

The Toolkit provides guidance, processes, and tools to define program needs and determine how to best meet these needs through an external acquisition via a three-tiered roadmap to guide the entire life-cycle from problem definition to solution roll-out. It provides a collection of best practice tools adopted from the commercial industry and includes more than 100 best practice templates, guides, checklists, and samples.

Because the Toolkit is not contractor-specific and may be applied across a variety of COTS software package implementations, including this BPA, the contractor shall be familiar with the Toolkit and include as part of the marketing effort required above, a description of the Toolkit for their customers, and a link to the Enterprise Toolkit web site at: <https://acc.dau.mil/CommunityBrowser.aspx?id=153015&view=w&lang=en-US>.

(End)

ATTACH A - PRODUCT PRICE LIST

Attachment A

PRODUCT AND PRICE LIST



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ATTACH B - LICENSE AGREEMENT

Attachment B

LICENSE AGREEMENT AND LIMITED PRODUCT WARRANTY RED HAT PRODUCTS/SERVICES

Red Hat Enterprise Agreement

This Red Hat Enterprise Agreement (the "**Agreement**") including Appendix 1, incorporated herein, is between Red Hat, Inc. ("**Red Hat**") and the purchaser or user of Red Hat software and services ("**Client**"). The effective date of this Agreement ("**Effective Date**") shall be concurrent with the date for the order this agreement accompanies. The Enterprise Agreement covers the use of Software or Services by any Ordering Activity. Notwithstanding anything to the contrary, the use of Software or Services from Red Hat by an Ordering Activity *does not* constitute that Ordering Activity's assent or acceptance of the Enterprise Agreement. Red Hat agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C. 3701, *et seq.*, Contract Work Hours and Safety Standards Act; 41 U.S.C. 51-58, Anti-Kickback Act of 1986; 41 U.S.C. 265 and 10 U.S.C. 2409 relating to whistleblower protections; and 41 U.S.C. 423 relating to procurement integrity.

1. Scope of Agreement

1.1 Framework. "**Software**" means Red Hat Enterprise Linux, JBoss Enterprise Middleware and other software programs branded by Red Hat, its Affiliates and/or third parties including all modifications, additions, or further enhancements delivered by Red Hat. The specific services (the "**Services**") and/or Software will be provided by an authorized Business Partner to Client. Nothing in this Agreement shall

modify the terms of any agreement, including the order this agreement accompanies between the Client and Red Hat's authorized Business Partner.

1.2 Affiliates. "Affiliate" means an entity that owns or controls, is owned or controlled by, or is under common control or ownership with a party, where "control" is the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of an entity, whether through ownership of voting securities, by contract or otherwise.

1.3 Business Partners. Red Hat has entered into agreements with other organizations ("**Business Partners**") to promote, market, and support certain Software and Services. When Client purchases Software and Services through a Business Partner, Red Hat confirms that it is responsible for providing the Software and Services to Client under the terms of this Agreement. Red Hat is not responsible for (a) the actions of Business Partners, (b) any additional obligations Business Partners have to Client, or (c) any products or services that Business Partners supply to Client under any separate agreements between a Business Partner and Client.

2. Obligations of the Parties

2.1 Reserved.

2.2 Assistance. Client may provide Red Hat access to Client information such as information concerning Client systems and software ("**Client Information**"). Client understands and agrees that (a) the completeness, accuracy of, and extent of access to, any Client Information provided to Red Hat/Business Partner may affect Red Hat's/ Business Partner ability to provide Services, and (b) if reasonable access to Client Information is not provided, Red Hat/Business Partner will be relieved from providing any Services dependent upon such access. Client will attempt to obtain any third party consents necessary to grant Red Hat/ Business Partner access to the Client Information that is subject to the proprietary rights of, or controlled by, any third party, or which is subject to any other form of restriction upon disclosure. Red Hat shall be relieved of performing under this Agreement to the extent Client Information is required to perform and Client is not able to obtain third party consents necessary to grant Red Hat access.

3. Payment

Client shall make timely payment for Red Hat Products and/or Services (the "**Fees**") to Red Hat's Business Partner in accordance with the order this agreement accompanies between Client and the Business Partner.

4. License and Ownership

4.1 Licenses. Upon the expiration of this Agreement and any orders it accompanies, the Client's use of the open source software referenced in Appendix 1 shall continue to be governed by the licenses at www.redhat.com/licenses/EULAs.

4.2 Freedom to Use Ideas. Subject to Section 9, DFARS 252.227-7015 and Client's rights in Client Information and notwithstanding anything to the contrary contained in this Agreement or an Order Form, the ideas, methods, concepts, know-how, structures, techniques, inventions, developments, processes, discoveries, improvements and other information and materials developed in and during the course of any Order Form may be used by Red Hat, without an obligation to account, in any way Red Hat deems appropriate, including by or for itself or its clients or customers.

4.3 Marks. Unless expressly stated in an Order, no right or license, express or implied, is granted in this Agreement for the use of any Red Hat, Red Hat Affiliate, Client or third party trade names, service marks or trademarks, including, without limitation, the distribution of the Software utilizing any Red Hat or Red Hat Affiliate trademarks.

5. Reporting and Inspection

5.1 Reporting. Client will notify Red Hat's Business Partner from whom Client purchased Software or

Services promptly if the actual number of Units of Software or Services utilized by Client exceeds the number of Units for which Client has paid the applicable Fees. In its notice, Client will include the number of additional Units and the date(s) on which such Units were first utilized. Red Hat's Business Partner will invoice Client for the applicable Services for such Units and Client will pay for such Services as provided in the order this agreement accompanies. Notwithstanding the foregoing, nothing in this section prevents the Government from disputing any invoice in accordance with the Contract Disputes Act (41 U.S.C. §§7101-7109).

5.2 Inspection. Client will use its best efforts to keep full and accurate accounts that may be used to properly ascertain and verify numbers of Units in use. Unless expressly provided otherwise in an individual order, upon Red Hat's written request, Client shall perform an internal audit to verify numbers of Units in use. The Client will furnish Red Hat or Business Partner with the information necessary to assure that the Software and Software or Services are being used pursuant to the provisions of the order including but not limited to compliance with the Unit quantities, or Client shall permit Red Hat to observe Client's internal audit process in order to verify compliance. All Red Hat personnel or its authorized representatives must have appropriate security clearances to gain access to Client site or data, if required. An audit may only take place once for the order this agreement accompanies. Any such inspection will take place only during Client's normal business hours and upon no less than ten (10) days prior written notice from Red Hat. Within thirty (90) days from Red Hat's request, Client will finalize the internal audit and provide Red Hat with the results in the form of a written report certified by Client's authorized officer including the number of underreported Units of Software or Services (the "Report"). In the event that it is determined that unauthorized copies of the software are in use by Client (i.e. software instances for which the Client has not purchased a valid subscription or which was not provided at no charge to the Client) ("Over-Deployed Software"), the Client, agrees to negotiate with Red Hat to develop a solution to remedy the issue. In the event the parties are unable to mutually agree on a resolution, the matter shall be subject to the Agreement's disputes clause.

6. Term and Termination

6.1 Term and Termination of Agreement. The term of this Agreement will begin on the Effective Date and will terminate at the expiration of the order this agreement accompanies.

6.2 Survival. If this Agreement or an order is terminated for any reason, Sections 3, 4, 5.2, 6.2, 7, 8, 9, 10.2, 11, 12.6-12.14 of this Agreement will survive such termination.

7. Continuing Business

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

8. Limitation of Liability and Disclaimer of Damages

8.1 Limitation of Liability. FOR ALL EVENTS AND CIRCUMSTANCES, RED HAT AND ITS AFFILIATES' AGGREGATE AND CUMULATIVE LIABILITY ARISING OUT OF OR RELATING TO THIS AGREEMENT AND ALL ORDER FORMS, INCLUDING WITHOUT LIMITATION ON ACCOUNT OF PERFORMANCE OR NON-PERFORMANCE OF OBLIGATIONS, REGARDLESS OF THE FORM OF THE CAUSE OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING, WITHOUT LIMITATION, NEGLIGENCE), STATUTE OR OTHERWISE WILL BE LIMITED TO DIRECT DAMAGES AND WILL NOT EXCEED THE AMOUNTS RECEIVED BY RED HAT DURING TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE FIRST EVENT GIVING RISE TO LIABILITY, WITH RESPECT TO THE PARTICULAR ITEMS

(WHETHER SOFTWARE, SERVICES OR OTHERWISE) GIVING RISE TO LIABILITY UNDER THE MOST APPLICABLE ORDERING DOCUMENT, EXCLUDING REPROCUREMENT COSTS. This clause shall not impair the U.S. Government's right to recover for fraud or crimes arising out of or related to this Contract under any federal fraud statute, including the False Claims Act, 31 U.S.C. §§ 3729-3733.

