may restrict the import, use, export, re-export or transfer of encryption products and other controlled materials (which may include the Programs or related technical information licensed hereunder) ("Controlled Materials").  As required by U.S. law, you represent and warrant that you: (a) understand that certain of the Controlled Materials are of U.S. origin and subject to export controls under the U.S. Export Administration Regulations (the "EAR"); (b) are not located in (or owned or controlled by any person or entity located in) any country listed in Country Group E:1 in Supplement No. 1 to part 740 of the EAR; or by any person or entity listed on the U.S. Department of Treasury Office of Foreign Assets Control ("OFAC") list of Specially Designated Nationals and Blocked Persons ("SDNs") (and are not 50% or more owned or controlled by any one or more persons or entities identified on the SDN list); (c) will not export, re-export or transfer the Controlled Materials to (1) any prohibited destination, (2) anyone who has been prohibited from participating in U.S. export transactions by any federal agency of the U.S. government or (3) any end user who you know or have reason to know will use them in the design, development or production of nuclear, chemical or biological weapons, or rocket systems, space launch vehicles, or sounding rockets, or unmanned air vehicle systems or any other prohibited use under the EAR; and (d) understand and agree that if you are in the United States and export, re-export or transfer the Controlled Materials to eligible end users, you will, to the extent required by EAR Section 740.17(e), submit semi-annual reports to the U.S. Commerce Department's Bureau of Industry and Security, that include the name and address (including country) of each transferee.

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**EXHIBIT D**
**End User License Agreement**
**Red Hat Standard**

**SEE ATTACHED DOCUMENT**

# END USER LICENSE AGREEMENT
## RED HAT STANDARD

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3.  **Limited Warranty.**  Except as specifically stated in this Section 3, a separate agreement with Red Hat, or a license for a particular component, to the maximum extent permitted under applicable law, the Programs and the components are provided and licensed "as is" without warranty of any kind, express or implied, including the implied warranties of merchantability, non-infringement or fitness for a particular purpose.  Red Hat warrants that the media on which the Programs and the components are provided will be free from defects in materials and manufacture under normal use for a period of 30 days from the date of delivery to you.  Neither Red Hat nor its affiliates warrant that the functions contained in the Programs will meet your requirements or that the operation of the Programs will be entirely error free, appear or perform precisely as described in the accompanying documentation, or comply with regulatory requirements. This warranty extends only to the party that purchases subscription services for the Programs from Red Hat and/or its affiliates or a Red Hat authorized distributor.

4.  **Limitation of Remedies and Liability**. To the maximum extent permitted by applicable law, your exclusive remedy under this EULA is to return any defective media within 30 days of delivery along with a copy of your payment receipt and Red Hat, at its option, will replace it or refund the money you paid for the media.  To the maximum extent permitted under applicable law, under no circumstances will  Red Hat, its affiliates, any Red Hat authorized distributor, or the licensor of any component provided to you under this EULA  be liable to you for any incidental or consequential damages, including lost profits or lost savings arising out of the use or inability to use the Programs or any component, even if Red Hat, its affiliates, an authorized distributor, and/or licensor has been advised of the possibility of such damages.  In no event shall Red Hat's or its affiliates' liability, an authorized distributor's liability or the liability of the licensor of a component provided to you under this EULA exceed the amount that you paid to Red Hat for the media under this EULA.

5.  **Export Control.**  You understand that countries, including the U.S., may restrict the import, use, export, re-export or transfer of encryption products and other controlled materials (which may include the Programs or related technical information licensed hereunder) ("Controlled Materials").  As required by U.S. law, you represent and warrant that you: (a) understand that certain of the Controlled Materials are of U.S. origin and subject to export controls under the U.S. Export Administration Regulations (the "EAR"); (b) are not located in (or owned or controlled by any person or entity located in) any country listed in Country Group E:1 in Supplement No. 1 to part 740 of the EAR; or by any person or entity listed on the U.S. Department of Treasury Office of Foreign Assets Control ("OFAC") list of Specially Designated Nationals and Blocked Persons ("SDNs") (and are not 50% or more owned or controlled by any one or more persons or entities identified on the SDN list); (c) will not export, re-export or transfer the Controlled Materials to (1) any prohibited destination, (2) anyone who has been prohibited from participating in U.S. export transactions by any federal agency of the U.S. government or (3) any end user who you know or have reason to know will use them in the design, development or production of nuclear, chemical or biological weapons, or rocket systems, space launch vehicles, or sounding rockets, or unmanned air vehicle systems or any other prohibited use under the EAR; and (d) understand and agree that if you are in the United States and export, re-export or transfer the Controlled Materials to eligible end users, you will, to the extent required by EAR Section 740.17(e), submit semi-annual reports to the U.S. Commerce Department's Bureau of Industry and Security, that include the name and address (including country) of each transferee.

6.  **Third Party Software.** The Programs may be provided with third party software that are not part of the Programs.  These third party software are not required to run the Programs, are provided as a convenience to you, and are subject to their own license terms.  The license terms either accompany the third party software or can be viewed at http://www.redhat.com/licenses/thirdparty/eula.html.  If you do not agree to abide by the applicable license terms for the third party software, then you may not install them.  If you wish to install the third party software on more than one system or transfer the third party software to another party, then you must contact the licensor of the applicable third party software.

7.    **General.**  If any provision of this EULA is held to be unenforceable, the enforceability of the remaining provisions shall not be affected.  Any claim, controversy or dispute arising under or relating to this EULA shall be governed by the laws of the State of New York and of the United States, without regard to any conflict of laws provisions.  The rights and obligations of the parties to this EULA shall not be governed by the United Nations Convention on the International Sale of Goods.

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**EXHIBIT E**
**Product Appendix 1**
**Software and Support Subscriptions**

**SEE ATTACHED DOCUMENT**

**PRODUCT APPENDIX 1**
**SOFTWARE AND SUPPORT SUBSCRIPTIONS**

This Product Appendix (including the attached Exhibits) governs your use of Software Subscriptions and Support Subscriptions, including those offered or deployed on public clouds, and is subject to the Red Hat Enterprise Agreement General Terms available at http://www.redhat.com/agreements or, as applicable, another base agreement between you and Red Hat. Capitalized terms without definitions in this Product Appendix, have the meaning defined in the base agreement. In the event of a conflict between this Product Appendix and an Exhibit to this Product Appendix, the terms of the Exhibit control.

Red Hat may modify this Product Appendix by posting a revised version at http://www.redhat.com/agreements, or by providing notice using other reasonable means. If you do not agree to the revised version then, (a) the existing Product Appendix will continue to apply to Subscriptions you have purchased as of the date of the update for the remainder of the then-current Subscription term; and (b) the revised version will apply to any new purchases or renewals of Subscriptions made after the effective date of the revised version.

This Product Appendix does not apply to online service offerings managed by Red Hat or generally available open source projects such as www.wildfly.org, www.fedoraproject.org, www.openstack.redhat.com, www.centos.org, okd.io, stackrox.io, github.com/ansible/awx or other community projects unless you use the Services hereunder with such open source projects.

**1. Software Subscription Terms.**

**1.1 Unit Definitions.** Fees for Software Subscriptions are determined by counting the Units and metrics associated with the applicable Red Hat Product. Table 1.1 below defines the various Units that are used to measure your use of Subscription Services. The specific Units that apply to a Subscription are contained in the Order Form(s) applicable to your purchases and in the Exhibit(s).

Table 1.1

| Unit | Unit Definitions |
|---|---|
| AI Accelerator | an acceleration processing unit (e.g. GPU or NPU) or board as set forth at https://access.redhat.com/support/policy/updates/rhaiaccelerator that contains or executes all or a portion of the Software. |
| Certificate | a file that identifies the holder and enables the secure exchange of information that is generated or managed by the Software. |
| Cluster | a group of connected computing resources or devices intended to work together. |
| Core | a physical processing core located in a CPU or a virtual processing core within a virtual machine or supporting a container, in each case, that contains or executes the Software. |
| Core Band | a group of processing Cores (e.g. 2, 4, 16 or 64). |
| CPU | a processing unit in a computer system. |
| Customer User | your and your Affiliates' third party end users with access to the Software. |
| Deployment | means an installation of a single instance of the Software or a single Quay Enterprise registry using a single shared data store. |
| Employee User | your and your Affiliates' employee users acting on your behalf (including your independent contractors and those of your Affiliates) who are able to access the Software. |
| Full Time Equivalent or FTE | the sum of (a) the total number of full time faculty plus one third of the part time faculty and (b) the total number of full time staff plus one half of the part time staff. |
| Gateway | a deployment of any gateway (including, but not limited to translation, routing, security or connectivity gateway). |
| Gateway Requests | the total number of interactions (including but not limited to programmatic calls, requests or other interactions) with a Gateway over a given period of time. |
| GB of RAM | a gigabyte of processing memory that contains or executes the Software. |
| GPU | a graphical processing unit that contains or executes all or a portion of the Software. |
| Peripheral Board | an acceleration or expansion board with a processing unit which contains or executes all or a portion of the Software. |
| Managed Node | each and every Node managed (directly or indirectly) by the Software or Online Service. **"Node"** means a Virtual Node, Physical Node, device or other instance of software. |
| Module | use of the Software to manage one System, Virtual Node or Physical Node. |
| Physical Node | a physical system which contains or executes all or a portion of the Software including, without limitation, a server, work station, laptop, blade or other physical system, as applicable. |
| Power IFL (Integrated Facility for Linux) including PowerVM | a processor core on an IBM Power system that is activated and contains or executes all or a portion of the Software. |
| Socket | a socket occupied by a CPU. |

| Socket-pair | up to two Sockets. |
|---|---|
| Storage Band | an amount of Storage (measured in terabytes "**TB**" and/or petabytes "**PB**"), where "**Storage**" is the total (absolute) capacity of storage available to each instance of the Software. |
| System | a system which contains or executes all or a portion of the Software including, without limitation, a server, work station, laptop, virtual machine, container, blade, node, partition, appliance or engine, as applicable. |
| System on a Chip or SOC(s) | a single integrated circuit that includes the major components of a computer and is generally recognized as a system on a chip. |
| IBM Z IFL (Integrated Facility for Linux) | a mainframe CPU that is activated and contains or executes all or a portion of the Software. |
| User | an individual person that accesses or uses the Software or Service. |
| vCPU | a CPU, in whole or in part, which is assigned to a virtual machine or container which contains or executes all or a portion of the Software. |
| Virtual Node or Virtual Guest | an instance of the Software executed, in whole or in part, on a virtual machine or in a container. |

**1.2    Use of Subscription Services.**

(a)(i)    **Basis of the Fees.** While you have a Subscription entitling you to receive Subscription Services for a Red Hat Product, you are required to purchase the applicable Subscriptions in a quantity equal to the total number and capacity of Units for that Subscription from the commencement of your use or deployment of such Subscription or a part thereof.  For purposes of counting Units, Units include non-Red Hat products if you are using Subscription Services to support or maintain such non-Red Hat products.  The fees are for Subscription Services; there are no fees associated with the Red Hat Software licenses.  An instance of a Red Hat Universal Base Image by itself (e.g., not combined or used with Red Hat Subscriptions) is not considered a Unit unless such instance receives or uses Subscription Services.

(a)(ii)    **CPUs, Cores, Sockets and AI Accelerators.**  For Units, and the capacities associated with Units, that are based on processors running the Software (such as Physical Nodes, Virtual Nodes, CPU, Cores, and AI Accelerators), you are required to purchase Subscriptions that match the type of processor running such Software.  For example, if you are running OpenShift AI on an AI Accelerator, you are required to purchase an equivalent number of AI Accelerator based Subscriptions. Subscriptions that do not specify a processor type are based on x86 processors.

(b)    **Supported Use Cases.** Subscription Services are only provided when the Software is used for Supported Use Cases as described in this Section 1.2 and the Exhibits to this Product Appendix. The Supported Use Cases also determine the type of Subscription that is required. Software Subscriptions are supported on x86 and ARM architectures, unless a different architecture is specified in which case only the specified architecture is supported.  If your use of any aspect of the Subscription Services is contrary to or conflicts with a Supported Use Case, you are responsible for purchasing the appropriate Subscriptions to cover such usage. For example, if you are using a Red Hat Enterprise Linux Desktop Subscription on a System that is a server, you are obligated to purchase a Red Hat Enterprise Linux Server Subscription.

