

This Product Appendix describes the Red Hat Online Subscriptions set forth in Exhibit A, incorporates additional terms applicable to the use of Red Hat Online Subscriptions and is part of and subject to the terms of the Enterprise Agreement set forth at <http://www.redhat.com/agreements> or other master agreement with us governing your use of Red Hat Subscriptions (the "Agreement"). When we use a capitalized term without defining it in this Product Appendix, the term has the meaning defined in the Agreement. In the event of a conflict, inconsistency or difference between this Appendix and an Exhibit to this Appendix, the terms of the Exhibit will control. The terms "you" or "your" herein refer to the term "Client" and "us" or "our" refer to Red Hat, if used in the Agreement.

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

Red Hat may modify or update this Product Appendix and will notify you of updates either by posting a revised version of this Product Appendix at www.redhat.com/agreements, and/or by providing notice using other reasonable means.

1. Subscription Overview

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

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

1.2 Fee Basis. The Fees for Red Hat Online Subscriptions are based on the level of Support Service, the number of users, platform features and other identified metrics (these metrics collectively are referred to as "**Units**"). You agree to pay Red Hat (either directly or through a Business Partner) the applicable Fees for all Units. Units for the Red Hat Online Subscriptions are defined in Exhibit A. If your utilization or deployment of one or more Red Hat Online Subscriptions exceeds the number of Units that you have purchased, you are required to purchase additional Red Hat Online Subscriptions in a quantity equal to the total number of Units that you use or deploy.

1.3 Promotions and Evaluations. From time to time, Red Hat may offer you certain promotional pricing or programs during a specific term ("**Promotional Period**") or the opportunity to evaluate the Red Hat Online Subscriptions, without charge, up to certain quotas, limits and/or thresholds ("**Evaluation Subscriptions**") and your use, in each case, is subject to the terms and conditions of this Appendix as well as any additional terms that Red Hat may provide in connection with the Promotional Period or Evaluation Subscriptions.

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

1.5 On Demand Fees.

Certain Online Subscriptions may be available for purchase on a consumption basis ("**On Demand**"). If you wish to purchase Online Subscriptions on an On Demand basis, Red Hat will generate invoice(s) based on the amounts you have consumed and you agree to pay all Fees. You must purchase an underlying annual Online Subscription to be eligible to purchase Online Subscriptions on an On Demand basis and any Fees owing based on On Demand usage will be invoiced in the same currency as the annual Online Subscription you purchased. The On Demand Fees are set forth at: <https://www.openshift.com/products/dedicated/hourly-pricing>.

2. Your Account

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

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

2.3 Export Compliance. The Red Hat Online Subscriptions are subject to United States laws and regulations and may be subject to foreign export laws or regulations. You agree that you and your Authorized Users will comply with all applicable export laws and regulations. Red Hat Online Subscriptions may not be downloaded or otherwise provided or made available, either directly or indirectly: (a) in any country that is subject to U.S. trade sanctions, to individuals or entities controlled by such countries, or to nationals or residents of such countries other than nationals who are lawfully admitted permanent residents of countries not subject to such sanctions; (b) to anyone who has been

prohibited from participating in US export transactions by any federal agency of the US government; or (c) to any end user who you know or have reason to know will utilize them in the design, development or production of nuclear, chemical or biological weapons, or rocket systems, space launch vehicles, and sounding rockets, or unmanned air vehicle systems.

- 2.4 Failure to Comply.** You agree to notify Red Hat immediately if you suspect someone has breached this Appendix or has obtained unauthorized access to Your Account, Your Content, the Platform and/or the Red Hat Online Subscriptions. If Red Hat reasonably believes that you or any of your Authorized Users has breached this Appendix, Red Hat may notify you of the breach and provide twenty-four (24) hours to rectify the issue. If the issue has not been remediated within twenty-four (24) hours, Red Hat reserves the right (but has no obligation) to suspend or terminate your access to the Red Hat Online Subscriptions or disable access by you or your Authorized Users until such issue has been rectified to Red Hat's reasonable satisfaction. Red Hat shall have no liability with respect to such a suspension or termination.
- 2.5 Third Party Infrastructure Services.** For certain Online Services, Red Hat may offer you the ability to purchase the Online Subscriptions without the underlying hosting services (those underlying services are "**Infrastructure Services**"), provided that you are responsible for separately procuring those Infrastructure Services from a third party provider as they are necessary to operate the Subscription Services ("**Customer Cloud Subscriptions**"). You are solely responsible for complying with any terms and conditions between you and the provider of the Infrastructure Services, paying any fees associated with the Infrastructure Services and obtaining any applicable permissions from the third party provider to allow Red Hat to provide the Subscription Services offered herein. To enable a Customer Cloud Subscription you must adhere to the technical requirements provided by Red Hat and as further specified in Exhibit A. If you do not have a Customer Cloud Subscription, you are not permitted to deploy any native cloud services within the same account that is hosting Red Hat Online Services or other Red Hat provided services.
- 2.6 Technology Preview.** Red Hat may offer the option to preview certain new unsupported features prior to release for a limited period as further described at <https://access.redhat.com/support/offerings/techpreview> ("**Technology Preview**"). You are responsible for determining the suitability of using Technology Preview features as it may result in application data loss or service unavailability including on platform and customer workloads. Technology Preview features that break cluster upgrades may have to be removed or uninstalled or require cluster re-provisioning.