8.2 Disclaimer of Damages. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS AGREEMENT OR AN ORDER FORM, IN NO EVENT WILL RED HAT OR ITS AFFILIATES BE LIABLE TO CLIENT OR ITS AFFILIATES FOR DAMAGES OTHER THAN DIRECT DAMAGES, INCLUDING, WITHOUT LIMITATION: ANY INCIDENTAL, CONSEQUENTIAL, SPECIAL, INDIRECT, EXEMPLARY OR PUNITIVE DAMAGES, WHETHER ARISING IN TORT, CONTRACT, OR OTHERWISE; OR ANY DAMAGES ARISING OUT OF OR IN CONNECTION WITH ANY MALFUNCTIONS, REGULATORY NON-COMPLIANCE, DELAYS, LOSS OF DATA, LOST PROFITS, LOST SAVINGS, INTERRUPTION OF SERVICE, LOSS OF BUSINESS OR ANTICIPATORY PROFITS, EVEN IF RED HAT OR ITS AFFILIATES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. LIABILITY FOR THESE DAMAGES WILL BE LIMITED AND EXCLUDED EVEN IF ANY EXCLUSIVE REMEDY PROVIDED FOR IN THIS AGREEMENT FAILS OF ITS ESSENTIAL PURPOSE.

9. Confidentiality

9.1 Obligations. During the term of this Agreement, all parties agree that (i) Confidential Information will be used only in accordance with the terms and conditions of this Agreement; (ii) each will use the same degree of care it utilizes to protect its own confidential information, but in no event less than reasonable care; and (iii) the Confidential Information may be disclosed only to employees, agents and contractors with a need to know, and to its auditors and legal counsel, in each case, who are under a written obligation to keep such information confidential using standards of confidentiality not less restrictive than those required by this Agreement. Both parties agree that obligations of confidentiality will exist for a period of two (2) years following initial disclosure of the particular Confidential Information. "**Confidential Information**" means all information disclosed by either Red Hat or Client ("**Disclosing Party**") to the other party ("**Recipient**") during the term of this Agreement that is either (i) marked confidential or (ii) disclosed orally and described as confidential at the time of disclosure and subsequently set forth in writing, marked confidential, and sent to the Recipient within thirty (30) days following the oral disclosure. Confidential Information may be subject to full or partial disclosure under the Freedom of Information Act, 5 U.S.C. §552.

9.2 Exclusions. Confidential Information will not include information which: (i) is or later becomes publicly available without breach of this Agreement, or is disclosed by the Disclosing Party without obligation of confidentiality; (ii) is known to the Recipient at the time of disclosure by the Disclosing Party; (iii) is independently developed by the Recipient without use of the Confidential Information; (iv) becomes lawfully known or available to the Recipient without restriction from a source having the lawful right to disclose the information; (v) is generally known or easily ascertainable by parties of ordinary skill in the business of the Recipient; or (vi) is software code in either object code or source code form that is licensed under an open source license. The Recipient will not be prohibited from complying with disclosure mandated by applicable law if, where reasonably practicable and without breaching any legal or regulatory requirement, it gives the Disclosing Party advance notice of the disclosure requirement.

10. Representations and Warranties

10.1 General Representations and Warranties. Red Hat represents and warrants that: (a) the Services will be performed in a professional and workmanlike manner by qualified personnel; (b) it has the authority to enter into this Agreement with Client; and (c) to Red Hat's knowledge, Red Hat branded Software does not, at the time of delivery to Client, include malicious or hidden mechanisms or code for the purpose of damaging or corrupting the Software.

10.2 Disclaimer of Warranty. EXCEPT AS EXPRESSLY PROVIDED IN SECTION 10.1 OR BY A THIRD PARTY VENDOR DIRECTLY TO CLIENT UNDER A SEPARATE AGREEMENT, THE

SERVICES, SOFTWARE AND ANY HARDWARE ARE PROVIDED BY RED HAT "AS IS" AND WITHOUT WARRANTIES OR CONDITIONS OF ANY KIND, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, AND FITNESS FOR A PARTICULAR PURPOSE. RED HAT DOES NOT GUARANTEE OR WARRANT THAT THE USE OF THE SERVICES, SOFTWARE OR HARDWARE WILL BE UNINTERRUPTED, COMPLY WITH REGULATORY REQUIREMENTS, BE ERROR FREE OR THAT RED HAT WILL CORRECT ALL SOFTWARE ERRORS. FOR THE BREACH OF THE WARRANTIES SET FORTH IN SECTION 10.1, CLIENT'S EXCLUSIVE REMEDY, AND RED HAT'S ENTIRE LIABILITY, WILL BE THE REPERFORMANCE OF DEFICIENT SERVICES, OR IF RED HAT CANNOT SUBSTANTIALLY CORRECT A BREACH IN A COMMERCIALY REASONABLE MANNER, CLIENT MAY TERMINATE THE RELEVANT SERVICES AND RECEIVE A PRO RATA REFUND OF THE FEES PAID FOR THE DEFICIENT SERVICES AS OF THE EFFECTIVE DATE OF TERMINATION. Without limiting the generality of the foregoing disclaimer, the Software, Services and any hardware provided are not specifically designed, manufactured or intended for use in (a) the planning, construction, maintenance, control, or direct operation of nuclear facilities, (b) aircraft navigation, control or communication systems, weapons systems, or (c) direct life support systems. Client agrees that it is solely responsible for the results obtained from the use of the Software and Services.

11. Governing Law/Consent to Jurisdiction. The validity, interpretation, and enforcement of this Agreement, including end user license agreement for Software, will be governed by and construed in accordance with the laws of the United States without giving effect to the conflicts of laws provisions thereof or the United Nations Convention on Contracts for the International Sale of Goods. This Agreement is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. 601-613). Failure of the parties to reach agreement on any request for equitable adjustment, claim, appeal, or action arising under or relating to this Agreement shall be a dispute to be resolved in accordance with the clause at FAR 52.233-1, Disputes, which is incorporated herein by reference. In the event the Uniform Computer Information Transactions Act (UCITA) or any similar federal or state laws or regulations are enacted, it will not apply to this Agreement, and the governing law will remain as if such law or regulation had not been enacted.

12. Miscellaneous

12.1 Reserved.

12.2 Reserved.

12.3 Independent Contractor. Red Hat is an independent contractor and nothing in this Agreement or related to Red Hat's performance of any delivery order will be construed to create an employment or agency relationship between Client (or any Client personnel) and Red Hat (or any Red Hat personnel). Each party will be solely responsible for supervision, direction, control, and payment of its personnel, including applicable taxes, deductions, other payments, and benefits.

12.4 Force Majeure. Except as may be otherwise provided herein, this Agreement is subject to FAR 52.212-4 (f) Excusable delays. (JUN 2010).

12.5 Reserved.

12.6 Export and Privacy. Red Hat may supply Client with technical data that is subject to export control restrictions. Red Hat will not be responsible for compliance by Client with applicable export obligations or requirements for this technical data. Client acknowledges and agrees that to provide the Services, it may be necessary for Client Information to be transferred between Red Hat, its Affiliates, Business Partners, and/or subcontractors, which may be located worldwide.

12.7 Dispute Resolution. Each party agrees to give the other a written description of any problem(s) that may arise and to make a good faith effort to amicably resolve any such problem before commencing any proceeding. Notwithstanding the foregoing, either party may take any action reasonably required to protect such party's rights. No claim or action, regardless of form, arising out of the order this agreement accompanies may be brought by either party more than six (6) years after the cause of action has accrued.