**Table 1.2(b): Supported Use Cases**

| Use Case Name | Supported Use Case | Hardware Capacity Limitations and Examples |
|---|---|---|
| Bare Metal Node | Supported when installed and running on physical hardware utilizing x86 or ARM architectures. | As set forth in the product description and the applicable terms in Exhibit 1.B. |
| Edge Server | Supported only for server class hardware used for distributed computing, excluding deployments in a centralized data center, purpose built hosting facility or public cloud. | Physical and virtual server class instances, typically connected to data sources from Edge Devices and optionally connected to cloud and centralized data center resources. Server class hardware and systems with up to two (2) physical sockets |
| Edge Device (formerly known as Edge Gateway or Edge Endpoint) | Supported only for distributed computing and data collection on devices close to the data source on Bare Metal Nodes (single Socket up to 32 Cores) or Virtual Nodes (up to 32 vCPUs). | Devices include hardware with single socket x86 or ARM processors with up to 32 Cores, system on a chip ("SoC") or system on a module ("SoM"). Examples include Intel NUCs with mobile or desktop class processors, and ruggedized edge computing hardware. |
| Edge Network | Supported only on distributed networking hardware that provides the connectivity or traffic management to and within remote locations. | Devices include switches, routers, firewalls and load balancers. |

| Edge Network Device | Supported only on small-factor network components that extend connectivity and are managed either locally or remotely by a controller. | Devices include wireless access points and small routers (DSL and cable modems). |
|---|---|---|
| Disaster Recovery | Supported only on 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 the Subscription Appendix, Section 2.4(d)) and configurations (e.g. Socket-pairs, Virtual Guests, Cores).  The Disaster Recovery Use Case does not include the execution of active workloads. | As set forth in the product description. |
| Backup and Archival | Supported only for Software used for backup or archival purposes. | Off-line storage devices. |
| Developer Support for Teams | Solely to support the Software contained in the Red Hat Developer Support for Teams Subscription for Development Use. | Not applicable. |
| Migration | Supported for temporary scenarios where Client is (a) transitioning from an unsupported technology to a standard Red Hat Product, or (b) upgrading from one version of a Red Hat Product to a newer version or variant of a Red Hat Product. | Not applicable. |
| NFV Applications | Supported only for the deployment of virtualized and containerized telecommunication services or network functions that deliver consumer services, business services, mobile services, content services, telecommunication workloads and IoT services. Use cases not supported include but are not limited to nodes running general purpose IT or Enterprise applications in central or regional data center deployments, nodes running developer features/services or application development workloads, and nodes running databases, web applications, file services or third party operators. | Not applicable. |
| IBM Z | Supported only on the IBM Z architecture. | Not applicable. |
| IBM Power | Supported only on the IBM Power architecture. | Not applicable. |
| Add-On Subscriptions | Supported only on active Standard and Premium level base Subscriptions (e.g. Red Hat Enterprise Linux Server and Red Hat OpenShift Container Platform) and certain developer offerings. | Not applicable. |
| Academic | Supported only 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 Edition 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).<br>**Note:** When you use Red Hat Enterprise Linux – Academic Edition for non-qualified academic purposes as described above, standard Red Hat Enterprise Linux subscription rates apply. | Minimum of one thousand (1,000) FTEs |
| High Performance Computing (HPC) | Supported only for high performance computing ("**HPC**") that consists of a 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 node inherits the Service Level (as set forth in Section 2.3(d) of the Product Appendix) of the Head Node. | Minimum of four (4) Physical Nodes per Cluster |
| Grid | Supported only in a compute Grid where a "**Grid**" means a Cluster with the following characteristics: (a) all the nodes in the Cluster have the same Red Hat Enterprise Linux configuration, (b) the Cluster is running a single application or is controlled by a single job scheduler, (c) the workloads are sent to the Cluster by a job scheduler, (d) the workloads are maintained in a single distributed application across the Cluster, (e) the workloads are non-interactive, and (f) the production outage of the Cluster is defined as 30% of the nodes in Cluster being unable to run the workload. | Minimum of fifty (50) Socket-pairs per Cluster |

| | This Supported Use Case does not include nodes running databases, web applications, load balancing, or file services. | |
|---|---|---|

(c) **Development and Production Uses.** This Section describes four types of activities (Demonstration Activities; Individual Coding and Testing Activities; Multi-User Development, Test and Integration Activities; and Deployment Activities). Those terms are defined in the Definitions section below and each is categorized as either a Development Use or a Production Use, based on the Red Hat Product to which the activities are associated. "**Development Use''** means the activities set forth in Table 1.2(c) identified as development use; and also includes creating software that functions as an extension to or an integration with a Red Hat Product (e.g. OpenShift operator or Ansible integrations). "**Production Use**" means those activities identified as Production Use in the Table below and any use other than for Development Use. Development Use and Production Use are used in numerous Use Cases in the attached Exhibits to describe the type of Subscription Services available. Notwithstanding anything to the contrary, Development Use and Production Use both exclude Unauthorized Subscription Services Uses (defined in Section 1.2(g) below).

**Table 1.2(c): Development and Production Use**

| | Development Use vs Production Use | | | |
|---|---|---|---|---|
| **Red Hat Product line** | **Demonstration Activities** | **Individual Coding and Testing Activities** | **Multi-User Development, Test and Integration Activities** | **Deployment Activities** |
| Red Hat Enterprise Linux and associated products (Exhibit 1.A) | Development Use | Development Use | Development Use | Production Use |
| All other Red Hat Subscriptions (Exhibits 1.B, 1.C, and 1.D) | Development Use | Development Use | Production Use | Production Use |

(d) **Service Levels.** You agree not to request or use higher support services levels for Software Subscriptions where you have purchased Subscriptions with lower Service Levels (as described in Section 2.4(d) below)), and agree to purchase the highest support level that you use or request. For example, if a Cluster of nodes requires the Service Level, all of the nodes in that Cluster require the highest Service Level.

(e) **Transferring Subscriptions.** You may reallocate Subscriptions within or between entities operating under the Agreement provided you are accountable for the number and types of Units.

(f) **Scope of Use of Subscription Services.** The Agreement (including pricing) is premised on the understanding that you will access Subscription Services only for your internal use (which may include Affiliates other than any entities in Russia, Belarus or jurisdictions prohibited under United States law) and you agree not to access Subscription Services for any other purpose. Your internal use of Subscription Services may include running a web site, offering your own software as a service or integrating AI functionality into your application which is accessible by your users, provided that (i) such use does not include a distribution, sale or resale of any of the Subscription Services, (ii) the primary purpose of such use is to provide a material value added application other than the Subscription Services, (iii) the Subscription Services are supporting Software installed on hardware or cloud instances controlled by you, and (iv) all Subscription Services provided by Red Hat will be provided solely to you or third parties acting on your behalf (such as contractors, subcontractors, or outsourcing vendors) and not to your hosted customers. You agree not to provide Subscription Services to, or use them for the benefit of, a third party (such as, using Subscription Services to provide hosting services, managed services, or Internet service provider (ISP) services). Subscription Services may be used by third parties acting on your behalf, such as contractors or outsourcing vendors, provided you (i) are fully responsible for the activities and omissions of the third parties acting on your behalf and (ii) in the case of a migration to a third party cloud or hosting provider, are qualified for and comply with the terms of the Red Hat Cloud Access program as set forth in Section 3 below. As described further in Section 1.4, the limitations in this Section apply only to Red Hat's obligations to provide Subscription Services and not to your rights under free and open source software licenses.

(g) **Unauthorized Use of Subscription Services.** You agree not to engage in any unauthorized use of the Subscription Services, which includes: (i) only purchasing or renewing Subscriptions based on less than the total number of Units, (ii) splitting or applying Subscription Services purchased for one Unit to two or more Units, (iii) providing Subscription Services (in whole or in part) to third parties, (iv) using Subscription Services in connection with any redistribution of Software or (v) using Subscription Services to support or maintain any non-Red Hat Software without purchasing the appropriate quantity of Subscriptions (collectively, "**Unauthorized Subscription Services Use**").

**1.3** **Subscription Start Date.** Unless otherwise agreed in an Order Form, Subscriptions will begin on the earlier of the date you purchase or first use the Subscription.

**1.4** **End User and Free and Open Source Software License Agreements.** The Red Hat Software is governed by the perpetual End User and Free and Open Source License Agreements set forth at https://www.redhat.com/en/about/eulas. Subscription Services are term-based and will expire if not renewed. Nothing in this Agreement is intended to limit your rights to software code under the terms of a free and open source software license, including your rights to use, copy, modify and distribute Software in accordance with such licenses. Engaging in Unauthorized Subscription Services Use is a breach of this Agreement but does not affect your rights under the free and open source software licenses that govern the Software. Upon termination or expiration of this Agreement, you will no longer have access to future Software Maintenance and other Subscription Services, but you will continue to have all of your rights under the free and open source software licenses.

**1.5** **Red Hat Subscription Bundles.** Red Hat offers combinations of Subscriptions with complementary feature sets and price discounts ("**Bundle(s)**"). The basis of the fees for these Bundles is the combined use of such Subscriptions on a single Unit. When any of the

Subscriptions are used independently from the Bundle, the fees for such independent usage will be Red Hat's standard fees associated with the Unit for the particular Subscription.

**1.6** **Usage Related Information.**  The Subscription Services may collect and transmit usage information ("**Usage Data**").  Usage Data may be used for purposes of providing support and upgrades, optimizing performance or configuration, minimizing service impacts, identifying and remediating threats, troubleshooting, improving the offerings and user experience, responding to issues and for usage and billing purposes. Red Hat may use third parties to assist in the collection and processing of Usage Data. Additional details related to the types of Usage Data collected and, if available, the methods by which you may opt out of such collection are provided in the specific Red Hat Product documentation.

**1.7** **Policy Assessment Features.**  Some Red Hat Products may provide features or tools to assist with the validation, remediation, and maintenance of your internal policies or third party standards. Red Hat makes no representations for compliance or certification with your internal policies or any third party standards or regulations.

**1.8** **AI Products.** For AI Products you may input questions or prompts into an interface (e.g. chat interface or code editor) ("**Input**"). The Input is passed to a large language model ("**LLM**") that provides responses or suggestions ("**Output**"). The Output may require additional modifications to be useful and any such modifications are "**Modified Output**". Red Hat does not claim any intellectual property rights with respect to Input, Output, or Modified Output. Your use of Output and Modified Output is at your discretion and Red Hat makes no warranties or guarantees with respect to Output or Modified Output. You are responsible for ensuring your use of any LLM or other AI model complies with any applicable laws and regulations. Additional terms apply to the use of third party models in Section 1.8.3.

**1.8.1 AI Features.** Certain Red Hat Products may include optional AI-enabled features to assist you in using the Red Hat Product ("**AI Feature(s)**"). Red Hat Products with an AI Feature require the use of an LLM which may be provided by a third party. The Input may be modified or augmented by Red Hat before being sent to the LLM in order to improve the Output. The AI Features are not intended to process personal information, and you agree to not include any personal information in the Input.

**1.8.2 AI Platforms.** Certain Red Hat Products (such as RHEL AI) contain AI tools and models that allow you to train, fine-tune, deploy, and manage AI models on-premise or in an environment you control ("**AI Platform(s)**").  AI Platforms contain an LLM and other AI models that are governed by the applicable End User License Agreement set forth at https://www.redhat.com/en/about/eulas.

**1.8.3 Third Party Models.** AI Products are designed to enable the use of third party models subject to their respective end user terms ("Third Party Models").   If you use a Third Party Model, you are responsible for procuring and complying with the applicable agreement between you and the Third Party Model provider.  Red Hat may optimize the Third Party Models for use with AI Platforms, and make such Third Party Models available for download from Red Hat hosted repositories directly from the AI Platform.  Third Party Models are not Red Hat branded models and no other support will be provided.

**1.9** **Third Party Offerings.** In connection with the Software Subscriptions, Red Hat may make available or you may use third party software, services, data, models or operators to enable the software or services of third parties ("**Third Party Offerings**"). Third Party Offerings are governed by the terms provided by the third parties and you agree to obtain the necessary rights to use such Third Party Offerings. Red Hat and its licensors and vendors have no obligations or liability with respect to such third party or the Third Party Offerings. Third Party Offerings are not Red Hat Products.

## 2. Support Terms

**2.1** **Previews and Evaluations.**  Red Hat may offer Preview or Evaluation Subscriptions for trial or evaluation purposes and not for Production Use.  Preview or Evaluation Subscriptions may be provided with limited or no support and subject to other limitations. You agree to access Preview or Evaluation Subscriptions only for trial or evaluation purposes and agree not to access these Subscriptions for any other purpose.

**2.2** **Developer Subscriptions.**  Red Hat may offer Subscriptions for Development Use and not for Production Use as set forth in Section 1.2 above.  Developer Subscriptions may be provided with limited or no Support and/or subject to other limitations.  Developer Subscription(s) are intended only for Development Use and you agree not to access the Subscription Services for any other purpose.

**2.2.1 Red Hat Developer Subscription for Teams**.  Red Hat Developer Subscription for Teams provides access to numerous Red Hat Enterprise Linux and Add-On Subscriptions (excluding Red Hat OpenShift Container Platform), on a self-supported basis only for Development Use and you agree not to access these Subscriptions Services for any other purpose.  You may purchase Support Add-On Subscriptions for certain Subscriptions contained in the Red Hat Developer Subscription for Teams.  If you provide Red Hat with personal information in the form of a list(s) to create accounts on a batch or bulk basis, you represent to Red Hat that you have the required consents of the individuals on such lists to be added to the appropriate Red Hat systems.

**2.3** **Support from a Business Partner.**  If you purchase Subscriptions that include support provided by an authorized Red Hat Business Partner (not by Red Hat) then Section 2.4 does not apply to you and you should work with your Business Partner to obtain support services.  Section 2.4 only applies if you have purchased Subscriptions with Support provided by Red Hat.

**2.4** **Support from Red Hat.**
**2.4.1 Development Support.**  Certain Subscriptions include Development Support.  "**Development Support**" consists of assistance with architecture, design, development, prototyping, installation, usage, problem diagnosis and bug fixes with respect to the specified Software, in each case, for Development Use.  Requests for deployment and maintenance assistance and/or assistance for Production Use are not included within the scope of Development Support, but may be available on a consulting basis under the terms of a separate agreement.

**2.4.2 Production Support.** Certain Subscriptions include Production Support.  "**Production Support**" consists of assistance with installation, application testing, usage, problem diagnosis and bug fixes with respect to the specified Software, in each case, for Production Use. Production Support does not include assistance with (i) code development, system design, network design, architectural design, optimizations, tuning recommendations, development or implementation of security rules or policies, (ii) third party software made available with Red Hat Software, (iii) software on the supplementary, optional or Extra Packages for Enterprise Linux ("**EPEL**") channels or (iv) preview technologies.

**2.4.3 Support Coverage.** Support is provided in the English language but may be available in other languages based on available resources. Red Hat does not provide support for (a) any underlying infrastructure, any third party products, or any upstream open source community projects including those that are the basis of a Red Hat Product; (b) Software that (i) you (or a third party) have modified or recompiled, (ii) is running on hardware or platforms that are not Supported Configurations or (iii) is not running in its Supported Use Case; (c) any work performed under a separate professional services engagement; (d) individuals who are not your Support Contacts (defined below); and (e) Subscriptions running in excess of the number of Units you have purchased or outside the applicable Use Case. You are responsible for testing the Software before deploying it in your environment, backing up your systems on a regular basis and having those backups available if needed for support purposes. Except as otherwise expressly stated, Support does not include data migration or data recovery support. Unless otherwise agreed in writing, Support does not include remote access by Red Hat personnel to your network and/or systems.

**2.4.4 Support for AI Products.** Support for AI Products is only provided for the components that are provided by Red Hat when running on a supported environment for the purpose of deploying or using such components to train, use and critique a Red Hat provided model. Support will not be provided for any Input, Output, Modified Output, or content provided by Client.