3. Red Hat Online Subscriptions and License

- 3.1 Rights in the Services.** During the Red Hat Online Subscriptions term and subject to your continued compliance with the terms of the Appendix, Red Hat will make the Red Hat Online Subscriptions available to you for the purpose of developing, testing, managing and/or hosting your applications ("**Applications**") as contemplated in this Appendix. As between the Parties, Red Hat and its licensors own all rights, title and interest in and to the Platform and Red Hat Online Subscriptions. Title to and ownership of the Platform and Red Hat Online Subscriptions, as well as any and all patents, copyrights, trademarks, trade secrets and other proprietary rights therein and thereto, shall at all times remain solely and exclusively with Red Hat and/or its licensors.
- 3.2 Restrictions.** You agree that you will not (a) sublicense, sell, rent, distribute, assign or otherwise transfer the Red Hat Online Subscriptions; (b) reverse engineer, decompile or disassemble any Red Hat Content (defined in Section 3.3 below) or the Red Hat Online Subscriptions except to the extent such conduct is permitted under applicable law or an applicable open source software license notwithstanding this restriction; (c) remove or modify any of the copyright, trademark or other proprietary notices contained in the Red Hat Content or the Red Hat Online Subscriptions; (d) copy, modify or create derivative works of the Red Hat Content or Red Hat Online Subscriptions, other than as may otherwise be permitted pursuant to an applicable open source software license; (e) interfere with other users' use of the Red Hat Online Subscriptions including but not limited to accessing third parties' accounts or distributing spam; (f) use any of the Red Hat Online Subscriptions to create products or services that compete with any of the Red Hat Online Subscriptions; (g) use any of the Red Hat Online Subscriptions in a manner that constitutes defamation or violation of rights of privacy or publicity; (h) use any of the Red Hat Online Subscriptions for any illegal activity or for the operation of nuclear facilities, air traffic control, or life support systems or where the use or failure of the Red Hat Online Services could lead to death, personal injury or environmental damage or (i) to operate or enable any telecommunications service or in connection with any Application that allows users to place calls or to receive calls from any public switched telephone network. Your right to continue to receive Red Hat Online Subscriptions is conditioned on your continued compliance with the terms of this Appendix. You must get prior written consent from Red Hat before running any penetration or stress testing on the Online Services.
- 3.3 License to Use Red Hat Content.** As part of the Red Hat Online Subscriptions, Red Hat may provide you with access through the Online Services to certain containers, operators, software development kit(s) or templates that consist of software code and documentation ("**Red Hat Content**") to allow devices or you to connect with the Platform and/or to assist you in creating Applications. Red Hat Content does not include any Third Party Offerings (defined in Section 3.5 below), which are subject to separate license terms as further described below. During the Red Hat Online Subscription term, Red Hat hereby grants to you a limited, worldwide, nonexclusive, royalty-free, non-transferable license, to use the Red Hat Content solely in connection with your use of the Red Hat Online Subscriptions for the purpose of developing, testing, managing and hosting Applications in the manner contemplated in and subject to the terms of this Appendix. You must not remove, obscure, change or interfere with any copyright, acknowledgment, attribution, trademark, warning or disclaimer statement affixed to, incorporated in or otherwise applied in connection with the Red Hat Content. License terms to certain Red Hat Content are set forth in Section 3.4 and Exhibit A.
- 3.4 Open Source License.** To the extent that components of Red Hat Content are distributed under an open source software license agreement(s) ("**Open Source Content**"), your use of the Open Source Content is governed by the applicable open source software license agreements that accompany such software. The terms of this Appendix are not intended to interfere with any rights you may receive under the applicable Open Source Content license.
- 3.5 Third Party Offerings.** In connection with the Red Hat Online Subscriptions, Red Hat may make available software and/or services or operators to enable software and/or services of third parties ("**Third Party Offerings**"). Third Party Offerings are governed by the terms provided by the third parties and, if you use Third Party Offerings, you agree to abide by those terms and conditions and to obtain the appropriate license or subscription, to the extent required, for the Third Party Offering. If you use the Red Hat Online Subscriptions in connection with any other third party software (e.g. developer kits), you represent and warrant that you have obtained the appropriate license