12.8 Headings. All headings contained in this Agreement are inserted for identification and convenience and will not be deemed part of this Agreement for purposes of interpretation.

12.9 Severability. If any provision of this Agreement is held invalid or unenforceable for any reason but would be valid and enforceable if appropriately modified, then such provision will apply with the modification necessary to make it valid and enforceable upon mutual agreement of both parties. If such provision cannot be so modified, the parties agree that such invalidity will not affect the validity of the remaining provisions of the Agreement.

12.10 Waiver. The delay or failure of either party to exercise any rights under this Agreement will not constitute or be deemed a waiver or forfeiture of such rights. No waiver will be valid unless in writing and signed by an authorized representative of the party against whom such waiver is sought to be enforced.

12.11 Complete Agreement. As between Client and Red Hat this Agreement constitutes the exclusive terms and conditions with respect to Red Hat products/services to this agreement accompanies and represents the final, complete and exclusive statement of the agreement between the parties with respect thereto, notwithstanding any prior written agreements or prior and contemporaneous oral agreements with respect to the subject matter.

12.12 Amendment. Neither this Agreement nor any Delivery Order may be amended or modified except in a writing signed by the parties. Such writing must make specific reference to this Agreement or the applicable Delivery Order.

12.13 Reserved.

12.14 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.



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REPORT OF SALES

REPORT OF SALES FORMAT

Red Hat sells subscriptions that entitle you to receive Red Hat services and/or Software during the period of the subscription (generally, one or three years). This Appendix to the Order Form describes the “**Subscription Services**” that Red Hat provides for:

- Software product offerings (these subscriptions are called “**Software Subscriptions**”);
- Support and maintenance services offerings (these subscriptions are called “**Support Subscriptions**”); and
- Software delivery and management services offerings (these subscriptions are called “**Management Subscriptions**”).

The Exhibits to this Appendix provide additional terms concerning the Subscription Services. Whether you purchase Subscription Services from us or through one of our authorized Business Partners, we agree to provide you with the Subscription Services on the terms described in this Appendix, which includes the Exhibits and documents referred to in this Appendix (together, the “**Appendix**”). In exchange, you agree to comply with the terms of the Agreement, including this Appendix.

When we use a capitalized term in this Appendix without defining it, the term has the meaning defined in the Agreement to which this Appendix applies, such as the Red Hat Enterprise Agreement. In the event of a conflict, inconsistency or difference between this Appendix and an Exhibit to this Appendix, the terms of the Exhibit control.

1. Subscription Services – An Overview

- 1.1 Subscription Units:** We charge you a fee for our Subscription Services based on the total number of Units of Software or other Red Hat Products that you deploy, install, use or execute (as described more fully in Tables 1.4, 1.5 and 1.6 below and elsewhere in the Appendix). For example, Software Subscriptions for Red Hat Enterprise Linux Server are priced based on the number and other characteristics of Systems, Virtual Nodes or Physical Nodes (e.g. Socket-pairs, Virtual Guests, etc.) on which you install or use the Software, while Software Subscriptions for Red Hat JBoss Enterprise Application Platform are priced based on the number of Cores running that Software, in a range called a Core Band. “**Red Hat Products**” refers collectively to the Software Subscriptions, Support Subscriptions and Management Subscriptions listed in Tables 1.4, 1.5 and 1.6. Note that Red Hat Products do not include generally available open source projects such as www.wildfly.org, www.jboss.org, www.fedoraproject.org, www.openstack.redhat.com, www.gluster.org and/or other community projects.
- 1.2 Use of Software and Subscription Services:** While you have subscriptions entitling you to receive Subscription Services for a Red Hat Product, you are required to purchase Subscription Services in a quantity equal to the total number of Units of that Red Hat Product (including variants or components thereof). In addition, if you are using Subscription Services to support or maintain a Red Hat Product and/or non-Red Hat Product, then you are required to purchase Subscription Services for each instance of such Red Hat Product and/or non-Red Hat Product for which you use Subscription Services. The Agreement (including pricing) is premised on our understanding that you will use the Subscription Services and Software only for your internal use (which includes Affiliates). You agree not to use Software Subscriptions with higher support service levels (e.g. Standard and/or Premium) to provide such higher support levels to Units with Subscriptions that include lower support levels (e.g. Self-support and/or Standard), unless you report and pay for the higher support service levels on such Units. You may migrate from one Unit of a given Software Subscription to another Unit with the same Subscription Services characteristics (such as from one on-premise System or Physical Node to another on-premise System or Physical Node) without the purchase of additional Software Subscriptions, provided that you do not increase the quantity of Units or other Software Subscription characteristics (such as the number of Socket-pairs, Virtual Guests or vCPUs). Distributing the Software or any portion of the Subscription Services to a third party or using any of the Subscription Services for the benefit of a third party is a material breach of the Agreement even though the open source licenses applicable to individual software packages may give you the right to distribute those packages (and this Appendix is not intended to interfere with your rights under those individual licenses). The foregoing sentence is not intended to limit your internal use of the Software to run a web site and/or to offer your own software as a service, provided such a web site or service (a) does not include a distribution of the Software or Subscription Services and (b) provides a material value added application or service other than the Software and/or Subscription Services. The Subscription Services may be used under the terms of this Appendix by third parties acting on your behalf, such as contractors, subcontractors or outsourcing vendors provided (i) you remain responsible for all of your obligations under the Agreement and this Appendix and for the activities and omissions of the third parties and (ii) you obtain Red Hat’s written consent before you migrate your Software Subscriptions off of your premises and, in the case of a migration to a third party cloud or hosting provider, you are qualified for the Red Hat Cloud Access program and agree to the terms of Red Hat’s Cloud Access program as set forth in Exhibit 1.J. Any unauthorized use of the Subscription Services is a material breach of the Agreement, such as (a) only purchasing or renewing Subscription Services based on some, but not all, of the total number of Units of Software or other Red Hat Products, (b) providing Software Access or Software Maintenance (each defined below) to third parties, (c) using Software Access, Software Maintenance, Production Support and/or Development Support (each defined below) to provide support to third parties, (d) using Subscription Services in connection with any redistribution of Software and/or (e) using Subscription Services to support or maintain any non-Red Hat Software products without purchasing Subscription Services for each instance of such non-Red Hat Product for which you use Subscription Services. For the purposes of this paragraph (for example, in calculating the total number of Units of Software), Software would include versions or copies that have the Red Hat trademark(s) and/or logo file(s) removed. The licenses that are applicable to the individual open source software packages are perpetual (subject to your compliance with their terms), but the other benefits of a Software Subscription will expire if not renewed.

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

1.4 Software Subscriptions

Benefits of a Software Subscription: For each Software Subscription that you purchase, Red Hat provides you one or more of the following benefits:

Software Access: Access to the Software.

Software Maintenance: Access to updates, upgrades, corrections, security advisories and bug fixes for the Software, if and when available.

Support: Access to Red Hat support for issues relating to Software used for Development Purposes and/or Production Purposes (each of which is defined below).

Open Source Assurance: Purchases under this Appendix for Software Subscriptions may entitle you to participate in Red Hat's Open Source Assurance Program subject to a separate agreement, which can be viewed at www.redhat.com/legal/open_source_assurance_agreement.html.