**2.4.5 Service Level Guidelines.** Red Hat will use commercially reasonable efforts to provide Support at one or more of the following levels of support, depending on the Red Hat Product: Self-support (limited offering), Standard or Premium, as set forth at https://access.redhat.com/support/offerings/production/sla ("**Service Levels**").

**2.4.6 Obtaining Support.** To receive Support, you must provide Red Hat with sufficient information to validate your entitlement to the relevant Support. Certain Support is provided only during Red Hat's local Standard Business Hours.  You may contact Red Hat through your designated Support Contacts.  You may designate up to the number of contacts described at https://access.redhat.com/support/offerings/production/contacts **.**

**2.5 Software Lifecycle.** During the life cycle of Software, the scope of Software Maintenance and Support evolves and, after a period of time, we discontinue Software Maintenance and Support for older versions of Software. The life cycle for Software Maintenance and Support is described at https://access.redhat.com/support/policy/update_policies.html and in applicable Exhibit(s).  For certain versions of Software, you may purchase Extended Update Support ("**EUS**"), Extended Life Cycle Support ("**ELS**") or ELS Long Life Add-On Subscription(s) to extend your Subscription Services as further described at https://access.redhat.com/product-life-cycles/update_policies.  ELS Long Life Add-On Subscriptions have reduced scope and specific fixed start and end dates for specific versions of Software.  For purchases of EUS, ELS and ELS Long Life Add-On Subscriptions, you are required to purchase such Subscriptions in a quantity equal to the total number and capacity of every Unit running a version of Software that such Subscription supports.

## 3. Cloud Access: Deploying Subscriptions in a Public Cloud

**3.1 Enabling Eligible Subscriptions for use in a Public Cloud.** You may deploy Subscriptions in a Vendor's Cloud under the Cloud Access program if you have purchased a sufficient number of Units, provided the Subscriptions do not have Units that are solely based on physical attributes as further described at the Red Hat Subscription Management Customer Portal (https://access.redhat.com/management/cloud). The deployment of Subscription(s) for use in a Vendor's Cloud does not change the start date or the duration of the original Subscriptions. This means that when your Subscription expires, your access to the Subscription Services will cease, unless renewed.

**3.2 Cloud Usage Reporting.** You consent to a Vendor reporting to Red Hat your usage of Subscriptions in the Vendor's Cloud.

**3.3 Public Cloud Terms of Service.** Through the Cloud Access program, you may obtain access to Software images and/or updates to the Software, if and when available, either (a) via new images obtained from the Vendor's Cloud or (b) from a Red Hat Portal.  Certain information (such as Software related notices) may only be available to you via the Red Hat Portal. Payments to Red Hat for Subscriptions do not include any fees that may be due to the Vendor for the Vendor's Cloud services. Red Hat is not a party to your agreement with the Vendor and is not responsible for providing access to the Vendor's Cloud or performing any other obligations of the Vendor. The Vendor is solely responsible and liable for the Vendor's Cloud. Red Hat may have a support relationship with the Vendor that enables Red Hat and the Vendor to collaborate and you consent to Red Hat and the Vendor sharing information for the purpose of providing Subscription Services. Red Hat will provide Support to you for each Eligible Subscription pursuant to this Agreement.  Certain software components or functionality may not be available or supported when used in the Vendor's Cloud.

**3.4 Vendor Specific Services**. Vendors may offer other services, offerings or commitments related to their Clouds, which may include the provision of services by US only personnel, compliance with various legal regimes or other Vendor Cloud specific obligations and do not apply to Subscriptions.  As between Red Hat and you, you are solely responsible for complying with any applicable export laws or regulations related to your use of the Subscriptions and you agree not to transmit information, data or technology governed by the International Traffic in Arms Regulations to Red Hat.

**3.5** **Vendor Termination**. Red Hat may terminate the availability of a particular Vendor that offers Cloud Access with sixty (60) day notice, provided you may continue to use any Subscriptions for the remainder of the term on another Vendor's Cloud or on your premises under the terms of this Agreement.

**4.** **Definitions**

"**AI Products**" are Red Hat Products that are AI Platforms or contain AI Features.

"**Add-On Subscriptions**" are optional layered Subscriptions that may be purchased in addition to an underlying base Subscription (e.g. a Red Hat Enterprise Linux or Red Hat OpenShift Container Platform Subscription).

"**Cloud**" means a Vendor's hosted computing infrastructure that provides systems, virtual machines or container hosts to end users.

"**Cloud Access**" is the Red Hat program when using Eligible Subscriptions in a Vendor's Cloud as set forth in Section 3.

"**Demonstration Activities**" means deploying some or all of the Software with other software or hardware solely for the purpose of illustrating its capabilities excluding use in staging and acceptance testing environments and revenue generating deployments such as paid proof of concepts.

"**Deployment Activities**" means using the Software (a) in a production environment, (b) with live data and/or applications for any reason except Development Use and/or (c) for backup instances, whether cold or hot backup.

"**Eligible Subscriptions**" means certain Subscriptions that meet the criteria for Cloud Access set forth at www.redhat.com/solutions/cloud/access.

"**Evaluation Subscriptions**" and/or "**Preview Subscriptions**" means Subscriptions offered without charge solely for evaluation and not for Production Use or Development Use, including offerings described as evaluation, trial, preview or beta.

"**Individual Coding and Testing Activities**" means an individual working independently (with their own installation of Red Hat Software) to develop other software and/or perform prototyping or quality assurance testing, excluding any form of automated testing, multi-user testing and/or multi-client testing.

"**Multi-User Development, Test and Integration Activities**" means deploying Software components, container images or products packaged as container images, solely for the purposes of multi-user software development, build, continuous integration environment and testing, including automated testing, multi-user testing and/or multi-client testing of such Software.

"**Red Hat Portal**" means a Red Hat hosted delivery portal, such as Red Hat Customer Portal, Red Hat Container Registry, cloud.redhat.com and/or Red Hat Update Infrastructure ("**RHUI**") that provides access to Software and Subscription Services.

"**Red Hat Products**" means Software, Services, and other Red Hat branded offerings made available by Red Hat.

"**Red Hat Universal Base Image(s)**" means a certain subset of Red Hat Enterprise Linux user space (non-kernel) software components and supporting container software provided by Red Hat via Red Hat Universal Base Image repositories.

"**Software**" means Red Hat branded software that is included in a Software Subscription offering.

"**Software Maintenance**" means access to updates, upgrades, corrections, security advisories and bug fixes for Software, if and when available.

"**Software Subscription**" means a Subscription that contains Subscription Services for Software, including access to a Red Hat Portal to obtain the applicable Software, Software Maintenance and Support.

"**Standard Business Hours**" are listed at https://access.redhat.com/support/contact/technicalSupport.html.

"**Subscription**" means a time bound Red Hat Product offering.  For the purposes of this Appendix it refers to Software Subscriptions and Support Subscriptions, as applicable, and may also be referred to as Red Hat Products.

"**Subscription Services**" means services provided in a Subscription which may include access to a Red Hat Portal, Software Maintenance, Support and any other Red Hat services associated with and during the term of a Subscription.

"**Support**" means Red Hat technical support for issues relating to Software as described in this Appendix.

"**Supported Configuration(s)**" means the supported Red Hat Product hardware and platform configurations that are listed at https://access.redhat.com/supported-configurations.

"**Support Contact(s)**" is a person authorized by you to open support requests and/or contact Red Hat support personnel.

"**Support Subscription**" means a Subscription that contains a specialized Support offering that is supplemental to Support provided in Software Subscriptions.

"**Supported Use Case(s)**" means the manner and/or environment in which a particular Subscription(s) is used and supported as further defined in this Appendix or an applicable Exhibit.

"**Vendor**" means the Red Hat authorized third party from whom you purchase Cloud services and who is authorized by Red Hat to participate in this Cloud Access program.

## EXHIBIT 1.A
## RED HAT ENTERPRISE LINUX AND
## RELATED SOFTWARE SUBSCRIPTIONS

This Exhibit 1.A. to Product Appendix 1 governs your use of the Subscriptions described below.

1. **Unit of Measure and Purchasing Requirements for Red Hat Enterprise Linux Server, Red Hat Virtualization and Red Hat OpenStack Platform**
   Table 1 sets forth the Units of measure, capacity limitations and Supported Use Cases for various Red Hat Enterprise Linux, Red Hat Virtualization and Red Hat OpenStack Platform Software Subscriptions.

**Table 1**

| Red Hat Product | Unit of Measure | Capacity | | Supported Use Case |
|---|---|---|---|---|
| | | Socket(s) or SOCs | Virtual Nodes | |
| Red Hat Enterprise Linux Server (Physical or Virtual Nodes) | Physical Node or Virtual Nodes | Socket-pair for each Physical Node or 2 Virtual Nodes | | Supported only for server computing on Supported Configurations, including delivery of services to other logical or physical client or server systems and the execution of multi-user applications, including an entitlement to certain Ansible components to enable Ansible playbooks, roles or modules that are included with or generated by certain Red Hat products, (e.g. Red Hat Enterprise Linux System Roles, or remediation playbooks generated by Red Hat Insights) (collectively the "**RHEL Use Case**").  Any use of Ansible components other than the RHEL Use Case requires the purchase of Ansible Automation Platform Subscriptions. |
| Red Hat Enterprise Linux for SAP Solutions | | | | RHEL Use Case and; supported only on Supported Configurations certified by SAP solely to run SAP's HANA platform, S4 HANA or NetWeaver products ("**SAP Use Case**"). |
| Red Hat Enterprise Linux for Distributed Computing, Edge Server | | | | Edge Supported Use Case (Section 1.2 (b) above) RHEL Use Case |
| Red Hat Enterprise Linux for Third Party Migration | | | | Supported only for the number of Units migrated from third party software at the time of the original purchase and does not support Add-On Subscriptions. RHEL Use Case |
| Red Hat Enterprise Linux for Distributed Computing, Endpoint | Physical Node or Virtual Nodes | Single Socket for each Physical Node or 2 Virtual Nodes | | Edge Endpoint Supported Use Case (Section 1.2 (b) above) RHEL Use Case |
| Red Hat Enterprise Linux for Distributed Computing, Gateway | | | | Edge Gateway Use Case (Section 1.2 (b) above) RHEL Use Case |
| Red Hat Enterprise Linux for Virtual Datacenters (See Note 1 below) | Physical Node | Socket-pair | Unlimited Virtual Nodes running on a Socket-pair | RHEL Use Case |
| Red Hat Enterprise Linux for Virtual Datacenters for SAP Solutions (see Note 1 below) | | | | RHEL Use Case SAP Use Case |
| Red Hat Enterprise Linux for ARM based NVidia smart NIC | Physical Node | Peripheral Board | N/A | RHEL Use Case running on ARM based peripheral boards. |
| Red Hat OpenStack Platform | Physical Node | Socket-pair | Unlimited Virtual Nodes running on a Socket-pair | Red Hat Enterprise Linux is supported solely on the x86 architecture when used as the host operating system for running Red Hat OpenStack Platform or when used as the guest operating system with virtual machines created and managed with Red Hat OpenStack Platform. Red Hat Enterprise Linux is currently the only supported operating system for Red Hat OpenStack Platform. Red Hat OpenStack Service Telemetry Framework is included and consists of |

| | | | | |
|---|---|---|---|---|
| | | | | Red Hat AMQ and Red Hat OpenShift Container Platform, and is only supported when used to monitor and manage virtual machines created with Red Hat OpenStack Platform (collectively the "**OSP Use Case**"). <br> RHEL Use Case |
| Red Hat OpenStack Platform for Bare Metal Managed Nodes | Physical Node | Socket-pair | None | OSP Use Case <br> RHEL Use Case |
| Red Hat OpenStack Platform Control Plane on Red Hat OpenShift <br> Red Hat OpenStack Services on OpenShift | Physical Node | Socket-pair | Unlimited Virtual Nodes running on a Socket-pair | Supported only for workloads running OpenStack Platform Control Plane on Red Hat OpenShift Container Platform. <br> OSP Use Case <br> OCP Use Case |
| Red Hat Enterprise Linux for Real Time | Physical Node | Socket-pair | N/A | Real Time Use Case <br> RHEL Use Case |
| Red Hat Virtualization | | | | Supported on physical hardware solely to support virtual guests. Red Hat Virtualization is designed to run and manage virtual instances and does not support user-space applications. Red Hat 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. Red Hat Virtualization Manager, a component of Red Hat Virtualization, includes a subscription for Red Hat Enterprise Linux for the purposes of running Red Hat Virtualization Manager. Red Hat Virtualization includes Red Hat JBoss Enterprise Application Platform solely supported to run certain utilities in Red Hat Virtualization ("**Virtualization Use Case**"). <br> RHEL Use Case |
| Red Hat Enterprise Linux for ARM | | | | RHEL Use Case running on ARM based systems. |
| Red Hat Enterprise Linux for Power | Physical Node or Virtual Nodes | Up to 4 processor cores or Socket-pair | N/A | RHEL Use Case running on a Power based system. |
| Red Hat Enterprise Linux for SAP Solutions for Power | | | | RHEL Use Case and SAP Use Case running on a Power based system. |
| Red Hat OpenStack Platform for IBM Power | Physical Node | Socket-pair | N/A | RHEL Use Case and OSP Use Case running on Power based systems. |
| Red Hat Enterprise Linux for IBM Z | IBM Z IFL | N/A | N/A | RHEL Use Case running on IBM Z. |
| Red Hat Enterprise Linux for IBM Z and LinuxONE with Comprehensive Add-Ons | | | | |
| Red Hat Enterprise Linux for SAP Applications for IBM zSystem and LinuxONE with Comprehensive Add-Ons | IBM Z IFL | N/A | N/A | RHEL and SAP Use Cases running on IBM Z. |
| Red Hat Enterprise Linux Academic Site Subscription | Full Time Equivalent (FTE) | 1-2 Sockets | 1 Virtual Guest | Supported only for use by qualified academic institutions. ("**Academic Use Case**") 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. <br> RHEL Use Case |
| Red Hat Infrastructure for Academic Institutions - Site Subscription | | | | Academic Use Case |

| | | | | |
|---|---|---|---|---|
| Red Hat Enterprise Linux Workstation | System | 2 CPU Unlimited RAM | 1 Virtual Guest or 4 Virtual Guests | Supported only on 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. Each Red Hat Enterprise Linux Workstation Subscription includes one Satellite Module to be used solely with a single Red Hat Enterprise Linux Workstation System. |
| Red Hat Enterprise Linux Desktop | System | 1 CPU Up to 8GB RAM | 1 Virtual Guest | Supported only on 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. Red Hat Enterprise Linux Desktop does not include support for open source server applications (e.g., Apache, Samba, or NFS), testing and development purposes or to share data with peers. Each Red Hat Enterprise Linux Desktop Subscription includes one Satellite Module, each to be used solely with a single Red Hat Enterprise Linux Desktop System. |
| Red Hat Enterprise Linux for PRIMEQUEST | Physical Node | 1-2 Sockets, 9 Logical Partitions 4 Sockets, 10 Logical Partitions 6 Sockets, 11 Logical Partitions or 8 Sockets, 12 Logical Partitions | | RHEL Use Case running on Fujitsu PRIMEQUEST systems. |
| Red Hat Enterprise Linux Server Entry Level | Physical Node | Socket-pair | None | RHEL Use Case |

**Note 1:** Red Hat Enterprise Linux for Virtual Datacenters Subscriptions do not include an entitlement for the host operating system.
**Note 2:** When Red Hat Enterprise Linux is used as a Virtual Guest, Virtual Guests may be pooled or shared on any other System that has a 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 Subscriptions.