from the third party and have the rights to perform the actions contemplated in connection with the Red Hat Online Subscriptions. Red Hat and its licensors and vendors have no obligations or liability with respect to such third party or the Third Party Offerings and Third Party Offerings are not Red Hat Content.

- 3.6 APIs and ABIs.** During the term of the Red Hat Online Subscriptions, you may use any documented application programming interfaces (“**APIs**”) or application binary interfaces (“**ABIs**”), as applicable, as disclosed in the documentation for the Red Hat Online Subscriptions solely for the purpose of integrating your Application(s) or other tools with the Platform and for no other purpose. Red Hat may change, deprecate or republish APIs or ABIs from time to time, and you are responsible to ensure that calls that your Application makes to the Platform are compatible with then-current APIs and/or ABIs.
- 3.7 Linking.** The Platform may contain links to external sources, websites or content that are not owned, created or managed by Red Hat. Red Hat does not have control over such sites or content and has not reviewed them. The inclusion of any link to a third party website does not imply endorsement by Red Hat of the website or their sponsoring entities, products or services. You agree that Red Hat is not responsible or liable for any loss or expenses that may result due to your use of (or reliance on) the external site or content.
- 3.8 Intellectual Property Indemnification.** During the Red Hat Online Subscription term, you are entitled to participate in the Red Hat Open Source Assurance Program referred to in the Agreement, provided that, with respect to this Appendix 4 only, the following terms in the Open Source Assurance Agreement shall be amended and replaced as follows: (a) “Covered Software” shall mean software included in the Red Hat Content (“**Red Hat Online Covered Software**”) made available to you by Red Hat with the Online Services to the extent that (i) You use the Red Hat Online Covered Software as part of and in connection with the Platform and (ii) you have active Red Hat Online Subscriptions with respect to the Red Hat Online Covered Software at the time of the Claim or threatened Claim; and (b) the term “**Subscription**” is a subscription purchased from Red Hat and/or its affiliates or a Red Hat authorized Business Partner that entitles You to receive the Red Hat Online Subscriptions described in this Appendix 4. In addition to any conditions in Section 4 of the Open Source Assurance Agreement, Covered Software does not include any Red Hat Content provided to you at no charge such as for promotional, evaluation, preview and/or demonstration purposes.
- 3.9 Usage Related Information.** In connection with use of the Online Subscriptions information related to use of the Online Services may be transmitted to Red Hat. That information may be used for purposes such as providing support and upgrades, optimizing performance or configuration, minimizing service impacts, identifying and remediating threats, troubleshooting, improving the offerings and user experience, responding to issues and for billing purposes pursuant to the Agreement. Additional details related to the type of information collected and the methods by which you may opt out of the data collection are provided in the specific Red Hat Product documentation.