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

Table 1.4

Software Subscription	Unit Description (used to measure your use of Software Subscriptions)	Exhibit Containing Additional Terms
Red Hat Enterprise Linux Server (Physical or Virtual Nodes)	<p>Physical Node: a physical system on which you install or execute all or a portion of the Software including, without limitation, a server, work station, laptop, blade or other physical system, as applicable:</p> <p style="text-align: center;">OR</p> <p>Virtual Node: an instance of the Software executed, in whole or in part, on a virtual machine.</p>	1.A
Red Hat Enterprise Linux for Virtual Datacenters	<p>Physical Node: a physical system on which you install or execute all or a portion of the Software including, without limitation, a server, work station, laptop, blade or other physical system, as applicable.</p>	1.A
Red Hat Enterprise Linux Server Entry Level	<p>Physical Node: a physical system on which you install or execute all or a portion of the Software including, without limitation, a server, work station, laptop, blade or other physical system, as applicable.</p>	1.A
Red Hat Enterprise Linux OpenStack Platform	<p>Physical Node: a physical system on which you install or execute all or a portion of the Software including, without limitation, a server, work station, laptop, blade or other physical system, as applicable.</p>	1.A
Red Hat Enterprise Linux Server Red Hat Enterprise Linux for HPC Compute Nodes Red Hat Enterprise Linux for HPC Head Nodes Red Hat Enterprise Linux for Grid Node Red Hat Enterprise Linux for IBM POWER Red Hat Enterprise Linux for SAP Business Applications Red Hat Enterprise Linux Server Add-Ons: High Availability Load Balancer Resilient Storage Scalable File System Smart Management Extended Update Support Extended Life Cycle Support High Performance Network	<p>System: a system on which you install or execute all or a portion of the Software. A System includes each instance of the Software installed or executed on, without limitation, a server, work station, laptop, virtual machine, blade, node, partition, appliance or engine, as applicable; or</p> <p>vCPU: a physical CPU, in whole or in part, which is assigned to a virtual machine on which you install or execute all or a portion of the Software.</p> <p>Note: Additional terms regarding virtualization, disaster recovery, academic offerings and supported use cases, which may affect the types or quantities of Software Subscription you purchase, are contained in Exhibit 1.A.</p>	1.A

Software Subscription	Unit Description (used to measure your use of Software Subscriptions)	Exhibit Containing Additional Terms
Red Hat MRG Real-time Red Hat Enterprise Linux Desktop Red Hat Enterprise Linux Workstation	System: a system on which you install or execute all or a portion of the Software. A System includes each instance of the Software installed or executed on, without limitation, a server, work station, laptop, virtual machine, blade, node, partition, appliance or engine, as applicable.	1.A
Red Hat Enterprise Linux for IBM System z	IFL: an IFL, or an Integrated Facility for Linux, is a mainframe CPU dedicated to Linux workloads.	1.A
Red Hat Enterprise Virtualization	Physical Node: a physical system on which you install or execute all or a portion of the Software including, without limitation, a server, work station, laptop, blade or other physical system, as applicable.	1.A
Red Hat Enterprise Linux Developer Suite	System: a system on which you install or execute all or a portion of the Software. A System includes each instance of the Software installed or executed on, without limitation, a server, work station, laptop, virtual machine, blade, node, partition, appliance or engine, as applicable.	1.C
Red Hat JBoss Enterprise Application Platform Red Hat JBoss Web Server Red Hat JBoss Web Server Plus Red Hat JBoss Fuse Service Works Red Hat JBoss Data Virtualization Red Hat JBoss Fuse Red Hat JBoss A-MQ Red Hat JBoss Portal Red Hat JBoss BPM Suite Red Hat JBoss BRMS plus BPM Suite Red Hat JBoss BRMS Red Hat JBoss Data Grid Red Hat JBoss Middleware add-on option: Management Extended Life Cycle Support	Core Band: a group of processing cores (16 or 64), where a single “Core” is (a) a physical processing core located in a CPU or (b) a virtual processing core within a virtual machine, in each case, that contains or executes the Software running for Production Purposes.	1.B
Red Hat JBoss Developer Studio	System: a system on which you install or execute all or a portion of the Software. A System includes each instance of the Software installed or executed on, without limitation, a server, work station, laptop, virtual machine, blade, node, partition, appliance or engine, as applicable.	1.C
Red Hat Storage Server for On-premise	System: a system on which you install or execute all or a portion of the Software. A System includes each instance of the Software installed or executed on, without limitation, a server, work station, laptop, virtual machine, blade, node, partition, appliance or engine, as applicable.	1.D
Red Hat Storage Server for Public Cloud	Virtual Guest: an instance of the Software that is executed, in whole or in part, on a virtual machine.	1.D, 1.J
Red Hat Storage Server for Hybrid Cloud	System: a system on which you install or execute all or a portion of the Software. A System includes each instance of the Software installed or executed on, without limitation, a server, work station, laptop, virtual machine, blade, node, partition, appliance or engine, as applicable; and Virtual Guest: an instance of the Software that is executed, in whole or in part, on a virtual machine.	1.D, 1.J
Red Hat Storage for Red Hat Enterprise Linux OpenStack Platform	Physical Node: a physical system on which you install or execute all or a portion of the Software, including, without limitation, a server, work station, laptop, blade, or other physical system, as applicable.	1.D
OpenShift Enterprise OpenShift Enterprise Broker Infrastructure	Physical Node: a physical system on which you install or execute all or a portion of the Software including, without limitation, a server, work station, laptop, blade or other physical system, as applicable.	1.B, 1.K

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

- 1.5 **Support Subscriptions.** Table 1.5 below lists the Support Subscriptions offered by Red Hat and the Unit description that is used to measure your use of the Support Subscription(s). The End User License Agreement that governs your use of the Software is located at www.redhat.com/licenses/EULAs. The Exhibits listed in Table 1.5 contain additional information concerning the scope of the Support Subscriptions and how Red Hat provides Subscription Services to you.

Table 1.5

Support Subscription	Unit Description (used to measure your use of Support Subscriptions)	Exhibit Containing Additional Terms
Technical Account Management ("TAM") Service TAM Extension	Point of Contact: a Red Hat associate whom you are authorized to contact to request support for a particular team, geography or Red Hat product line.	1.G
Extended Update Support	System: a system on which you install or execute all or a portion of the Software. A System includes each instance of the Software installed or executed on, without limitation, a server, work station, laptop, virtual machine, blade, node, partition, appliance or engine, as applicable.	1.G
Red Hat Enterprise Linux Extended Life Cycle Support	System: a system on which you install or execute all or a portion of the Software. A System includes each instance of the Software installed or executed on, without limitation, a server, work station, laptop, virtual machine, blade, node, partition, appliance or engine, as applicable.	1.G
Red Hat JBoss Middleware Extended Life Cycle Support	Core Band: a group of processing cores (16 or 64), where a single "Core" is (a) a physical processing core located in a CPU or (b) a virtual processing core within a virtual machine, in each case, that contains or executes the Software running for Production Purposes.	1.G
Red Hat Enterprise Linux Developer Workstation	System: a system on which you install or execute all or a portion of the Software. A System includes each instance of the Software installed or executed on, without limitation, a server, work station, laptop, virtual machine, blade, node, partition, appliance or engine, as applicable.	1.G
Red Hat Enterprise Linux Developer Support	Contact: A person within the Client's organization authorized to communicate with Red Hat's Developer Support team.	1.G

- 1.6 **Management Subscriptions.** Table 1.6 below lists the Management Subscriptions offered by Red Hat and the Unit description that is used to measure your use of the Management Subscription(s). The End User License Agreement that governs your use of the Software is located at www.redhat.com/licenses/EULAs. The Exhibits listed in Table 1.6 contain additional information concerning the scope of the Management Subscriptions and how Red Hat provides Subscription Services to you.