2. **Additional Terms for Red Hat Enterprise Linux Server and associated Add-On Subscriptions**

2.1 **Red Hat Enterprise Linux Desktop and Workstation Subscriptions**
Production Support for Red Hat Enterprise Linux Desktop is limited to Support Contacts that are helpdesk support personnel and not end users.

2.2 **Your Content.** Certain versions of Red Hat Enterprise Linux include tools with optional features that allow you to upload your content to build container-based applications or manage and deploy your content on your devices. By using any of these features, you agree: (a) to provide Red Hat with the rights required to host, build and, at your direction, deploy the content to your devices, (b) that you are entirely responsible for owning, acquiring and maintaining such rights and (c) any and all deployments are to your or your affiliates devices and not to any third party.

2.3 **Red Hat Enterprise Linux and Red Hat OpenStack Platform Extended Life Cycle Support ("ELS") Subscriptions**

(a) **Limited Maintenance and Production Support.** Red Hat Enterprise Linux and/or Red Hat OpenStack Platform ELS Add-on Subscriptions entitle you to receive Software Maintenance and Production Support for Severity 1 and 2 problems on x86 architectures and zSystems, but only for a limited set of software components listed at https://access.redhat.com/articles/4997301. Red Hat Enterprise Linux and/or Red Hat OpenStack Platform ELS Software Maintenance is limited to those Software updates that Red Hat considers, in the exercise of its sole judgment, 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 and/or Red Hat OpenStack Platform beyond the end of its regular production cycles. The ELS streams will be maintained for an additional period of time immediately after the end-date of the regular production cycles of the relevant release as set forth at https://access.redhat.com/support/policy/updates/errata/. Red Hat will only support the last minor release of both Red Hat Enterprise Linux and Red Hat OpenStack Platform and will not make functional enhancements to versions of either Red Hat Enterprise Linux or Red Hat OpenStack Platform during the ELS cycle.

(b) **Red Hat Enterprise Linux ELS Unsupported Components.** Red Hat Enterprise Linux ELS does not support the following (in addition to those noted in Section 2.3(a) above): (a) desktop applications, (b) Red Hat Cluster Suite, (c) content from the Extras channel ("Extras" is a set of content with a shorter life cycle) and (d) independently layered or Add-On Subscriptions such as Directory Server, Red Hat Satellite, or Scalable File System. Red Hat reserves the right to exclude additional packages.

(c) **Red Hat Enterprise Linux ELS Content Delivery.** Red Hat Enterprise Linux ELS Software Maintenance is delivered through separate Red Hat Portal base channels for the specific release and corresponding child channels if applicable. You must install a modified redhat-release package downloaded from Red Hat Portal to subscribe a Unit to a Red Hat Enterprise Linux ELS channel.

3.  **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 Enterprise Linux for Real Time, Satellite and access to Software Maintenance, but no Support.  If you use any of the Subscription Services associated with Red Hat Enterprise Linux Developer Suite for Production Use, you agree to purchase the applicable number of Units.

4.  **Red Hat Enterprise Linux Developer Workstation and Red Hat Enterprise Linux Developer Support Subscriptions**
    For each paid, active Red Hat Enterprise Developer Workstation and/or Red Hat Enterprise Linux Developer Support Subscription, Red Hat will provide you with (a) access to the supported versions of 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 Use and (ii) advice concerning application architecture, application design, industry practices, tuning and application porting.

    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 or (c) software included in the Red Hat Extras repository, supplementary channels, preview technologies or software obtained from community sites.

4.1 **Red Hat Enterprise Linux Developer Support Subscription Levels.** You may purchase Professional (two (2) business day response time) or Enterprise (four (4) Standard Business Hours response time) with web and phone support for an unlimited number of requests for Red Hat Enterprise Developer Workstation (one (1) System) and/or Red Hat Enterprise Developer Support Subscriptions (twenty-five (25) Systems).

5.  **Red Hat Enterprise Linux AI Software Subscriptions**
    Red Hat Enterprise Linux AI includes the following Red Hat branded AI models: Red Hat Starter Model based on Granite, Red Hat Instruct Model based on Granite, and Red Hat Teacher Model based on Mixtral Instruct and LoRa.  Table 5 sets forth the Unit of measure and Supported Use Cases for Red Hat Enterprise Linux AI.  You must purchase the appropriate number and type of these Subscriptions based on the Unit and other parameters described in Table 5 below.  Red Hat Enterprise Linux AI includes AI models that are large data files and not compiled software in source and binary formats.

**Table 5**

| Red Hat Product | Unit | Capacity | Supported Use Case |
|---|---|---|---|
| Red Hat Enterprise Linux AI | Physical Node or Virtual Node | One (1) AI Accelerator | Supported only when running on Red Hat Enterprise Linux for the purpose of deploying or using a) Red Hat Starter Model and Red Hat Instruct Model as a foundational LLM, b) Red Hat Teacher Model to train the Starter Model and c) the Red Hat Teacher Model to critique and filter the Output. Support will not be provided for any Input, Output, or content provided by Client.  The Red Hat Enterprise Linux that is included in RHEL AI will only be supported for the deployment or use of the components included in RHEL AI and subject to the RHEL Use Case. |

6.  **Red Hat Directory Server Software Subscriptions**
    Table 6 sets forth the Unit of measure and Supported Use Cases for Red Hat Directory Server.  You must purchase the appropriate number and type of these Subscriptions based on the Unit and other parameters described in Table 6 below.  The Service Level for Directory Server is determined by the Service Level of the underlying Red Hat Enterprise Linux Subscription for the 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).

**Table 6**

| Red Hat Product | Unit | Supported Use Case |
|---|---|---|
| Red Hat Directory Server | Physical Node or Virtual Node | Supported on server-based Red Hat Enterprise Linux Subscriptions (not Red Hat Enterprise Linux Desktop, Red Hat Enterprise Linux for HPC or Red Hat Enterprise Linux Workstation Subscriptions). A Replica Red Hat Directory Server is only supported with an active Subscription for a Primary Red Hat Directory Server. "**Replica**" means a second instance of a Directory Server configured as a subordinate to the first instance of Directory Server. Red Hat Enterprise Linux Server is supported solely for the purpose of running Red Hat Directory Server Software.  "**Primary**" means the authoritative Red Hat Directory Server from which Replica Red Hat Directory Servers derive Red Hat Directory Server information. |

7.  **Red Hat Certificate System Software Subscriptions**
    Table 7 sets forth the Unit of measure and Supported Use Cases for Red Hat Certificate System.  You must purchase the appropriate number and type of these Subscriptions based on the Unit and other parameters described in Table 7 below.  The Service Level for Certificate System is determined by the Service Level of the underlying Red Hat Enterprise Linux Subscription for the Physical Node running Certificate System (for example, if the Service Level for the underlying Red Hat Enterprise Linux Software Subscription is Premium, then Certificate System would receive Premium level support).

**Table 7**

| Red Hat Product | Unit | Supported Use Case |
|---|---|---|
| Red Hat Certificate System | Certificate | Supported on server-based Red Hat Enterprise Linux Subscriptions (not Red Hat Enterprise Linux Desktop, Red Hat Enterprise Linux for HPC or Red Hat Enterprise Linux Workstation Subscriptions). Certificate System includes Directory Server only to run and support Certificate System. |

## EXHIBIT 1.B
## RED HAT APPLICATION SERVICES, RED HAT OPENSHIFT CONTAINER PLATFORM, AND RELATED SOFTWARE SUBSCRIPTIONS

This Exhibit 1.B. to Product Appendix 1 governs your use of the Red Hat Application Services (formerly known as Red Hat JBoss Middleware), Red Hat OpenShift Container Platform, Red Hat Storage Services and Red Hat Quay product lines.

1.    **Unit of Measure and Purchasing Requirements for Red Hat Application Services Subscriptions.**
       Table 1 sets forth the Units of measure and Supported Use Cases for various Red Hat Application Services Subscriptions.

1.1   **Supported Application Services.** Using Red Hat Application Services Subscription Services to support software obtained from community sites without purchasing a corresponding Subscription for such community software is a material breach of the Agreement.

1.2   **Red Hat JBoss Core Services Collection.** "**Red Hat JBoss Core Services Collection**" is a collection of components that provide common functionality (such as monitoring and management, load balancing, process control and single sign-on) across a majority of the Red Hat Application Services portfolio and is subject to the following terms:
(a)   You will receive entitlements for Red Hat JBoss Core Services Collection in a quantity equal to the number of Cores of Red Hat Application Services Subscriptions you purchased (where the Unit is a Core).
(b)   You will receive entitlements to Red Hat JBoss Core Services Collection equal to sixteen (16) Cores for each Red Hat Application Services Subscriptions you purchase on a per socket-pair basis.
(c)   Red Hat JBoss Web Server does not include Red Hat JBoss Core Services Collection.

1.3   **Red Hat Application Services for Hybrid Deployments.**  Subscriptions in Table 1 include access to the Red Hat Application Services Software enabled for and supported on Red Hat OpenShift Container Platform for both private cloud and public cloud deployment platforms.

**Table 1**

| Red Hat Product (Note 1 below) | Unit of Measure | Supported Use Case |
|---|---|---|
| Red Hat Application Foundations | Core Band | Supported on Supported Configurations. |
| Red Hat JBoss Enterprise Application Platform | | |
| Red Hat JBoss Web Server | | |
| Red Hat Runtimes | | |
| Red Hat Data Grid | | |
| Red Hat Fuse | | |
| Red Hat AMQ | | |
| Red Hat Process Automation Manager (formerly Red Hat JBoss BPM Suite) | | |
| Red Hat Decision Manager (formerly Red Hat JBoss BRMS) | | |
| Red Hat JBoss Application Services Extended Life Cycle Support Add On | | |
| Red Hat Service Interconnect | | |
| Red Hat Integration (Note 2) | | |
| Red Hat Runtimes (Note 2) | | |
| Red Hat Process Automation (Note 2) | | |
| Red Hat 3Scale API Management Platform | | Supported (a) when used on a server, (b) on Supported Configurations, and (c) when used for the purpose of API Management. |
| Red Hat build of OpenJDK for Servers (Note 3) | | Supported for use on Windows Server versions as set forth in the Supported Configurations. |
| Red Hat build of Quarkus | | Supported on the environments set forth at: https://access.redhat.com/articles/4966181. |
| Red Hat build of OpenJDK for Workstations (Note 3) | Physical Node or Virtual Node | This product is supported for use on supported Windows Desktop versions as set forth in the Supported Configurations. This product is not supported for the deployment of Java based servers or use on Windows Server distributions. |

| Red Hat Application Foundations for OpenShift Clusters | Cluster (Core or vCPU Bands for virtualized deployments) | Supported on Supported Configurations. |
| --- | --- | --- |
| | Cluster (Socket-Pair for Bare Metal deployments) | |
| Red Hat Connectivity Link | Gateways and Gateway Requests | Supported on Supported Configurations. |

**Note 1**: Unless otherwise stated in an Order Form, one (1) Core is equivalent to two (2) vCPUs with hyper-threading active for the Subscriptions in this Exhibit 1.B.

**Note 2**: You may use up to the number of Cores in the Core Bands that you purchase for any combination of Subscriptions included in these Bundles.

**Note 3:** Client may use up to twenty (20) Support Contacts for Red Hat build of OpenJDK Subscriptions.

**2. Unit of Measure and Purchasing Requirements for Red Hat OpenShift**

Table 2 sets forth the Units of measure, capacity limitations and Supported Use Cases for various Red Hat OpenShift Subscriptions. You must purchase the appropriate number and type of Subscriptions for each Unit, based on the Unit and other parameters described in Table 2. The Red Hat OpenShift Container Platform Use Case (OCP Use Case as defined below) applies to all Red Hat OpenShift offerings and additional Use Cases apply to the Red Hat OpenShift offerings as noted below.

**2.1 Red Hat Enterprise Linux Server – CoreOS.** Red Hat Enterprise Linux Server as included in Red Hat OpenShift Container Platform may be deployed using RPM package manager or in a host mode intended to run containers (aka "**Red Hat Enterprise Linux CoreOS**"). Red Hat Enterprise Linux CoreOS mode is an optional image based delivery, deployment and updating mechanism designed to support container based environments. Each deployment of Red Hat Enterprise Linux, regardless of the method (including containers), constitutes a Unit.