4. Your Content & Applications

- 4.1 Your Content.** “**Your Content**” consists of any content and data not provided by Red Hat, including Applications, software code, documentation, materials, information, text files, images, in each case, created by you or a third party associated with Your Account. As between you and Red Hat, you retain ownership of Your Content. You are solely responsible for the use and deployment of Your Content in compliance with this Appendix and all applicable laws and regulations and you agree to remove promptly any of Your Content that violates the terms of any of the foregoing. You shall also have sole responsibility for the accuracy, quality, integrity, and ownership of all of Your Content and Applications. You represent and warrant that (a) you own all rights in, or have received valid licenses or permissions to use (and will continue to own or have valid licenses to use) Your Content, with rights sufficient to enable any activities in connection with the Red Hat Online Subscriptions and (b) the use of Your Content by you, your Authorized Users and/or Red Hat and its affiliates, vendors and subprocessors does not misappropriate, violate or infringe the intellectual property rights or privacy rights of any third party, and that all such use is lawful. You are prohibited from using the Red Hat Online Subscriptions to store, create or deploy any portion of Your Content that is regulated under the International Traffic in Arms Regulations (ITAR). You are responsible for ensuring that Your Content is authorized for export, distribution and use under the Export Administration Regulations (EAR) and other export control laws and regulations that may be applicable based on your use of the Red Hat Online Subscriptions. You are responsible for maintaining licenses and permissions and adhering to all license terms applicable to Your Content used by you, your Authorized Users, or Red Hat. Red Hat reserves the right to review Your Content to ensure compliance with this Appendix. Red Hat is not responsible under any circumstances for any claims, damages or other actions relating to Your Content, or your or your Authorized User’s actions while using the Red Hat Online Subscriptions.
- 4.2 Notices Regarding Content.** You must immediately respond to any notice you or Red Hat receive claiming that Your Content violates a third party’s rights, including without limitation notices under the Digital Millennium Copyright Act, and take corrective action, which may include but is not limited to promptly removing any of Your Content. You agree to implement a policy to respond to any and all such requests that you may receive regarding Your Content.
- 4.3 Grant to Red Hat.** You grant to Red Hat, and to any third party providers on whose services Red Hat may depend to provide the Red Hat Online Subscriptions, a worldwide, non-exclusive, royalty-free license to make, use, reproduce, distribute, import, perform and display Your Content solely in connection with providing the Red Hat Online Subscriptions to you. Except as set forth in this Section 4.3, Red Hat obtains no rights in Your Content under this Appendix.
- 4.4 Indemnification for Your Content.** You agree to indemnify and hold harmless Red Hat, its affiliates and their licensors and vendors, and each of their respective employees, officers, directors, and representatives from and against any claims, damages, losses, liabilities, costs, and expenses (including reasonable attorneys’ fees and associated litigation expenses) arising out of or relating to: (a) your use and/or your Authorized Users’ use of the Red Hat Online Subscriptions, including the Red Hat Content, in violation of any law or regulation or third party right; (b) any claim or allegation that Your Content infringes, violates, or misappropriates the intellectual property or privacy rights of any third party; (c) Red Hat’s response to any third party subpoena, warrant, audit, agency action or other legal order or process concerning Your Content, Your Account and/or use by you and/or your Authorized Users of the Red Hat Online Subscriptions or (d) any dispute between you and a Third Party Offering provider or you and any of your Authorized User(s). Red Hat will provide you with written notice of any claim, suit or action, but its failure to do so does not relieve you of your obligations under this Section 4.4. Notwithstanding any limitations set forth Section 12.2 of the General Terms, that Section shall not limit liability under this Section 4.4.
- 4.5 Your Feedback.** While using the Red Hat Online Subscriptions, you may be asked to voluntarily provide comments or feedback concerning the Red Hat Online Subscriptions (“**Feedback**”). You understand and agree that Red Hat may use any such Feedback for any purpose, including implementing the Feedback in future versions of the Red Hat Online Subscriptions and/or other offerings without attribution or

compensation and you grant Red Hat a perpetual and irrevocable license to use and exploit all such Feedback for any purpose. You represent and warrant that your Feedback will not include any of your proprietary, personal or confidential information or that of any third party and that you have full authority to grant the foregoing license.

5. Service Suspension & Termination

5.1 Service Suspensions. Red Hat may temporarily suspend your access to the Red Hat Online Subscriptions or that of your Authorized Users: if Red Hat reasonably determines in its sole discretion: (a) that you or your Authorized Users use of the Red Hat Online Subscriptions or Your Content: (i) poses a security risk to the Red Hat Online Subscriptions generally or to any third party, (ii) adversely impacts the Red Hat Online Subscriptions generally or the use of the Red Hat Online Subscriptions by any other Red Hat third party user of the Services, (iii) would subject Red Hat to liability or (iv) may result in violation applicable laws or regulations; or (b) that you or one or your Authorized Users materially has breached the terms of the Agreement or this Appendix (collectively, "**Service Suspensions**"). To the extent Red Hat suspends access to the Red Hat Online Subscriptions, Red Hat will endeavor to provide you with notice of the Service Suspension and to provide updates regarding resumption of Services following any such suspension.