Table 1.6

Management Subscription	Unit Description (used to measure your use of Management Subscriptions)	Exhibit Containing Additional Terms
Red Hat Satellite Server Red Hat Satellite Server Starter Pack	System: a system on which you install or execute all or a portion of the Software. A System includes each instance of the Software installed or executed on, without limitation, a server, work station, laptop, virtual machine, blade, node, partition, appliance or engine, as applicable. If you install or use the optional embedded database, then you agree to comply with the terms located at www.redhat.com/licenses/satellite_embedded.html for the	1.H

Management Subscription	Unit Description (used to measure your use of Management Subscriptions)	Exhibit Containing Additional Terms
	embedded database.	
Red Hat Satellite Proxy	System: a system on which you install or execute all or a portion of the Software. A System includes each instance of the Software installed or executed on, without limitation, a server, work station, laptop, virtual machine, blade, node, partition, appliance or engine, as applicable.	1.H
Red Hat Smart Management	Module: an entitlement to manage one System, Virtual Node or Physical Node.	1.H
Red Hat Monitoring Module	Module: an entitlement to monitor one System, Virtual Node or Physical Node.	1.H
Red Hat JBoss Operations Network	Core Band: a group of processing cores (16 or 64), where a single “Core” is (a) a physical processing core located in a CPU or (b) a virtual processing core within a virtual machine, in each case, that contains or executes the Software running for Production Purposes.	1.H
Red Hat Directory Server	System: a system on which you install or execute all or a portion of the Software. A System includes each instance of the Software installed or executed on, without limitation, a server, work station, laptop, virtual machine, blade, node, partition, appliance or engine, as applicable.	1.H
Red Hat CloudForms (and its predecessor ManageIQ EVM Suite)	Managed Node: a server, blade or node managed by the Software.	1.I
Red Hat CloudForms for Public Cloud (and its predecessor ManageIQ EVM for Public Cloud)	Managed VM: a virtual machine on a public cloud managed by the Software.	1.I

1.7 Software Subscription Lifecycle. During the life cycle of Red Hat Software, the scope of Software Maintenance and Support evolves and, after a number of years, we discontinue Software Maintenance and Support for older versions of Software. The details of the Software Maintenance and Production Support life cycle are set forth at https://access.redhat.com/support/policy/update_policies.html. If available, you may purchase Extended Update Support and/or Extended Life Cycle Support, as described in Exhibit 1.G to extend your Subscription Services for certain versions of Software.

2. Production Support and Development Support Terms

2.1 Definitions. “**Development Purposes**” means using the Software for the specific purpose of (a) developing, (b) single-user prototyping, quality assurance or testing and/or (c) demonstrating software or hardware that runs with or on the Software. “**Production Purposes**” means using the Software (a) in a production environment, (b) generally using live data and/or applications for a purpose other than Development Purposes, (c) for multi-user prototyping, quality assurance and testing and/or (d) for backup instances. “**Supported Hardware**” means the hardware and platforms that are listed at (i) <https://hardware.redhat.com> and <http://www.redhat.com/resourcelibrary/articles/enterprise-linux-virtualization-support> for Red Hat Enterprise Linux and Red Hat Enterprise Virtualization subscriptions, (ii) <http://www.jboss.com/products/platforms/application/supportedconfigurations/> for Red Hat JBoss Middleware subscriptions, and (iii) <https://access.redhat.com/knowledge/articles/66206> for Red Hat Storage Server. “**Evaluation Subscriptions**” are Subscription Services provided for the sole purpose of evaluating the suitability of the Subscription Services for your future purchase from Red Hat or through one of our authorized Business Partners, and not for Production Purposes, Development Purposes or any other purpose (“**Evaluation Purposes**”). “**Support Contact(s)**” is a person authorized by you to open support requests and/or contact Red Hat support personnel.

2.2 Use Cases. Subscription Services are provided for Software only when used for its supported purpose (“**Use Case**”). The Use Case determines which Subscription is required and what fees are charged. If you use or deploy the Software in a manner contrary to a supported Use Case, you are responsible for purchasing the appropriate Subscription(s) to cover such usage. For example, if you are using a Red Hat Enterprise Linux Desktop Subscription as a server, you are obligated to purchase a Red Hat Enterprise Linux Server Subscription.

2.3 Evaluations. By requesting an Evaluation Subscription, you represent that you will be using the Subscription Services for Evaluation Purposes only and you understand that Red Hat is relying on the accuracy of your representation in providing you with access to the Evaluation Subscription(s). If you use the Red Hat Evaluation Subscription(s) for any other purposes, you are in violation of this Agreement and are required to pay the applicable subscription fees in accordance with Sections 1.1 and 1.2 above, in addition to any and all other remedies available to Red Hat under applicable law. Examples of such violations include, but are not limited to, using the Subscription Services provided under an Evaluation Subscription for Production Purposes, offering support services to third parties, or complementing or supplementing third party support services with Subscription Services received through an Evaluation Subscription.

2.4 Support from Business Partner. Some clients obtain support for their Software Subscriptions from an authorized Red Hat Business Partner, in which case the Business Partner provides the support to the client rather than Red Hat. Sections 2.5 - 2.8 apply to you only if you have purchased Subscription Services with Production Support provided by Red Hat. If you have purchased Subscription Services

with support provided by a Business Partner, Sections 2.5 – 2.8 do not apply to you and you should work with your Business Partner to obtain support services.

2.5 Support from Red Hat. “Development Support” consists of assistance with installation, usage, problem diagnosis and bug fixes for the applicable Software used for Development Purposes during specific Red Hat life cycle phases (as referenced in Section 1.7 above). Development Support also consists of advice on architecture, design, development and prototyping. Requests for deployment and maintenance assistance and/or assistance for Production Purposes are not included within the scope of Development Support, but rather are available on a consulting basis under the terms of a separate agreement.

“**Production Support**” consists of assistance with installation, application testing, usage, problem diagnosis and bug fixes for the Software used for Production Purposes during specific Red Hat life cycle phases (as referenced in Section 1.7 above). Production Support does not include assistance with code development, system design, network design, architectural design, optimizations, tuning recommendations, development or implementation of security rules or policies, third party software made available with Red Hat Software (listed at www.redhat.com/licenses/thirdparty/eula.html), supplementary RHN channels and/or preview technologies.

To access and use Support, you must provide Red Hat with sufficient information to validate your entitlement to the relevant Support. The scope of the Support is based on the level (for example, Self-support, Standard or Premium) and type of Subscription Services you purchased. Certain Support is provided only during Red Hat’s local standard business hours.

2.6 Support Coverage. We do not provide Production or Development Support for Software that (a) you (or a third party) have modified or recompiled, (b) is running on hardware or hypervisor that is not Supported Hardware or (c) is running in an unsupported Use Case as described in an Exhibit. You are responsible for testing the Software before deploying it in your environment. You should also backup your systems on a regular basis and have those backups available if needed for support purposes.

Red Hat will use commercially reasonable efforts to provide Support in accordance with the guidelines shown in Table 2.7 below. Support is provided in the English language and may be available in other languages based on available resources. Red Hat’s Support telephone numbers and local standard business hours (“**Standard Business Hours**”) are listed at <https://access.redhat.com/support/contact/technicalSupport.html>.

2.7 Service Level Guidelines. Support is available in one or more of the following support levels, depending on the Red Hat Product: Self-support, Standard or Premium as shown in the table below. Software Access and Software Maintenance are generally provided to you through a Red Hat-hosted delivery portal, such as Red Hat Customer Portal, Red Hat Update Infrastructure (“RHUI”) and/or Red Hat Network (“RHN”) (collectively, “**Red Hat Portal**”). After the Initial Response, Red Hat will provide status updates on the issue until (i) the issue is resolved; (ii) the issue is downgraded to a lower Severity Level (in which case status updates will be provided in accordance with the update guidelines applicable the new Severity Level); or (iii) the parties agree on an alternative update schedule.

Table 2.7

	Self-support	Standard	Premium	
Hours of Coverage	none	Standard Business Hours	Standard Business Hours 24x7 for Severity 1 and 2	
Support Channel	none	Web and Phone	Web and Phone	
Number of Cases	none	Unlimited	Unlimited	
Software Maintenance	via Red Hat Portal	via Red Hat Portal	via Red Hat Portal	
Response Guidelines	N/A	Initial and Ongoing Response	Initial Response	Ongoing Response
Severity 1 (Urgent): A problem that severely impacts your use of the Software in a production environment (such as loss of production data or in which your production systems are not functioning). The situation halts your business operations and no procedural work around exists.	N/A	1 Business Hour	1 hour	1 hour
Severity 2 (High): A problem where the Software is functioning but your use in a production environment is severely reduced. The situation is causing a high impact to portions of your business operations and no procedural work around exists.	N/A	4 Business Hours	2 hours	4 hours
Severity 3 (Medium): A problem that involves partial, non-critical loss of use of the Software in a production environment or development environment. For production environments, there is a medium-to-low impact on your business, but your business continues to function, including by using a procedural work around. For development environments, the situation is causing your project to no longer continue or migrate into production.	N/A	1 Business Day	4 Business Hours	8 Business Hours

	Self-support	Standard	Premium	
Severity 4 (Low): A general usage question, reporting of a documentation error or recommendation for a future product enhancement or modification. For production environments, there is low-to-no impact on your business or the performance or functionality of your system. For development environments, there is a medium-to-low impact on your business, but your business continues to function, including by using a procedural work around.	N/A	2 Business Days	8 Business Hours	2 Business Days

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

2.8 Support Contacts

For the Software Subscriptions, you may contact Red Hat through your designated Support Contacts. You may designate up to the number of contacts described in Table 2.8 below based on the number of Standard and Premium Software Subscriptions you have purchased (other than for Academic Edition Customers with Campus Wide Subscriptions*). We will provide Subscription Services to you solely by communicating during the Hours of Coverage with the individual Support Contact(s) you appoint. For Premium Support, in order to receive 24x7 coverage for Severity 1 and 2 issues, you must provide a dedicated point of contact who will be available until the issue is resolved. You may change your designated Support Contacts by notifying us in writing and giving us five business days to process the change. The Support Contacts should have “read and write” access to the necessary files, English language communication skills and relevant technical knowledge.