**2.2 Red Hat OpenShift Data Foundation.** Red Hat OpenShift Data Foundation is included with a Red Hat OpenShiftPlatform Plus subscription. Each Red Hat OpenShift Platform Plus Cluster is entitled up to 256 TB of storage capacity. Additional OpenShift Data Foundation storage capacity for Red Hat OpenShift Platform Plus Clusters requires the purchase of Red Hat Storage Capacity Expansion Pack for OpenShift Data Foundation and Red Hat Ceph Storage for OpenShift Container Platform.

**2.3 Red Hat OpenShift Platform Plus (without OpenShift Container Platform).** Red Hat OpenShift Platform Plus (without OpenShift Container Platform) is an Add-On Subscription that contains Red Hat Advanced Cluster Management, Red Hat Advanced Cluster Security, Red Hat OpenShift Data Foundation Essentials and Red Hat Quay and is supported on Red Hat OpenShift Container Platform, IBM Cloud Paks, Red Hat OpenShift on Amazon and Microsoft Azure Red Hat OpenShift. You must purchase the appropriate number and type of Add-On Subscription(s) for each Unit in a Cluster, based on the Unit and other parameters of the base Subscriptions described in Table 2 or as described by the aforementioned partner offerings.

**2.4 Red Hat OpenShift Virtualization.** Red Hat OpenShift includes Red Hat OpenShift Virtualization which is designed to run and manage virtual instances. Red Hat OpenShift Virtualization is supported only when Red Hat OpenShift is installed on the bare metal server and is not installed within a virtual machine. The included Red Hat Enterprise Linux software is supported solely when used as the guest operating system within virtual machines hosted on Red Hat OpenShift Virtualization, but not priced or supported when hosted on Red Hat OpenShift Virtualization Engine.

**2.5 Red Hat OpenShift Upgrade and Support Add-On for IBM Cloud Paks.** Red Hat offers upgrades for IBM Cloud Paks that include Red Hat OpenShift Container Platform via two Add-On Subscriptions:

(a) Red Hat OpenShift Platform Plus for IBM Cloud Pak (without OpenShift Container Platform) is an Add-On Subscription that upgrades the Red Hat OpenShift Container Platform that is included in Cloud Paks to Red Hat OpenShift Container Platform Plus.

(b) Red Hat Support for IBM Cloud Pak (for Red Hat OpenShift only) Subscriptions upgrade the original Red Hat OpenShift Container Platform for IBM Cloud Pak Subscription entitlements by (i) enabling the Client to directly contact Red Hat for Support (Standard or Premium) and (ii) providing Support for general-purpose workloads.

Client agrees to purchase both Add-On Subscriptions in a quantity at least equal to the number of deployed Units across Clusters.

**2.6 Red Hat OpenShift Virtualization Engine.** Red Hat OpenShift Virtualization Engine is designed to create, run and manage virtual machines. Red Hat OpenShift Virtualization Engine includes additional entitlements to run third-party utilities (such as storage, monitoring, and management) that provide common functionality to the Red Hat OpenShift Virtualization Engine cluster infrastructure.

**Table 2**

| Red Hat Product (Note 1 below) | Unit of Measure | Capacity for Socket-based SKUs | | Supported Use Case |
| --- | --- | --- | --- | --- |
| | | Sockets | Virtual Nodes | |
| Red Hat OpenShift Container Platform (Bare Metal Node) | Physical Node | Socket-pair with up to 64 Cores | None | Supported when used as a platform as a service on Supported Configurations (this Use Case is collectively the "**OCP Use Case**"). Running other applications |

| | Physical Node and, subject to Note 2 below Virtual Nodes. | Socket-pair with up to 128Cores Note 2 | | and/or programs of any type (other than running OpenShift or offering content from OpenShift) on the operating environment can have a negative impact on the function and performance. Third party operators are not supported by Red Hat; contact the third party for support.  Red Hat JBoss Web Server, Red Hat Build of OpenJDK, Red Hat SSO, Red Hat .NET Core, Red Hat Build of Keycloak and Red Hat Build of Quarkus, are included and only supported when running on OpenShift Container Platform. |
|---|---|---|---|---|
| Red Hat OpenShift Platform Plus (Bare Metal Node) | Physical Node | Socket-pair with up to 64 Cores | | OCP Use Case OpenShift Platform Plus includes: ODF Essentials Use Case (defined below) ACS Use Case ACM Use Case Quay Use Case ODF Essentials, ACS, ACM, Quay are supported for use with nodes with Red Hat OpenShift Platform Plus Subscriptions. |
| | Physical Node and, subject to Note 2 below Virtual Nodes. | Socket-pair with up to 128Cores Note 2 | | |
| Red Hat OpenShift Platform Plus with Red Hat OpenShift Data Foundation Advanced (Bare Metal Node) | Physical Node | Socket-pair with up to 64 Cores | None | OCP Use Case ODF Advanced Use Case ACS Use Case ACM Use Case Quay Use Case ODF Advanced, ACS, ACM, Quay are supported for use with nodes with OpenShift Platform Plus Subscriptions. |
| | Physical Node and, subject to Note 2 below Virtual Nodes. | Socket-pair with up to 128Cores Note 2 | | |
| Red Hat OpenShift Platform Plus (without OpenShift Container Platform, Bare Metal Node) | Physical Node | Socket-pair with up to 64 Cores | None | Not supported with OpenShift Kubernetes Engine. ODF Essentials Use Case ACS Use Case ACM Use Case Quay Use Case OpenShift Container Platform is not included. |
| | Physical Node and, subject to Note 2 below Virtual Nodes | Socket-pair with up to 128 Cores Note 2 | | |
| Red Hat Device Edge Essentials | Physical Node | 1 Socket with up to 32 Cores | None | One Unit of either an instance of (a) Red Hat Enterprise Linux or (b) a small form-factor Kubernetes that is based on OpenShift is supported when running on a single Socket edge (non-data center) computing device ("**Device Edge Use Case**"). RHEL Use Case OCP Use Case |
| Red Hat Device Edge | Physical Node | 1 Socket with up to 32 Cores | None | Device Edge Use Case with one (1) Ansible Automation Platform Managed Node included. RHEL Use Case OCP Use Case |
| Red Hat OpenShift Container Platform and OpenStack Platform (NFV Applications) | Physical Node | Socket-pair | Unlimited Virtual Guests | OpenStack Platform is solely supported as the host running OCP virtual guests. OCP Use Case. NFV Applications Use Case. |
| Red Hat OpenShift Container Platform or Red Hat OpenStack Platform (NFV Applications) | Physical Node | Socket-pair | Unlimited Virtual Guests | One (1) Unit of either Red Hat OpenShift Container Platform or Red Hat OpenStack Platform is supported on a Unit. NFV Applications Use Case OCP Use Case or OSP Use Case |
| Red Hat OpenShift Container Platform (NFV Applications) | Physical Node | Socket-pair | Unlimited Virtual Guests | OCP Use Case NFV Applications Use Case The Red Hat OpenShift Container Platform CI/CD development capabilities are not supported, including but not limited to, CodeReady Workspaces, OpenShift Pipelines (Jenkins and Tekton), Source to Image and Builder Automation (Tekton), the odo developer command line and the developer persona in the OpenShift Container Platform web console. |

| Red Hat OpenShift Container Platform (NFV Edge Applications) | Physical Node | One (1) Socket | Unlimited Virtual Guests | Supported for the deployment of containerized Radio Access Network services on a wireless network. This product is intended for network functions that have real time workload requirements such as the Distributed Unit or Radio Unit described by 3GPP or Open RAN in a 5G radio access network. Third party operators are not supported. |
|---|---|---|---|---|
| Red Hat OpenShift Virtualization Engine | Physical Node | Socket-pair with up to 128 Cores | None | Supported solely when Red Hat OpenShift Virtualization is (a) installed on the bare metal server and is not installed within a virtual machine and (b) used to create and manage virtual instances. The included Red Hat Enterprise Linux software is not supported for use as the guest operating system within virtual instances hosted on Red Hat OpenShift Virtualization. |
| Red Hat OpenShift AI (formerly Red Hat OpenShift Data Science) | Physical Node | Socket-pair with up to 128 Cores | N/A | Supported when used for AI/ML workloads running as containers on Red Hat OpenShift Container Platform or Red Hat OpenShift Platform Plus ("**RHOAI Use Case**"). |
| Red Hat AI Accelerator | AI Accelerator | One (1) AI Accelerator | N/A | |
| Red Hat OpenShift Data Foundations Essentials Edition | Physical Node | Socket-Pair with up to 128 cores and with up to 256TB of data | N/A | Supported with a basic set of storage functionality ("**ODF Essentials Use Case**").<br>OCP Use Case |
| Red Hat OpenShift Data Foundations Advanced Edition | | | | Support with the ODF Essentials Use Case and enhanced data encryption, disaster recovery, and data sharing across multiple OpenShift clusters and non-OpenShift clusters ("**ODF Advanced Use Case**").<br>OCP Use Case |

| Red Hat Product (Note 1 below) | Unit of Measure | Capacity for Core-based SKUs | | Supported Use Case |
|---|---|---|---|---|
| | | Cores | Virtual Nodes | |
| Red Hat OpenShift Container Platform | Virtual Node | 2 Cores or 4 vCPUs | One (1) Virtual Node | OCP Use Case |
| Red Hat OpenShift Platform Plus | | | | OCP Use Case<br>ODF Essentials Use Case<br>ACS Use Case<br>ACM Use Case<br>Quay Use Case<br>ODF Essentials, ACS, ACM, Quay are supported for use with the nodes that are entitled with Red Hat OpenShift Platform Plus subscriptions. |
| Red Hat OpenShift Platform Plus with Red Hat OpenShift Data Foundation Advanced | Virtual Node | 2 Cores or 4 vCPUs | One (1) Virtual Node | OCP Use Case<br>ODF Advanced Use Case<br>ACS Use Case<br>ACM Use Case<br>Quay Use Case<br>ODF Advanced, ACS, ACM, Quay are supported for use with the nodes that are entitled with OpenShift Platform Plus Subscriptions |
| Red Hat OpenShift Platform Plus (without OpenShift Container Platform) | Virtual Node | 2 Cores or 4 vCPUs | One (1) Virtual Node | Not supported with OpenShift Kubernetes Engine.<br>ODF Essentials Use Case<br>ACS Use Case<br>ACM Use Case<br>Quay Use Case<br>OpenShift Container Platform is not included. |
| Red Hat OpenShift Platform Plus for IBM Cloud Pak (without OpenShift Container Platform) | Physical Node or Virtual Node | 1 Core | One (1) Virtual Node | ODF Essentials Use Case<br>ACS Use Case<br>ACM Use Case<br>Quay Use Case<br>OpenShift Container Platform is not included. |
| Red Hat Support for IBM Cloud Pak (Red Hat OpenShift only) | Physical Node or Virtual Node | 1 Core | One (1) Virtual Node | OCP Use Case |

| | | | | |
|---|---|---|---|---|
| Red Hat OpenShift Container Platform for IBM Power, LE | Virtual Node | 2 Cores | One (1) Virtual Node | Supported when deployed on IBM Power, LE architecture.<br>OCP Use Case |
| Red Hat OpenShift Container Platform for IBM Z and IBM LinuxONE | Virtual Node | 1 Core | One (1) Virtual Node | Supported when deployed on Red Hat supported KVM hypervisor running in an IBM Z IFL. |
| Red Hat OpenShift Kubernetes Engine | Virtual Node | 2 Cores or 4 vCPUs | One (1) Virtual Node | Supported as described in the OCP Use Case with respect to the components that are set forth at https://access.redhat.com/support/offerings/openshift-engine/sla/.  Third party operators are not supported. |
| Red Hat OpenShift Container Platform, Premium (for Windows) | Virtual Node | 2 Cores or 4 vCPUs | One (1) Virtual Node | Support for OpenShift managing Windows-based containers. Windows software must be purchased separately. |
| Red Hat OpenShift Container Platform with Application Runtimes (Note 3) | Physical Node | Core Band | Unlimited Virtual Nodes | OCP Use Case |
| Red Hat OpenShift Container Platform with Application Foundations (Note 3) | | | | |
| Red Hat OpenShift Container Platform with Process Automation (Note 3) | | | | |
| Red Hat OpenShift AI (formerly Red Hat OpenShift Data Science) | Virtual Node | 2 Cores or 4 vCPUs | One (1) Virtual Node | RHOAI Use Case |
| Red Hat OpenShift Data Foundations Essentials Edition | Virtual Node | 2 Cores or 4 vCPUs with up to 256TB of data | One (1) Virtual Node | ODF Essentials Use Case<br>OCP Use Case |
| Red Hat OpenShift Data Foundations Advanced Edition | | | | ODF Advanced Use Case<br>OCP Use Case |

**Note 1:** Unless otherwise stated in an Order Form, one (1) Core is equivalent to two (2) vCPUs with hyper-threading active for the Red Hat Products in this Exhibit 1.B.

**Note 2:** Subscriptions purchased after January 1, 2025 based on the new MSRP include support for (a) 128 Cores per Socket-Pair and (b) Virtual Nodes hosted on OpenShift Virtualization on the Physical Node.

**Note 3:** There are two pools of Cores included in these Bundled offerings, one pool of Cores for any combination of Red Hat Application Services products and one pool of Cores for OpenShift Container Platform.  You may use up to the number of Cores that you purchase in the Core Band(s) (a) for Red Hat Application Services products included in these Bundles and (b) for OpenShift Container Platform deployments (in a minimum of 2 Core allocations per Unit).

3. **Unit of Measure and Purchasing Requirements for Red Hat Quay.**
   Table 3 sets forth the Units of measure and Supported Use Cases for the Red Hat Quay Subscriptions.  Red Hat Quay is an Add-On Subscription.

   **Table 3**

| Red Hat Product | Unit of Measure | Supported Use Case |
|---|---|---|
| Red Hat Quay | Deployment | Supported when used on a Supported Configuration. Running other applications and/or programs of any type on the operating environment can have a negative impact on the function and/or performance. |

4. **Unit of Measure and Purchasing Requirements for Red Hat Trusted Application Pipeline and associated products.**
   Table 4 sets forth the Units of measure and Supported Use Cases for the listed Add-On Subscriptions for Red Hat Trusted Application Pipeline, Red Hat Developer Hub, Red Hat Trusted Profile Analyzer and Red Hat Trusted Artifact Signer.  Red Hat Trusted Application Pipeline enables you to identify your trusted source repositories for your build environment. Red Hat Trusted Profile Analyzer enables you to identify your source(s) of vulnerability data to analyze your builds.  Red Hat Trusted Artifact Signer enables you to sign output from your build environment providing provenance for your build results.