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

6. Data Transfer, Processing and Security

6.1 Data Security. Without limiting your obligations under this Section 6.1 or elsewhere in the Agreement, Red Hat has implemented certain measures designed to help protect the Platform from unauthorized access. You will implement reasonable procedures and security measures to protect Your Content and Applications as well as the privacy and legal rights of Your Authorized Users and any other individual's information. Without limiting the foregoing obligation, Red Hat strongly encourages you, where available and appropriate, to (a) use encryption technology to protect Your Content and in particular Personal Data (as such term is defined in the Data Processing Addendum described in Section 6.3 below) and any other personally identifiable information transmitted to and from, and while stored on, the Red Hat Online Subscriptions; and (b) keep your Applications or any of your software used or running with the Red Hat Online Subscriptions current with the latest security patches or updates. You are responsible for complying with any applicable laws and regulations, including, but not limited to, those that require notification of individuals whose personally identifiable information may have been compromised or that govern specific types of data included in Your Content. If any of Your Content could subject Red Hat to governmental regulation or special industry standards (e.g., credit card data) or may require security measures beyond those specified by Red Hat for the Red Hat Online Subscriptions, you will not input, provide, give access or allow Your Content unless Red Hat has otherwise first agreed in a separate written and signed document to implement additional security and other measures. Red Hat makes no representations that the Services satisfy HIPAA requirements and you acknowledge that Red Hat is not acting as a "Business Associate" as that term is defined in HIPAA. "HIPAA" means the Health Insurance Portability and Accountability Act found at 45 CFR §160.103. You will not use the Services for any purpose or in any manner involving "protected health information."

6.2 Data Transfer. In order to provide certain aspects of the Red Hat Online Subscriptions, such as administering Your Account or performing Support Services, it may be necessary for Red Hat to transfer information to its Affiliates, vendors and/or subcontractors located worldwide. Prior to providing Red Hat with Your Content, including Personal Data, You agree to provide any required disclosures and appropriate notices and obtain any necessary consents related to your use and your Authorized Users' use of the Red Hat Online Subscriptions, including those related to the transfer of any information to Red Hat, its Affiliates, vendors and subprocessors.

6.3 Data Processing. To the extent Red Hat processes Personal Data disclosed to it by You as part of Your Content, Red Hat's Data Processing Addendum available at <https://www.redhat.com/en/about/agreements> shall apply to the parties. You agree that Red Hat, its Affiliates, vendors and/or subcontractors are acting as data processors or subprocessors on your behalf, and you appoint us to process Your Content in order to provide the Red Hat Online Subscriptions to you. Red Hat does not own or otherwise act as a data controller of Your Content. Prior to providing Your Content (including any Personal Data), you will provide any required disclosures and appropriate notices and obtain any necessary consent from your Authorized Users or any other individual whose Personal Data or other identifying information or content you will be using in connection with the Red Hat Online Subscriptions. If you provide your Authorized Users with access to an Application you create in connection with the Red Hat Online Subscriptions, you agree to protect the privacy of your Authorized Users' data, including without limitation implementing and maintaining an appropriate privacy policy that complies with applicable law and notifying your Authorized Users that their data may be stored on facilities accessible to Red Hat, its affiliates, vendors and subprocessors and may be transferred between you and your vendors and/or subcontractors, which may be located worldwide.

6.4 Legal Process. Red Hat may disclose information, including Your Content and information concerning Your Account, as required by law, regulation or legal process (such as responding to a subpoena, warrant, audit, or agency action, or to prevent fraud) or to establish or exercise its legal rights or to defend against legal claims. If any government or regulatory authority requests access to Personal Data concerning Your Content, unless prohibited by law, Red Hat will notify You of such request to enable You to take necessary actions to communicate directly with the relevant authority and respond to such request. If Red Hat is prohibited by law to notify You of such request, it will use reasonable efforts to challenge the prohibition on notification and will provide the minimum amount of information permissible when responding, based on a reasonable interpretation of the request.

6.5 Other Privacy Terms. Red Hat and its affiliates and their contractors and subprocessors, may, wherever they do business, store and otherwise process business contact information of You, your personnel and Authorized Users, for example, name, business telephone, address, email and user ID for business dealings with them. Where notice to or consent by the individuals is required for such processing, You will notify and obtain such consent.

EXHIBIT A
RED HAT ONLINE SUBSCRIPTIONS



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

1. Cloud Platform Online Subscriptions

1.1 Red Hat Managed Online Services

Table 1.1 below lists the Red Hat Online Services managed by Red Hat, the applicable Unit for each offering and the Capacity (set forth below) for such Units. A “**Virtual Node**” is an instance of the Services or Software, in whole or in part, on a virtual machine. “**vCPU**” is a virtual CPU, in whole or in part, which is assigned to a virtual machine on which the Virtual Node is running. A “**Cluster**” means the compute resources allocated to the respective Online Subscription up to the Capacity set forth below.