Table 2.8

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

*For Academic Edition Customers with Campus Wide Subscriptions, you may have two (2) Support Contacts for every one thousand (1,000) full time employees.

1. Unit of Measure and Purchasing Requirements for Red Hat Enterprise Linux Server

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

Table 1

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

A “Socket” is a socket occupied by a CPU on a System or Physical Node. A “**Socket-pair**” is up to two sockets each occupied by a CPU on a System or Physical Node. A “**Virtual Guest**” is an instance of the Software that is executed, in whole or in part, on a System that is a virtual machine. When you deploy a guest operating system in a virtualized environment, you are responsible for securing the required license rights for any third party operating systems or other software that you use.

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

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

2. Red Hat Enterprise Linux Server Add-Ons

Red Hat Enterprise Linux Server Subscriptions may be purchased with one or more add-on options (“**Add-On(s)**”). Add-Ons require a separate paid and active Software Subscriptions for each Unit that deploys, installs, uses or executes such Add-On. Each Unit of Add-Ons must match the Support Level (Standard and/or Premium), Unit of Measure and capacity as the underlying Red Hat Enterprise Linux Unit. Add-Ons are not supported on Red Hat Enterprise Linux Subscriptions with a Self-support service level except Smart Management Add-Ons. The Add-Ons include: High Availability, Load Balancer, Resilient Storage, Scalable File System, Smart Management, Extended Update Support, Extended Life Cycle Support and High Performance Network.

3. Red Hat Enterprise Linux Server Support Options

Red Hat Enterprise Linux Server Subscriptions may be purchased with various levels of Production Support including Self-support, Standard and Premium Support Levels. Note that not all Production Support options are available for all Red Hat Enterprise Linux Server Subscriptions, configurations or customers. For example, Self-support is available only for (a) Systems without Add-Ons (except Smart Management); and (b) customers who do not have a Red Hat Technical Account Manager.

4. Red Hat Enterprise Linux Server Use Cases

Subscription Services are provided for Software only when used for its supported purpose (“**Use Case**”) in accordance with the terms of this Exhibit and Table 4 below.

Table 4

Software	Use Case
Red Hat Enterprise Linux Server Red Hat Enterprise Linux Server for Mainframe	Server computing, including delivery of services to other logical or physical client or server systems and the execution of multi-user applications. You may not split or apply one Red Hat Enterprise Linux Software Subscription to two or more Units.
Red Hat Enterprise Linux for IBM POWER	Supports up to 15 logical partitions per System.
Red Hat Enterprise Linux for HPC Compute Nodes Red Hat Enterprise Linux for HPC Head Nodes	High performance computing (“HPC”) that consists of a minimum set of four Systems that are networked and managed to perform compute-intensive workloads (“cluster”) with all of the following characteristics: (a) the cluster is used for compute-intensive distributed tasks sent to individual compute nodes within the cluster, (b) the cluster works as a single entity or system on specific tasks by performing compute-intensive operations on sets of data (Systems running a database, web application, load balancing or file serving clusters are not considered HPC nodes), (c) the number of management or head nodes does not exceed one quarter of the total number of nodes in the cluster and (d) all compute nodes in the cluster have the same Red Hat Enterprise Linux configuration. When Red Hat Enterprise Linux for HPC Head Nodes (an optional Software Subscription for management of compute nodes) is combined with Red Hat Enterprise Linux for HPC Compute Nodes Software Subscriptions for the compute nodes in the same cluster, the compute nodes assume the Service Level Agreement (“SLA”) of the Head Node.
Red Hat Enterprise Linux for Grid Nodes	A compute “Grid” means a minimum of fifty (50) Socket-pairs that are networked and managed to solve workloads with the following characteristics: (a) all the nodes in the group of systems have the same Red Hat Enterprise Linux configuration, (b) the group of systems is running a single application or is controlled by a single job scheduler, (c) the workloads are sent to the group of systems by a job scheduler, (d) the workloads are maintained in a single distributed application across the nodes in the group of systems, (e) the workloads are non-interactive, and (f) the production outage of the complete group of systems is defined as 30% of the nodes in the group of systems being unable to run the workload. The nodes in Grid are not running databases, web applications, load balancing, or file services.
Add-Ons: High Availability, Load Balancer, Resilient Storage, Scalable File System, Extended Update Support, Extended Life Cycle Support and High Performance Network	Only supported on active Standard and Premium level Red Hat Enterprise Linux Server Software Subscriptions.
Red Hat Enterprise Linux Server used as a Virtual Guest	Virtual Guests may be pooled or shared on any other System that has a Software Subscription with the same (a) support level (Standard or Premium) and (b) number of Virtual Guests (1, 4 or unlimited Virtual Guests), provided that you do not exceed the total number of Virtual Guests associated with the underlying Software Subscriptions. Note: When you use Red Hat Enterprise Virtualization or third party software as a host operating system or hypervisor, you must purchase separate Software Subscriptions for each host System running the Virtual Guest.
Red Hat Enterprise Linux for Disaster Recovery	Systems or Physical Nodes used intermittently for disaster recovery purposes such as systems receiving periodic backups of data from production servers, provided those disaster recovery systems have the same Service Levels (as set forth in Appendix 1, Section 2.7) and configurations (e.g. Socket-pairs, Virtual Guests, Cores).
Red Hat Enterprise Linux for Retail	Systems used at retail store locations with the same application stack excluding any data center deployments.

5. Red Hat Enterprise Virtualization Use Cases

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

Table 5

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

6. Red Hat Enterprise Linux Desktop Software Subscriptions

Software Subscriptions for Red Hat Enterprise Linux Desktops and Workstations are subject to the parameters set forth in Table 6 below. Each Red Hat Enterprise Linux Desktop and Workstation Software Subscription includes one Red Hat Network system entitlement and one Smart Management Module, each to be used solely with a single Red Hat Enterprise Linux Desktop or Workstation System. Production Support for Red Hat Enterprise Linux Desktop subscriptions is limited to web-based support only for your helpdesk support personnel. Red Hat is not obligated to support your end users directly.

Table 6

	Desktop	Workstation
Maximum CPUs supported	1	2
Maximum memory supported	8GB	Unlimited
Number of Virtual Guests supported	1	1
Includes open source server applications (e.g., Apache, Samba, or NFS), supported for use on personal systems for testing and development purposes or to share data with peers	No	Yes
Includes the Red Hat Enterprise Linux software development stack	No	Yes

6.1 Red Hat Enterprise Linux Desktop and Red Hat Enterprise Linux Workstation Use Cases. Subscription Services are provided for Red Hat Enterprise Linux Desktop and Workstation only when used for its supported Use Case in accordance with the terms of this Exhibit and Table 6.1 below.

Table 6.1

Software	Use Case
Red Hat Enterprise Linux Desktop Red Hat Enterprise Linux Workstation	Personal computing systems with a primary purpose of executing applications and/or services for a single user who is typically working from a directly connected keyboard and display. Note: Deploying the associated Red Hat Network system entitlements or Smart Management Modules on a system other than Red Hat Enterprise Linux Desktop or Workstation, as applicable, is not a supported Use Case.

7. Red Hat Enterprise MRG Realtime

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

7.1 Red Hat Enterprise MRG Realtime Use Cases. Subscription Services are provided for Red Hat Enterprise MRG Realtime only when used for its supported Use Case in accordance with the terms of this Exhibit and Table 7.1 below.