**Table 4**

| Red Hat Product | Unit of Measure | Supported Use Case |
|---|---|---|
| Red Hat Trusted Application Pipeline | User | Supported when running on Red Hat OpenShift Container Platform, Azure Kubernetes Service or Amazon Elastic Kubernetes Service. |
| Red Hat Developer Hub | User | Supported when running on Red Hat OpenShift Container Platform, Azure Kubernetes Service or Amazon Elastic Kubernetes Service. |
| Red Hat Trusted Profile Analyzer | User | Supported when running on Red Hat OpenShift Container Platform, Azure Kubernetes Service or Amazon Elastic Kubernetes Service. |
| Red Hat Trusted Artifact Signer | User | Supported when running on Red Hat OpenShift Container Platform, Azure Kubernetes Service or Amazon Elastic Kubernetes Service. |

## EXHIBIT 1.C
## RED HAT DATA SERVICES AND STORAGE SUBSCRIPTIONS

This Exhibit 1.C. governs your use of the Red Hat Products as described below.  References to "**Red Hat Data Services and Storage Subscriptions**" refer to both product lines.

1. **Unit of Measure and Purchasing Requirements for Red Hat Storage**
Table 1 sets forth the Unit of measure and Supported Use Case for various Red Hat Data Services and Storage Subscriptions.  You must purchase the appropriate number and type of these Subscriptions based on the Unit and other parameters described in Table 1 below.  In addition, the following terms apply:

(a) Red Hat Gluster Storage includes management tools to manage one or more instances of Red Hat Gluster Storage.

(b) Red Hat Ceph Storage Software Subscriptions are priced based on the total amount of storage capacity. Each Red Hat Ceph Storage Software Subscription supports up to a certain number of Physical Nodes or Virtual Nodes. Should the number of Physical or Virtual Nodes be consumed before the Storage Band capacity is reached, you may upgrade to the next Storage Band to receive additional Physical or Virtual Nodes.

**Table 1**

| Red Hat Product | Unit of Measure | Supported Use Case |
|---|---|---|
| Red Hat Ceph Storage for OpenStack Platform | Physical Node or Virtual Node, and Storage Band | Supported only when used as a storage node. These Subscriptions are not supported on non-server hardware such as desktops or workstations and are 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 Subscription. Each 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 the respective Red Hat Storage Subscription. Red Hat Gluster Storage Module does not include a Red Hat Enterprise Linux Software Subscription which must be purchased separately. (collectively "**Storage Node Use Case**") |
| Red Hat Ceph Storage for OpenShift Container Platform | | |
| Red Hat Ceph Storage for Red Hat OpenStack on OpenShift | Socket | Storage Node Use Case |
| Red Hat Ceph Storage Pre-Production | Physical Node | These Pre-Production Subscriptions are subject to Red Hat Storage Node Use Case, provided that Support is only provided for Pre-Production Purposes (defined below).* |

**\***"**Pre-Production Purposes**" consists of assistance with issues relating to the installation, configuration, administrative tasks and basic trouble-shooting of the Red Hat Ceph Storage or Red Hat Gluster Storage Software components prior to deployment in a production environment, but it does not include architectural design reviews or advice, advanced configuration topics, performance analysis or reviews.
**Note 1:** Standard or Premium support levels are available for all Subscriptions listed in Table 1 above except for Red Hat Gluster Storage Pre-Production and Red Hat Ceph Storage Pre-Production. Red Hat Gluster Storage Pre-Production and Red Hat Ceph Storage Pre-Production only provide Standard support level.

## EXHIBIT 1.D
## MANAGEMENT SUBSCRIPTIONS

This Exhibit 1.D. to Product Appendix 1 governs your use of the Red Hat Satellite, Red Hat Ansible product lines and related offerings.

**1. Red Hat Satellite and Red Hat Capsule**

**1.1 Red Hat Satellite.** Red Hat Satellite is an infrastructure management offering for Red Hat Enterprise Linux and other Red Hat infrastructure environments consisting of fifty (50) System entitlements for the management components for Red Hat Satellite, or Red Hat Satellite Capsule and access to a Red Hat Portal(s).

**1.2 Units of Measure and Purchasing Requirements.** You must purchase the appropriate number and type of Red Hat Satellite Subscriptions based on the Unit and Supported Use Cases described in Table 1 below.

**Table 1**

| Red Hat Product | Unit | Supported Use Case |
|---|---|---|
| Red Hat Satellite, Red Hat Satellite Capsule and Red Hat Satellite Proxy (included in Red Hat Satellite Subscriptions) | System | Red Hat only provides Subscription Services for Red Hat Satellite, Red Hat Satellite Capsule or Red Hat Satellite Proxy when used on a System or Physical Node that is a server. Red Hat only provides Subscription Services for Red Hat Satellite Capsule and Red Hat Satellite Proxy when deployed with Red Hat Satellite. Red Hat Satellite includes a subscription for Red Hat Enterprise Linux for the purposes of running Red Hat Satellite. |
| Red Hat Satellite (formerly known as Red Hat Smart Management) | Managed Node | Red Hat Satellite entitlements are required for each Unit of Red Hat Enterprise Linux that is managed by Red Hat Satellite Capsule, Red Hat Satellite Proxy and/or Red Hat Satellite. Red Hat Satellite entitlements may be used with Red Hat Portal directly. |
| Red Hat Satellite for non-RHEL | Managed Node | Red Hat Satellite for non-RHEL entitlements are required for each Unit of non-RHEL that is managed by Red Hat Satellite Capsule, Red Hat Satellite Proxy and/or Red Hat Satellite. Red Hat only provides support for the Red Hat Satellite functionality and does not support the installation, configuration, connectivity or other general use of the non-RHEL Managed Node. Red Hat Satellite entitlements may be used with Red Hat Portal directly. |

**2. Red Hat Ansible Automation Platform Subscriptions**

**2.1 Units of Measure and Purchasing Requirements.** Table 2 sets forth the Unit of measure and Supported Use Cases for Red Hat Ansible Automation Platform Subscriptions. You must purchase the appropriate number and type of these Subscriptions based on the Unit and other parameters described in Table 2 below.

**Table 2**

| Red Hat Product | Unit | Supported Use Case |
|---|---|---|
| Red Hat Ansible Automation Platform | Managed Node (see Note 1) | Red Hat only provides Subscription Services for Red Hat Ansible Automation Platform Software (a) when used on a system that is a server, (b) on platforms that are Supported Configurations and (c) additional components identified in Section 2.2 below. Red Hat Ansible Automation Platform includes a subscription for Red Hat Enterprise Linux or Red Hat OpenShift Container Platform for the purposes of running Red Hat Ansible Automation Platform. Support of Red Hat Ansible Automation Platform does not include the creation, maintenance, support or services related to customer playbooks and/or roles, or Ansible Project Software (collectively the "**Ansible Use Case**"). |
| Red Hat Ansible Automation Platform Academic Site Subscription | FTEs | |
| Red Hat Ansible Developer | Managed Node (see Note 1) | A subset of Red Hat Ansible Automation Platform is provided and supported only with command line (no user interface) functionality for Development Use as defined in Section 1.2(c) above. Ansible Use Case |
| Red Hat Ansible Automation Platform for Server Out of Band Management | Managed Node (see Note 1) | Supported only for nodes running out of band remote management services on other systems. Ansible Use Case |
| Red Hat Ansible Automation Platform for Server OS | Managed Node (see Note 1) | Supported only when used to manage an operating system on a node. Ansible Use Case |
| Red Hat Ansible Private Partner Automation Hub | Deployment | Supported on Supported Configurations. |

**Note 1:** Managed Node includes each Node managed by Ansible Automation during the term of the Subscription.

**2.2** **Red Hat Ansible Content.** Red Hat Ansible Automation Platform Subscriptions provide access to additional software with varying levels of support as set forth at https://access.redhat.com/articles/3166901.

**2.3** **Ansible Lightspeed.** Ansible Automation Platform includes an optional AI Feature to assist you in using Ansible Automation Platform ("**Ansible Lightspeed**"). Use of Ansible Lightspeed requires the separate purchase of IBM's watsonx Code Assistant ("**WCA**") from IBM and subject to a separate IBM agreement. To use Ansible Lightspeed, you need to install the Ansible Visual Studio Code extension and authenticate via your Red Hat account. Input, Suggestions, Modified Suggestions, and any data associated with your use of Ansible Lightspeed will be shared with IBM to provide the Ansible Lightspeed functionality, and on an aggregated and anonymized basis, may be used by Red Hat and Red Hat's affiliated companies to further improve the services hereunder.

**2.4** **Red Hat Ansible Automation Platform Software Life Cycle.** The supported life cycle for Red Hat Ansible Automation Platform Software is set forth at: https://access.redhat.com/support/policy/update_policies.

**2.5** **Red Hat Ansible Developer.** Red Hat Ansible Developer is a Developer Subscription subject to Sections 2.2 and 2.4.1 of the Appendix.

**3.** **Red Hat Advanced Cluster Management for Kubernetes Software Subscriptions**
Table 3 sets forth the Unit of measure, Capacity and Supported Use Cases for Red Hat Advanced Cluster Management for Kubernetes. You must purchase the appropriate number and type of these Subscriptions based on the Unit and other parameters described in Table 3 below.

**Table 3**

| Software Subscription | Unit | Capacity | Supported Use Case |
|---|---|---|---|
| Red Hat Advanced Cluster Management for Kubernetes | Core Band | Two (2) Core Or Four (4) vCPUs | This product is supported when used in connection with Red Hat OpenShift platforms. |
| Red Hat Advanced Cluster Management for Kubernetes (Bare Metal Node) | Physical Node | Socket-pair with up to 128 Cores | This product is supported when used in connection with Red Hat OpenShift platforms when running on a Physical Node. |
| Red Hat Advanced Cluster Management for Kubernetes for IBM Power, LE | Virtual Node | One (1) Virtual Node with two (2) Cores | Supported for the ACM Use Case running on an IBM Power system. |
| Red Hat Advanced Cluster Management for Kubernetes for IBM Z and IBM LinuxONE | Virtual Node | One (1) Virtual Node with one (1) Core | Supported when deployed on Red Hat supported KVM hypervisor running in an IBM Z IFL. ACM Use Case |

**3.1** Red Hat Advanced Cluster Management Supported Configurations and Software Life Cycle. The supported configurations and life cycle for Red Hat Advanced Cluster Management is set forth at: https://access.redhat.com/articles/6968787.

**4.** **Red Hat Advanced Cluster Management for Virtualization Software Subscriptions**
Table 4 sets forth the Unit of measure, Capacity and Supported Use Cases for Red Hat Advanced Cluster Management for Virtualization. You must purchase the appropriate number and type of these Subscriptions based on the Unit and other parameters described in Table 4 below.

**Table 4**

| Software Subscription | Unit | Capacity | Supported Use Case |
|---|---|---|---|
| Red Hat Advanced Cluster Management for Virtualization | Physical Node | Socket-pair with up to 128 Cores | Supported to manage Red Hat OpenShift Virtualization Engine. ACM Use Case |

**5.** **Unit of Measure and Purchasing Requirements for Red Hat Advanced Cluster Security for Kubernetes.**
Table 5 sets forth the Units of Measure, Capacity limitations and Supported Use Cases for Red Hat Advanced Cluster Security for Kubernetes. You must purchase the appropriate number and type of Software Subscription(s) for each Unit, based on the Unit and other parameters described in Table 5.

**Table 5**

| Software Subscription | Unit of Measure | Capacity | Supported Use Case |
|---|---|---|---|
| Red Hat Advanced Cluster Security for Kubernetes | Core Band | Two (2) Core Or Four (4) vCPUs | Red Hat Advanced Cluster Security for Kubernetes is supported when analyzing workloads running on current versions of Red Hat OpenShift Container Platform, Red Hat OpenShift for Kubernetes Engine and certain other Kubernetes implementations on Supported Configurations as set forth below.   The Central (defined below) management platform is supported as set forth in Table 4.1.1 below ("ACS Use Case"). |
| Red Hat Advanced Cluster Security for Kubernetes (Bare Metal Node) | Physical Node | Socket-pair with up to 128 Cores | |
| Red Hat Advanced Cluster Security for Kubernetes for IBM Power, LE | Virtual Node | One (1) Virtual Node with two (2) Cores | Supported for the ACS Use Case running on an IBM Power system. |
| Red Hat Advanced Cluster Security for Kubernetes for IBM Z and IBM LinuxONE | Virtual Node | One (1) Virtual Node with one (1) Core | Supported when deployed on Red Hat supported KVM hypervisor running in an IBM Z IFL. ACS Use Case |

5.1 **Supported Configurations for Red Hat Advanced Cluster Security for Kubernetes.** The supported configurations and life cycle for Red Hat Advanced Cluster Security is set forth at: https://access.redhat.com/node/5822721.

## EXHIBIT 1.E
## SUPPORT SUBSCRIPTIONS

This Exhibit 1.E. to Product Appendix 1 governs your use of supplemental Support Subscriptions.