Table 7.1

Software	Use Case
MRG Realtime	Only systems running (a) operating environments identified at www.redhat.com/mrg/hardware as MRG Realtime compatible and (b) hardware systems identified as MRG Realtime certified at https://hardware.redhat.com will be supported.

8. Red Hat Enterprise Linux – Academic Edition

Software Subscriptions for Red Hat Enterprise Linux – Academic Editions are subject to the additional terms and conditions, including Use Cases set forth in Table 8 below.

Table 8

Software	Use Case
Red Hat Enterprise Linux – Academic Edition	Red Hat Enterprise Linux – Academic Edition Subscriptions are supported for use by qualified academic institutions for teaching and learning purposes that consist of (a) faculty, staff, or student laptops or desktops for personal and academic use, (b) computer labs available to faculty, staff, and students for general education use, (c) classroom desktops, (d) laboratories for technical and research use and/or (e) laboratories for software development use. Red Hat Enterprise Linux – Academic 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). 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.



1. Red Hat JBoss Middleware Software Subscriptions

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

- Software Access for the Red Hat JBoss Middleware Software Subscription that you purchased (such as Red Hat JBoss Enterprise Application Platform in the example above) and access to certain additional Red Hat JBoss Middleware software code (we refer to this additional code as the “**Supplemental JBoss Software**”), subject to the Supplemental JBoss Software Conditions described in Section 1.2 below;
- Production and Development Support for the Red Hat JBoss Middleware Software Subscription product that you purchased (again, Red Hat JBoss Enterprise Application Platform in the example above) but not for the Supplemental JBoss Software; and
- Software Maintenance for both the Red Hat JBoss Middleware Software Subscription product that you purchased and for the Supplemental JBoss Software, subject to the Supplemental JBoss Software Conditions below.

1.2 Supplemental JBoss Software Conditions. Software Access and Software Maintenance for Supplemental JBoss Software is intended and available for Development Purposes only and for up to 25 users for each 16 Core Band Subscription of Red Hat JBoss Middleware Software that you purchased. If you deploy or use the Supplemental JBoss Software for Production Purposes or for more than 25 users, you agree to purchase the appropriate Software Subscriptions for each Unit that you deploy or use. Red Hat’s Open Source Assurance Program applies only to the Red Hat JBoss Middleware Software Subscription that you purchased (such as Red Hat JBoss Enterprise Application Platform in the example above) and does not apply to Supplemental JBoss Software.

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



1. Red Hat Enterprise Linux Developer Suite

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

If you use any of the Subscription Services or Software associated with Red Hat Enterprise Linux Developer Suite for Production Purposes, or use the Red Hat Enterprise Linux Software Subscription entitlement independently, you agree to purchase the applicable number of Units of the applicable Software Subscription. Red Hat does not provide Production Support or Development Support for Red Hat Enterprise Developer Suite.

2. Red Hat Enterprise Linux Developer Suite Use Cases.

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

Table 2

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

3. Red Hat JBoss Developer Studio Subscriptions

Red Hat JBoss Developer Studio Portfolio Edition provides an open source development environment that consists of Eclipse, Eclipse Tooling and Red Hat JBoss Middleware platforms. Red Hat JBoss Developer Studio Portfolio Edition also includes one entitlement to a Red Hat Enterprise Linux Software Subscription, with built-in development tools and access to Software Maintenance, but no Development or Production Support.

If you use any of the Subscription Services or Software associated with Red Hat JBoss Developer Studio Portfolio Edition for Production Purposes, or use the Red Hat Enterprise Linux Software Subscription entitlement independently of your use of the Red Hat JBoss Developer Studio Subscription, you agree to purchase the applicable number of Units of the applicable Software Subscription. Red Hat does not provide Production Support or Development Support for Red Hat JBoss Developer Studio Portfolio Edition.

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

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

Table 4

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



1. Red Hat Storage Server

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

2. Red Hat Storage Server Use Cases

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

Table 2

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

3. Production Support

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



1. Red Hat Cloud Infrastructure Subscriptions

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

Table 1.2

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

2. Production Support.

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



1. Red Hat Enterprise Linux OpenStack Platform Subscriptions

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

Table 1.2

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

2. Production Support.

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



1. Technical Account Management (“TAM”) Service

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

- access to Red Hat’s technology and development plans, including beta testing and bug/feature escalation,
- weekly review calls,
- two on-site technical review visits per year,
- up to four Support Contacts,
- quarterly service performance metrics via the TAM electronic dashboard, and
- a subscription to Red Hat’s TAM monthly newsletter.

1.1 TAM Service Coverage. Each TAM Service Subscription will be limited to certain parameters (that is, a region, a customer team or a product line) and will be listed in the Order Form and, if not listed, the TAM parameters will be established upon the initiation of the TAM Service.

- Regions: North America, Latin America, EMEA, Asia-Pacific (excluding Japan, China and India), China, India or Japan.
- Customer Team: The customer team supported by the TAM, such as your development team, your system administration team, your support team, etc.
- Red Hat Product Line: The supported Red Hat product line, such as the Red Hat Enterprise Linux, Red Hat JBoss Middleware, Red Hat Enterprise Virtualization, Red Hat Storage or Red Hat Cloud product lines.

1.2 TAM Service Level

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

Engagement of the TAM Representative Outside of Red Hat Standard Business Hours. If you have purchased Premium Red Hat Software Subscriptions, you will receive 24x7 Support for Severity 1 and 2 issues through Red Hat’s 24x7 Production Support teams and not necessarily from your assigned TAM representative. Red Hat’s 24x7 Production Support team will be responsible for addressing issues, but will consult with your TAM representative, as your TAM representative is available, for advice and to gain a better understanding of your infrastructure, environment and specific needs. If you have purchased multiple TAM Service Subscriptions in each of Red Hat’s primary Support Regions, you will receive the benefit of extended TAM Service coverage hours, but you should follow the same process and contact the Red Hat 24x7 support numbers at <https://access.redhat.com/support/contact/technicalSupport.html>.

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

2. Extended Update Support (“EUS”)

EUS Support Subscriptions are incremental add-on subscriptions for certain minor versions of Red Hat Enterprise Linux that provide longer maintenance and support cycles (“EUS Cycle”) for those specific versions on Systems or Physical Nodes and/or Virtual Nodes covered by EUS Support Subscriptions. EUS provides certain security and priority bug fixes for these specific versions during the associated EUS Cycle as set forth at https://access.redhat.com/support/policy/update_policies.html.

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

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

3.1 Limited Maintenance and Production Support

Red Hat Enterprise Linux ELS entitles you to receive Software Maintenance and Production Support for Severity 1 and 2 problems as defined in Appendix 1 on x86 architectures, but only for a limited set of software components excluding those listed at http://www.redhat.com/rhel/server/extended_lifecycle_support/exclusions/. Red Hat Enterprise Linux ELS Software Maintenance is limited to those Software updates that Red Hat considers to be (a) critical impact security fixes independent of customer support requests and (b) selected urgent priority defect fixes that are available and qualified for a subset of the packages in specific major releases of Red Hat Enterprise Linux beyond the end of its regular production cycles. The Red Hat Enterprise Linux ELS stream will be maintained for an additional three (3) years immediately after the end-date of the regular production cycles of the relevant release.

Software fixes for Red Hat Enterprise Linux ELS will only be made available to Systems, Physical Nodes and/or Virtual Nodes that are

registered with active Red Hat Enterprise Linux ELS Subscriptions. Red Hat will only provide one code base for Red Hat Enterprise Linux ELS and will not make functional enhancements to versions Red Hat Enterprise Linux that are in the ELS cycle.

3.2 Red Hat Enterprise Linux ELS Unsupported Components

Red Hat Enterprise Linux ELS covers components as supported prior to the end of the life cycle but does not cover the following (in addition to those noted in Section 3.1 above):

- Desktop applications;
- Red Hat Cluster Suite;
- The content of the Extras channel; and/or
- Independent layered or Add-on products such as Directory Server, Red Hat Satellite Server, Red Hat JBoss Middleware or Scalable File System.