1. **Technical Account Management ("TAM") Service**
   The TAM Service is a Support Subscription that you may purchase in addition to your underlying Standard or Premium Software Subscription in order to receive enhanced Support. The TAM Service does not include support for (1) Self-support Software Subscriptions (2) any Unit of Software (such as a System, Physical Node, Core, etc.) for which you do not have an active paid Subscription or (3) any 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 (a) access to Red Hat's technology and development plans, including beta testing and bug/feature escalation, (b) weekly review calls, (c) up to two (2) on-site technical review visits per year for each full one year TAM subscription term, (d) up to four Support Contacts, (e) quarterly service performance metrics via the TAM electronic dashboard, and (f) a subscription to Red Hat's TAM monthly newsletter.

| Support Subscription | Unit Description |
|---|---|
| TAM Service<br>Dedicated TAM Service<br>TAM Extension<br>Enterprise TAM<br>Technical Relationship Management Service | **Point of Contact:** a Red Hat associate whom you are authorized to contact to request support for a particular team, geography or Red Hat product line. |

1.1 **TAM Service Coverage.** Each TAM Service Subscription will be limited to a region, a customer team and a product line and will be listed in the Order Form.  If not listed, the parameters will be established upon the initiation of the TAM Service.
(a) **Regions:** North America, Latin America, EMEA, Asia-Pacific (excluding Japan, China and India), China, India or Japan.
(b) **Customer Team:** The customer team supported by the TAM, such as your development team, your system administration team, your support team, etc.
(c) **Red Hat Product Line:** The supported Red Hat product line, such as the Red Hat Enterprise Linux, Red Hat AI Platforms, Red Hat JBoss Application Services, Red Hat OpenShift Container Platform, Red Hat Storage, Red Hat Ansible or Red Hat Cloud product lines.

1.2 **TAM Service Level.** 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).

2. **Other TAM Subscriptions**

2.1 **Dedicated TAM Service.** The Dedicated TAM Service is the assignment of a Red Hat resource dedicated to you for TAM Services, provided Red Hat may use a non-dedicated resource for personal time off, training and initially, until a dedicated resource is assigned.

2.2 **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.

2.3 **Enterprise TAM Service.** The Enterprise TAM Service provides TAM Services for multiple Red Hat product lines, as mutually agreed in writing, to a Client.

2.4 **Technical Relationship Management Service.** The Technical Relationship Management Service provides a subset of TAM Services that are primarily reactive services as set forth at:  https://redhat.com/en/services/support/technical-relationship-management-service

3. **Designated Support Engineer ("DSE") Service Subscription**
   The DSE Service is a Support Subscription that you may purchase in addition to your underlying Premium Software Subscription for a specific product line (e.g. Red Hat Enterprise Linux or OpenShift) in order to receive access to a designated Red Hat support engineer. The DSE Service does not include support for (1) Self-support or Standard 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 Subscription for which support is provided by a Business Partner. When you purchase a DSE Service, you receive access to a Red Hat support engineer to provide you with (a) weekly review calls, (b) up to six (6) Support Contacts and (c) quarterly service performance metrics.

4. **Confirmed Stateside Support Subscriptions**
   Confirmed Stateside Support ("**CSS**") Subscriptions provide the applicable level of Support (Standard or Premium) in English via restricted, support resources in the United States for a specific Client account on Red Hat Portal ("**CSS Client Account**").  Each CSS Subscription will be limited to a specific CSS Client Account. All support requests for CSS Covered Subscriptions must be submitted to the Red Hat designated CSS support contacts.  Client agrees to only submit CSS Support requests for Red Hat Software Subscriptions identified as CSS Subscriptions.  The CSS Subscription does not include support for (i) Self-support Subscriptions, (ii) any instance of Software for which you do not have an active paid Subscription; or (iii) any Subscription for which support is provided by a Business Partner. When you purchase the CSS Subscription, you receive access to a Red Hat support group to provide you with:
(a) Support accessed from the US and provided by US citizens;
(b) Logical and physical Client data separation from Red Hat's standard support systems for each CSS Client Account;

(c)    Separate secured physical workspace for the CSS support personnel; and

(d)    Triage based support to resolve known issues and create a sanitized support request ticket if escalation to standard non-CSS resources is required.

## 5.    Developer Support Subscriptions

**5.1    Scope of Coverage.** For certain Software, Red Hat offers Developer Support Subscriptions.  For each paid, active Developer Support Subscription, Red Hat will provide you with (a) access to the supported versions of the respective products through a Red Hat Portal; and (b) assistance for: (i) installation, usage and configuration support, diagnosis of issues, and bug fixes, but only for issues related to your use of such products for Development Use and (ii) advice concerning application architecture, application design, industry practices, tuning and application porting (collectively, "**Developer Support**").   Developer Support Subscriptions do not include support for (a) modified software packages, (b) wholesale application debugging or (c) software included in the Red Hat Extras repository, supplementary channels, preview technologies or software obtained from community sites.   For Red Hat Application Services and/or Red Hat OpenShift Developer Support Subscriptions, Developer Support is provided for up to one hundred (100) developers provided all support requests will be made by up to two (2) named Client contacts.

**5.2    Red Hat Developer Support Subscription Levels.** You may purchase Professional (two (2) business day response time) or Enterprise (four (4) Standard Business Hours response time) with web and phone support for an unlimited number of requests for Red Hat Developer Support Subscriptions.

## 6.    Red Hat Partner Support Subscriptions

**6.1    Scope of Coverage.** Red Hat Partner Subscriptions make certain Subscriptions available to partners for Development Use.  Red Hat Partner Support Subscriptions provide support to a specified number of partner contacts. For each paid, active Red Hat Partner Support Subscription, Red Hat will provide (a) access to the supported versions of the respective products through a Red Hat Portal; and (b) assistance with installation, usage and configuration, diagnosis of issues, and bug fixes, but only consistent with Development Use. Red Hat Partner Support Subscriptions do not include support for (a) modified software packages, (b) wholesale application debugging or (c) software included in the Red Hat Extras repository, supplementary channels, preview technologies or software obtained from community sites.

**6.2    Red Hat Partner Support Subscription Levels.** You may purchase Standard or Premium Partner Support Subscriptions as set forth at https://access.redhat.com/support/offerings/production/sla.

**EXHIBIT F**
**Product Appendix 2A**
**Training and Training Units**

**SEE ATTACHED DOCUMENT**

# PRODUCT APPENDIX 2A
## TRAINING AND TRAINING UNITS

This Product Appendix contains terms that describe the parameters and govern your use of Training and Training Units. Red Hat may modify or update this Product Appendix either by posting a revised version of this Product Appendix at http://www.redhat.com/agreements, and/or by providing notice using other reasonable means.  If you do not agree to the updated terms then, (a) the existing Product Appendix will continue to apply to the Red Hat Products you have purchased as of the date of the update for the remainder of any then-current term(s); and (b) the updated or modified terms will apply to any new purchases or renewals of Red Hat Products made after the effective date of the updated terms.  When we use a capitalized term in this Appendix without defining it, the term has the meaning defined in the base agreement.

### 1.    Training

**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, damage or destruction of the equipment used in connection with the Training.

**1.2    Client Responsibilities.** You are responsible for (a) assessing each participant's suitability for the Training, (b) enrollment in the appropriate course(s) or online learning subscriptions (c) your participants' attendance at scheduled courses and (d) any other Client responsibilities as described in Red Hat's Training Policies (defined below).

**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 in the Training Policies.  You must use all Training, including Training Units, within one (1) year of the date of purchase; any unused training offerings will be forfeited.

### 2.0   Red Hat Learning Subscriptions and Red Hat Online Learning Subscriptions

**2.1    Access to Red Hat Materials and Support.**  In order to begin accessing the materials, videos and services made available through a Red Hat Learning Subscription, the Named Participant for such subscription must first register with Red Hat with a unique Red Hat Login ID.  You agree to provide to Red Hat the Red Hat Login ID for each Named Participant. All access and resources provided with a Red Hat Learning Subscription and a Red Hat Online Learning Subscription may only be consumed during the Subscription term.

**2.2    Use of a Red Hat Learning Subscription.** A Red Hat Learning Subscription provides a Named Participant with ongoing access to a variety of materials and services for his or her personal use and are not assignable or transferrable.  Providing our materials and services to, or using them for the benefit of, a third party or anyone other than the Named Participant is a material breach of the Agreement. Named Participants may only access the materials or support in connection with their Red Hat Learning Subscription in the same country as identified in the "Ship-to Address" in the relevant Order Form.

**2.3    Red Hat Instructors.** If the Red Hat Learning Subscription includes access to Red Hat instructors, Named Participant may contact Red Hat instructors to ask questions about a particular course or video made available as part of the Red Hat Learning Subscription.  Red Hat instructors will use commercially reasonable efforts to answer questions regarding (a) technical issues with the course or video and (b) questions about the content of such materials.  Red Hat instructors will not provide production support or development support for any Red Hat Subscriptions.

**2.4    Certification Exams.** If the Red Hat Learning Subscription includes Certification Exams, Named Participant may be permitted to complete Certification Exams via a Classroom Exam or an Individual Exam session, provided Named Participants in North America may only take exams included in the Red Hat Learning Subscription via an Individual Exam session. Red Hat reserves the right to modify learning paths and/or certification criteria for Certification Exams. The standard exam terms and conditions, provided in the Training Policy, apply to any exams provided through a Red Hat Learning Subscription.  While Red Hat provides exams at many locations, Red Hat does not warrant that any particular exam will be available in a city near the Named Participant.

### 3.    Training Units
Training Units (a) expire one (1) year from the date of purchase, (b) are non-refundable, (c) are non-transferable, (d) may not be redeemed for cash or credit, (e) must be used as whole credits, (f) cannot be combined with any other discount, special offer or coupon and (g) 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.

### 4.    Payment
Notwithstanding other payment terms, payment for Training, Training Units must be received in full prior to the delivery of the associated Training Services.

## 5. Definitions

**5.1** "**Certification Exam(s)**" means both Classroom Exams and Individual Exams.

**5.2** "**Classroom Exam(s)**" means certification exams delivered in an open enrollment classroom.

**5.3** "**Individual Exam(s)**" means exams delivered via a Red Hat Individual Exam system.

**5.4** "**Named Participant**" means a Client employee or contractor whom Client has identified to Red Hat as the individual authorized to use or access the materials and the support Red Hat makes available with the Training purchased by Client.

**5.5** "**On-site Courses**" means courses provided at a site designated by you.

**5.6** "**Open Enrollment Courses**" means Red Hat's publicly available courses delivered in a classroom, and Red Hat's publicly available Virtual Training courses delivered live via the Internet.

**5.7** "**Red Hat Learning Subscription**" means a one (1) year subscription that provides a Named Participant with access to certain Red Hat learning resources consisting of (a) access to an online repository of learning courses and videos during the term of the Red Hat Learning Subscription and (b) remote access to systems for training purposes. Certain Red Hat Learning Subscriptions may also include access to Red Hat instructors for content related to training in English language and during Red Hat's published standard business hours and access to Red Hat Certification Exams as described herein and in Red Hat's Training Policies.

**5.8** "**Red Hat Online Learning Subscription**" means a ninety (90) day subscription that provides a Named Participant with access to an individual Red Hat course consisting of (a) online content associated with the course, and (b) remote access to systems used for training purposes that are associated with the purchased course as described herein and in Red Hat's Training Policies.

**5.9** "**Training**" means Red Hat's training products, including but not limited to, Open Enrollment Courses, Virtual Training, On-Site Courses, Red Hat Learning Subscription, Red Hat Online Learning and Certification Exams as described herein and subject to Red Hat's Training Policies.

**5.10** "**Training Policies**" means Red Hat's training policies as posted and updated at https://www.redhat.com/en/about/red-hat-training-policies.

**5.11** "**Training Units**" means Red Hat's training credits that may be redeemed by you for any Training subject to the Training Policies.

**5.11** "**Virtual Training**" means publicly available courses delivered online.

**EXHIBIT G**
**Product Appendix 3**
**Professional Services (limited to Exhibit 3.C. Consulting Units)**

**SEE ATTACHED DOCUMENT**

# PRODUCT APPENDIX 3
## PROFESSIONAL SERVICES

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

Red Hat may modify this Product Appendix by posting a revised version at http://www.redhat.com/agreements, or by providing notice using other reasonable means.

## 1. Transaction Details and Structure

**1.1 Background.** Red Hat provides consulting services to assist with the use, configuration, implementation, installation or other consulting services in relation to Red Hat Products and associated open source technology (the "**Professional Services**").

**1.2 Purchasing.** This Product Appendix governs Red Hat Professional Services purchased directly from Red Hat or indirectly from a Business Partner. Professional Services are sold based on a certain metric or "**Unit**". The applicable Unit will be set forth in this Product Appendix or in the Exhibit 3.A to Appendix 3: Professional Services, attached to the Order Form. Transactional details (e.g. fees, invoicing, payment terms and expenses) will be set forth in the Exhibit 3.A attached to Order Form between you and Red Hat and will only apply to direct transactions with Red Hat. For indirect purchases through Business Partners, Red Hat will sell the Professional Services to Business Partners via an Order Form with the Business Partner for resale to you, and the transaction details for your indirect purchases through Business Partners are determined by you and the Business Partner.

**1.3 Red Hat as your Professional Services Subcontractor.** If Red Hat is acting as your subcontractor (a "**Subcontracting Engagement**"), then this Product Appendix, the Order Form and the Agreement will apply as between you and Red Hat with regard to Red Hat's provision of the Professional Services. Red Hat will provide the Professional Services for the Subcontracting Engagement to you for your client's project. Any agreement that you enter into with your client is solely between you and your client.

**1.4 Professional Services.** If you purchase Red Hat Professional Services, the terms set forth in Exhibit 3.A also apply, except as specifically set forth in this Product Appendix.

**1.5 Consulting Subscriptions.** If you purchase a Red Hat Professional Services Consulting Subscription, the terms set forth in Exhibit 3.B, attached to this Product Appendix, also apply. The terms of Exhibit 3.A do not apply to Consulting Subscriptions.

**1.6 Consulting Units.** If you purchase Red Hat Consulting Units, the terms set forth in Exhibit 3.C, attached to this Product Appendix, also apply. The terms set forth in Exhibit 3.A also apply to redemption of the Consulting Units, but not to their purchase.

## 2. Scope of Professional Services.

**2.1 Task Lists.** Red Hat will perform the Professional Services to assist you with the tasks set forth in: (a) the Task List in the Exhibit 3.A attached to the Order Form between you and Red Hat or between the Business Partner and Red Hat, as applicable or (b) the Consulting Subscription Tasks in Exhibit 3.B. Red Hat will assign consultants ("**Consultants**") to carry out the Professional Services. The Professional Services are limited to the number of Units of Professional Services and to the Term set forth in the Purchase Summary of the Order Form between you and Red Hat or between the Business Partner and Red Hat, as applicable. The overall responsibility regarding the successful use of the Professional Services rests with you.