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

3.3 Red Hat Enterprise Linux ELS Content Delivery

Red Hat Enterprise Linux ELS content is delivered through separate Red Hat Network base channels for the specific release and corresponding child channels if applicable. Customers will have to install a modified redhat-release package downloaded from Red Hat Network to subscribe a system to a Red Hat Enterprise Linux ELS channel.

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

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

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

For each Red Hat Enterprise Developer Workstation and/or Red Hat Enterprise Linux Developer Support Subscription that you purchase, during the term of the subscription Red Hat will provide you with (a) access to the supported versions of the Red Hat Enterprise Linux and updates through a Red Hat Portal; and (b) assistance for: (i) installation, usage and configuration support, diagnosis of issues, and bug fixes for Red Hat Enterprise Linux, but only for issues related to your use of Red Hat Enterprise Linux for Development Purposes and (ii) advice concerning application architecture, application design, industry practices, tuning and application porting. Use of Red Hat Enterprise Linux Developer Workstation or Red Hat Enterprise Linux Developer Support Subscriptions for Production Purposes is not a supported use case. If you use any of the Subscription Services associated with Red Hat Enterprise Linux Developer Workstation or Red Hat Enterprise Linux Developer Support for Production Purposes, you agree to purchase the applicable number of Units of the relevant Software Subscription with Production Support.

The Red Hat Enterprise Linux Developer Workstation and Red Hat Enterprise Linux Developer Support Subscriptions do not include support for (a) modified software packages, (b) wholesale application debugging, (c) for software included in the Red Hat Extras repository, supplementary RHN channels or preview technologies, including but not limited to software obtained from community sites, nor (d) use of the Software for Production Purposes. If Red Hat determines that any of the Red Hat Enterprise Developer Workstation or Red Hat Enterprise Linux Developer Support Subscription services or software provided hereunder is being used to support software obtained from community sites, Red Hat may, without limiting its other rights or remedies, immediately suspend performance and/or terminate the Agreement.

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

5.2 Red Hat Enterprise Linux Developer Support Subscription Level Guidelines. Red Hat will use commercially reasonable efforts to provide Red Hat Enterprise Developer Workstation or Developer Support Subscription services in accordance with the guidelines set forth in Table 5.2. Red Hat’s technical support telephone numbers and Standard Business Hours are listed at <https://access.redhat.com/support/contact/technicalSupport.html>. For Red Hat Enterprise Developer Workstation or Developer Support Subscriptions, you may contact Red Hat through your designated Developer Support Contact(s). For Developer Support, you will receive one (1) Developer Support Contact and may purchase additional Developer Support Contacts. We will provide Developer Support to you solely by communicating during the Hours of Coverage with the individual Developer Support Contract(s) you appoint. Red Hat Enterprise Developer Workstation or Developer Support Subscriptions are intended for Development Purposes only. If you use any of the Subscription Services associated with these subscriptions for Production Purposes, you agree to purchase the applicable number of Units of the relevant Software Subscription with Production Support.

Table 5.2

	Red Hat Enterprise Linux Developer Workstation Professional	Red Hat Enterprise Linux Developer Workstation Enterprise	Red Hat Enterprise Linux Developer Support Professional	Red Hat Enterprise Linux Developer Support Enterprise
Supported Software	Red Hat Enterprise Linux		Red Hat Enterprise Linux	
Hours of Coverage	Standard Business Hours		Standard Business Hours	
Support Channel	Web and phone		Web and phone	
Number of Support Requests	Unlimited		Unlimited	
Number of Developers	1 developer		25 developers	
Response Guidelines	2 Business Days for all issues	4 Business Hours for all issues	2 Business Days for all issues	4 Business Hours for all issues



1. Software Delivery Services

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

2. Supported Use Cases

Subscription Services are provided for Red Hat Satellite Server and Red Hat Satellite Proxy Management Subscriptions only when used for their supported purposes (“**Use Case**”) in accordance with the terms of this Exhibit and Table 2 below.

Table 2

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

3. Red Hat Directory Server Software Subscriptions

The Service Level(s) (set forth in Appendix 1, Section 2) for Directory Server is determined by the Service Level of the Red Hat Enterprise Linux Subscription for the System, Physical Node or Virtual Node running Directory Server (for example, if the Service Level for the underlying Red Hat Enterprise Linux Software Subscription is Premium, then Directory Server would receive Premium level support).

- 3.1 **Red Hat Directory Server Use Cases.** Subscription Services are provided for Red Hat Directory Server only when used for its supported Use Case in accordance with the terms of this Exhibit and Table 3.1 below.

Table 3.1

Software	Use Case
Red Hat Directory Server	A Replica Red Hat Directory Server must have an active Software Subscription for a Master Red Hat Directory Server and Red Hat Directory Server must be installed on a physical server with a standard Red Hat Enterprise Linux Software Subscription (not a Red Hat Enterprise Linux Desktop, Red Hat Enterprise Linux for HPC or Red Hat Enterprise Linux Workstation Software Subscription). “ Replica ” means a second instance of a Directory Server configured as a slave to the first instance of Directory Server.



1. Red Hat CloudForms Subscriptions

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

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

1.2 Supported Uses. Subscription Services are provided for Software only when used for its supported purpose (“**Use Case**”) in accordance with the terms of this Exhibit and Table 1.2 below.

Table 1.2

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

1.3 Production Support.

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

1. Background

This Exhibit establishes the terms and conditions under which you may use Software Subscriptions in a Vendor's Cloud, which are in addition to the terms provided by the Vendor. "**Vendor**" means the Red Hat authorized third party from which you purchase Cloud services and who is authorized by Red Hat to participate in this Cloud Access Program. "**Cloud**" means a Vendor's hosted computing infrastructure of shared resources that provides virtual machines to end users on an on-demand basis.

2. Transfer of Software Subscriptions

2.1 Eligible Subscriptions.

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

2.2 You may transfer Eligible Subscriptions for use in a Vendor's Cloud under the Cloud Access program provided (a) you complete the registration set forth at <https://engage.redhat.com/forms/cloud-access-registration>, (b) you have a sufficient number of Eligible Subscriptions to transfer and (c) for each Software Subscription, you agree to comply with the Agreement and applicable Appendices, including this Exhibit. An Eligible Subscription(s) that has been transferred to a Vendor's Cloud is referred to as a "**Bring Your Own Subscription(s)**" or "**BYOS**".

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

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

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

2.6 The transfer of Software Subscription(s) to Cloud Access does not change the start date or the duration of the original Software Subscription(s) and once your Software Subscription expires, your access to the Software Subscription in the Vendor's Cloud will cease, unless otherwise renewed.

3. Services

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

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

3.3 **Production Support.** Production Support for each BYOS under Cloud Access will be provided to you by Red Hat pursuant to the terms of the original Software Subscription.

4. License

The Software is governed by the end user license agreement referenced in Appendix 1. No right or license, express or implied, is granted in this Agreement for the use of any Red Hat, Red Hat affiliate, Client or third party trade names, service marks or trademarks, including, without limitation, the distribution of the Software using any Red Hat or Red Hat Affiliate trademarks.

5. Reporting and Inspection

If you use the Software and/or Services outside the Vendor's Cloud, you are required to purchase Subscription Services in a quantity equal to the total number of Units of that Red Hat Product (including variants or components thereof) that you deploy, install, use or execute as set forth in Appendix 1. You will promptly notify Red Hat and Red Hat will invoice you for each Unit on a pro-rata basis and you will pay for such Units within thirty (30) days of the date of invoice or as otherwise set forth in the Agreement. Failure to comply with this Section 5 will be considered a material breach of this Agreement, and will entitle Red Hat and/or Vendor to suspend the Services or terminate this Agreement.

6. Term and Termination

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



1. OpenShift Enterprise Subscriptions

1.1 Unit of Measure and Purchasing Requirements for OpenShift Enterprise

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

Table 1

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

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

1.2 OpenShift Enterprise Add Ons (Premium Cartridges)

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

1.3 OpenShift Enterprise Broker Infrastructure

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

2. OpenShift Enterprise Services and Use Cases

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

Table 2

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

2.1 Production Support.

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