**2.2 Out of Scope Items.** The tasks set forth and described in Exhibit 3.A or in Exhibit 3.B, as applicable, are the sole tasks with which Red Hat will provide assistance, and the Professional Services will not include any further tasks or other features, including without limitation, the items described as "Out of Scope Items" in Exhibit 3.A attached to the Order Form between you and Red Hat or between the Business Partner and Red Hat, as applicable.

**3. Management.** If stated in the purchase summary of the Order Form or, for Red Hat Consulting Subscriptions, as set forth in Exhibit 3.B, Red Hat will assign a project manager or program manager or other manager ("**Management**"). Management may be set forth in more detail in Exhibit 3.A attached to an Order Form between you and Red Hat or between the Business Partner and Red Hat, as applicable. Management will include gathering your requests, directing the Consultants and providing periodic updates as mutually agreed.

**4. Customer Engagement Report.** If a Customer Engagement Report will be provided as agreed in Exhibit 3.A attached to the Order Form between you and Red Hat or between the Business Partner and Red Hat, as applicable, then the Red Hat Consultants will prepare a site-specific engagement summary, in collaboration with you, listing the tasks or a high level description of the Professional Services performed by Red Hat, designed to capture, to the extent applicable:
  (a)    Consultants and your engagement participants;
  (b)    An executive summary of goals, objectives, and ongoing issues or dependencies;
  (c)    An overview of engagement purpose and approach;
  (d)    Implementation details and verification;
  (e)    A summary of knowledge transfer topics by Consultants; and
  (f)    Technical next steps with Red Hat suggestions.

**5.    Dependencies and Assumptions.**

5.1    Your cooperation is required for Red Hat to perform the Professional Services and you agree to provide the following:

(a)  Timely access to reasonably requested accurate and complete information related to the Professional Services.

(b)  Adequate workspace, network connectivity, telephone and internet access. VPN access to Red Hat's internal network, from the Consultant's laptop, is required in order to provide the Professional Services to you.

(c)  You are responsible for the actual content of any of your data files, the selection and implementation of controls on access and use, security of your stored data and whether any such data remains retrievable speedily and economically.

(d)  You are responsible for ensuring that you have appropriate backup, security and virus-checking procedures in place for any computer files that you provide or which may be affected by the Professional Services.

(e) You are responsible for ensuring that all software provided by you in connection with the project is properly licensed to you, including permitted use by Red Hat to the extent applicable, and that you have all appropriate Subscriptions for Red Hat Software.

(f) Any additional or modified Dependencies and Assumptions as set forth in Exhibit 3.A attached to the Order Form between you and Red Hat or between the Business Partner and Red Hat, as applicable.

5.2    Should any dependency or assumption set out or referred to in Section 5.1 prove to be invalid or should it not be possible for you to carry out any of your obligations under this Product Appendix, Red Hat will be entitled to equitable adjustments to the Professional Services and/or fees for the Professional Services, and may charge on a time and materials basis using Red Hat's then applicable standard rates (including charging standard rates to the Business Partner for indirect purchases) for any resulting additional work or waiting time. This also applies for any delays and additional work required which was not caused by Red Hat.

6.    **Availability and Location**.  Unless otherwise agreed by the parties in writing, Professional Services and Management will be carried out Monday through Friday, between the hours of 8:00 a.m. – 7:00 p.m. in the Consultant's and Manager's local time zone, subject to the applicable Red Hat business hours where the Consultants and/or Managers are employed or located. Professional Services or Management outside of the hours above, work on weekends or on Red Hat-recognized holidays must be pre-approved in writing by Red Hat.  The schedule of working hours, direction and organizational management of the individual Consultant(s)s and Managers within the above availability will be solely and entirely managed by Red Hat. Professional Services will be performed at the your site (or your client's site in a Subcontracting Engagement) located at the "Ship-to" address shown in the Order form or a remote location. If applicable, any documentation may be prepared remotely at Red Hat's discretion.

7.    **Red Hat Personnel and Subcontractors.** Consultants and Managers will be employees or subcontractors of Red Hat who act at the direction and under the control of Red Hat. The Consultants will not be deemed your employees, staff or contingent workers for any purpose whatsoever and nothing a Consultant creates is a "work for hire" for you. Consultants will not be obligated to sign any agreements with you in their individual capacity. Red Hat may, at its sole discretion, choose to assign different personnel to the Consultant or Management positions during the term of the Professional Services. Upon request, Red Hat will disclose its use of subcontractors to perform the Professional Services. Red Hat shall remain responsible for its obligations under this Product Appendix notwithstanding any such use of subcontractors.

8.    **Information and Access.**  If you provide Consultants with unescorted access to your facilities or if you issue credentials to Consultants for access to your network and computing resources to facilitate the Professional Services, Red Hat will require Consultants to comply with your rules concerning access to your site and systems, provided that such rules are communicated to Red Hat in writing reasonably in advance of Consultants having such access and do not require any out of pocket expenses from Red Hat.  Red Hat will also have confidentiality provisions with Consultants that require them to comply with the confidentiality provisions of the base agreement with respect to your Confidential Information (as defined in the Agreement).

9.    **Intellectual Property Ownership and Licensing**. Pre-existing intellectual property owned by either party (or your client in a Subcontracting Engagement) remains the property of that party. Nothing in this Product Appendix transfers ownership of intellectual property. Red Hat uses an open source development model and any software created by Consultants under this Product Appendix will be licensed under an open source software license. Any modifications to or derivatives of open source software will be licensed under the applicable open source license(s) for that software. To the extent that any part of the Professional Services is not software (e.g., reports, templates, or presentations) and is not subject to an open source license, Red Hat grants to you (or your client in a Subcontracting Engagement) the necessary rights to use such content for internal business purposes. Nothing in this Product Appendix alters the confidentiality responsibilities of either party.

# APPENDIX 3, EXHIBIT 3.B
## CONSULTING SUBSCRIPTIONS

The following terms apply to Consulting Subscriptions:

1. **Red Hat Products.**  The Consulting Subscription consists of assistance with the Consulting Subscription Tasks set forth in Section 5 below together with the Management as per section 2 below.  A Consulting Subscription is provided on either a dedicated or shared basis, as set forth in the Purchase Summary of the Order Form (if the Purchase Summary of the Order Form does not state "dedicated", the Consulting Subscription will be provided on a shared basis). One Unit of the dedicated Consulting Subscription consists of the assignment of one Consultant by Red Hat to the Consulting Subscription Tasks for eight (8) hours (in France 7 hours) per day five (5) days per week during the term of the Consulting Subscription, and one Unit of the shared Consulting Subscription consists of the assignment of one shared Consultant by Red Hat to the Consulting Subscription Tasks for twelve (12) hours per week during the term of the Consulting Subscription, excluding  public holidays, Red Hat holidays and Consultant/Manager time off (at the location where the respective Consultant is employed). The term of a Consulting Subscription will not exceed one (1) year. The Consulting Subscription Tasks will be provided with regard to one or more of the following Red Hat Products, as set forth in the Purchase Summary of the Order Form: Red Hat Enterprise Linux, Red Hat OpenShift Container Platform, or Red Hat Ansible Automation Platform.

2. **Management.**  Red Hat will provide Management to remotely coordinate your requests for assistance with Consulting Subscription Tasks, provide direction to the Consultant and submit reports to your designated point of contact for the Consulting Subscription. Management is calculated with four (4) hours per week and will include the following:

2.1.  **Preparation**
   a.   Coordinate kick-off and onboarding meetings between you and Consultant(s).
   b.   Work with you to establish the working norms.
   c.   Work with you to establish a communication plan between you and Consultant(s)

2.2  **Scope, Plan and Monitoring**
   a.   Work with you to determine your key objectives with respect to the Consulting Subscription Tasks and your project
   b.   Assist with the process for change requests as set forth in an Order Form
   c.   Regularly monitor the status of the Consulting Subscription Tasks
   d.   Prepare regular briefings on the status of the Consulting Subscription Tasks
   e.   Assist in identifying potential Consulting Subscription Task related issues or blockers

2.3  **Governance and Communication**
   a.   Coordinate with Red Hat resources to align with your project schedule
   b.   Coordinate with you and team members
   c.   Update you on close down of the Professional Services with respect to your project upon expiration of the Term as set forth in the Purchase Summary of the Order Form

3. **Information and Access for the Consulting Subscriptions.**  You agree to provide Red Hat with any applicable Information and Access from Section 10 of the Product Appendix required to commence the Professional Services described in this Exhibit 3.B Red Hat Consulting Subscriptions no later than five  business days after the Effective Date of the applicable Order Form.

4. **Expenses.**  Out-of-pocket expenses incurred by the Consultant hereunder, such as travel (for up to two (2) on-site visits), lodging, food, transportation, and other expenses are included in the Consulting Subscription. The Management services set forth in Section 2 do not include any travel or expenses, and any travel or expenses will need to be mutually agreed in writing.

5. **Consulting Subscription Tasks.**  The Consulting Subscriptions tasks consist of the following:

| Consulting Subscription | Consulting Subscriptions Tasks |
| --- | --- |
| Enterprise Engineer | • Technical assistance and problem resolution related to Red Hat Products.<br>• Informal mentoring, general knowledge sharing, and configuration of Red Hat Products.<br>• Up to two Red Hat Software architectural reviews and implementation planning sessions.<br>• Up to two (2) on-site visits at your site |

| Architect | • One architectural review and design of an enterprise architecture as it relates to Red Hat Products and how they fit.<br>• Workshop(s) covering technical and business areas that are helpful for realizing value from Red Hat Products and open source technology.<br>• Acceleration and reinforcement of skills from Red Hat Training Services.<br>• Insights into additional areas for leveraging open source technology in your environments.<br>• Up to two (2) on-site deep dives to examine the current state architecture and iterative development of forward-looking plans (roadmaps) based on your  needs and current/future Red Hat Products.<br>• Your architecture and roadmap alignment.<br>• Planning related to your architecture and road mapping. |
|---|---|
| Program Lead | • Provide consultative guidance and planning support for execution of projects making use of Red Hat Software and Services.<br>• Recommendations for Red Hat Training Services.<br>• Insights into additional areas for leveraging open source technology in your environments.<br>• Remote deep dives to examine the current state architecture and iterative development of forward-looking plans (roadmaps) based on your needs and current/future Red Hat Products.<br>• Planning related to client architecture and road mapping. |

## APPENDIX 3, EXHIBIT 3.C
## CONSULTING UNITS

The following terms apply to Consulting Units:

1. **Red Hat Products.** "**Consulting Units**" are credits that may be redeemed by you for Red Hat Professional Services as set forth in this Product Appendix 3 and the Redemption Tables located at https://www.redhat.com/en/services/consulting/units. To redeem Consulting Units, contact a Red Hat sales representative or consulting representative and follow the steps in Section 4 below.

2. **Ordering and Redemption.** Consulting Units can be purchased via an Order Form, either by you or by a Business Partner for resale to you, and can be redeemed by you using a separate Order Form With an attached Exhibit 3.A in accordance with Section 4 below. Consulting Units may be redeemed only by you and only for your internal consumption.

3. **Use of Consulting Units.** Consulting Units: (a) are non-refundable, (b) are non-transferable, (c) may not be redeemed for cash or credit, (d) must be used as whole credits, (e) cannot be combined with any other discounts, special offers or coupons, (f) cannot be pro-rated and (g) can only be redeemed in the same geographic region and currency as purchased. United States Government Clients (or Business Partners acting on behalf of the United States Government) may not purchase Consulting Units.

4. **Consulting Unit Redemption.** Payment for Consulting Units must be received by Red Hat in full, either from you or the Red Hat Business Partner, as applicable, prior to the provision of the associated Professional Services. The following terms apply to the redemption of Consulting Units:

   4.1 You agree to participate in a scoping call with Red Hat's designated Professional Services representative for the Red Hat Professional Services engagement for which you intend to redeem Consulting Units (the "**Engagement**").

   4.2 Red Hat will provide an Order Form (which may also be labeled "Redemption Form") for redemption of the Consulting Units containing a Purchase Summary (which may also be labeled "Redemption Summary") containing: (i) the number of Consulting Units of Professional Services that will be provided for the Engagement under "Total Fee" (notwithstanding the terms "Purchase Summary" and "Total Fee", the Order Form for redemption will not constitute a new purchase and no additional fees will apply to Consulting Unit redemption) and (ii) the Consultant category(ies) (e.g., "Senior Consultant") to be assigned to carry out the Professional Services. The Order Form for redemption will also have an Exhibit 3.A attached containing scope and transaction details applicable to the Engagement. The Consultant categories and the number of Consulting Units needed to be redeemed for each Consultant category may vary depending on the scope of the Professional Services.

   4.3 You will review the scope for the Professional Services contained in Exhibit 3.A and the quantity of Consulting Units to redeem contained in the Order Form, and you will agree by executing the Order Form with Exhibit 3.A attached and returning it to Red Hat.

   4.4 Consulting Units may only be redeemed for a minimum Engagement duration of (40) hours of Professional Services.

   4.5 Consulting Units may only be redeemed for Red Hat's Professional Services. Red Hat has the sole discretion to determine where and when the Consulting Units can be redeemed. Consulting Units may not be redeemed or applied towards Red Hat Training or any other Red Hat products or services.

   4.6 Consulting Units must be redeemed within the applicable term set forth in the Order Form for purchase of such Consulting Units between you and Red Hat or the Red Hat Business Partner, as applicable, and in no case more than twelve (12) months from the date you or the Red Hat Business Partner purchased such Consulting Units from Red Hat. Any Consulting Units not redeemed during such period will expire and be forfeited.

   4.7 Any unused and unexpired Consulting Units (purchased on one or more Order Forms) may be combined for redemption of Consulting Units, provided that such Consulting Units are redeemed within twelve (12) months from the earliest date you or the Red Hat Business Partner purchased any portion of such Consulting Units from Red Hat.

   4.8 Consulting Units may not be redeemed by a Red Hat Business Partner on your behalf, even if such Consulting Units were purchased from such Business Partner.