Table 1.1

Red Hat OpenShift Subscriptions	Units	Capacity
Red Hat OpenShift Dedicated Platform Single Availability Zone	Cluster	Maximum of 3 master Virtual Nodes, 3 infrastructure Virtual Nodes, 4 application Virtual Nodes.
Red Hat OpenShift Dedicated Platform Single Availability Zone (Customer Cloud Subscription)	Cluster	Maximum of 3 master Virtual Nodes, 3 infrastructure Virtual Nodes, 4 application Virtual Nodes. Infrastructure Services must be purchased separately.
Red Hat OpenShift Dedicated Platform Multiple Availability Zone	Cluster	Maximum of 3 master Virtual Nodes, 3 infrastructure Virtual Nodes, 9 application Virtual Nodes.
Red Hat OpenShift Dedicated Platform Multiple Availability Zone (Customer Cloud Subscription)	Cluster	Maximum of 3 master Virtual Nodes, 3 infrastructure Virtual Nodes, 9 application Virtual Nodes. Infrastructure Services must be purchased separately.
Red Hat OpenShift Dedicated Additional Node	Virtual Node	Comes with up to the vCPU and RAM based on the underlying OpenShift base cluster purchased.
Red Hat OpenShift Dedicated Additional Node (Customer Cloud Subscription)	Virtual Node	Comes with up to the vCPU and RAM based on specific SKU purchased. Infrastructure Services must be purchased separately.
Red Hat OpenShift Dedicated Add On Storage	Gigabytes	Up to 500 GB of storage.
Red Hat OpenShift Dedicated Additional Network I	Terabytes	Up to 12 TB of storage.
Red Hat OpenShift Dedicated Platform (Customer Cloud Subscription) Cluster Fee	Cluster	N/A
Red Hat OpenShift Dedicated Worker Node (Customer Cloud Subscription)	Virtual Node	Comes with up to the vCPU on specific SKU purchased. Infrastructure Services must be purchased separately.
Red Hat OpenShift Service on AWS	Cluster / Virtual Node	Comes with up to the vCPU based on the specific SKU purchased. Infrastructure Services must be purchased separately.
Red Hat OpenShift API Management, Cluster Fee	Cluster	Maximum of one add on to an OpenShift Dedicated cluster.
Red Hat OpenShift API Management	Daily API Calls	Total number of API Calls on a daily basis (in millions)
Red Hat OpenShift Data Science	vCPU	Up to the underlying OpenShift Dedicated Subscriptions capacity. Infrastructure Services must be purchased separately.
Red Hat OpenShift Data Foundation Dedicated (Customer Cloud Subscription)	Cluster	Up to 1 TB of persistent container storage. Infrastructure Services must be purchased separately.
Red Hat OpenShift Data Foundation Dedicated Worker Node (Customer Cloud Subscription)	Virtual Node	Each Red Hat OpenShift Data Foundation Dedicated Worker Node on Red Hat OpenShift Dedicated requires a separate subscription. Maxin additional storage capacity depends on the available resources. Infrastructure Services must be purchased separately.

1.2 Scope of Services. The Online Subscriptions above are offered only with the Premium Support Level. Support Services are provided only when the Online Subscription is used for its supported purpose (“**Supported Use Case**”) in Table 1.2 below. The OpenShift Dedicated Online Services Scope is set forth at <https://www.openshift.com/products/dedicated/service-definition>. You acknowledge the use and management of the Online Services are a shared responsibility and agree to the accountability matrix set forth at: <https://www.openshift.com/products/dedicated/responsibility-assignment>.

Table 1.2

Subscription	Supported Use Case
Red Hat OpenShift Dedicated/ Red Hat OpenShift Service on AWS	The Services are intended to be used and only supported as a platform as a service. The Online Subscriptions are not supported for use outside of the Red Hat Online Services.
Red Hat OpenShift API Management	The Services are intended to be used and only supported as an API Management platform on OpenShift Dedicated or Red Hat OpenShift Service on AWS.
Red Hat OpenShift Data Science	The Services are intended to be used and supported as a managed service on Red Hat OpenShift Dedicated or Red Hat OpenShift Service on AWS.
Red Hat OpenShift Data Foundation Dedicated	The Services are intended to be used and only supported on Red Hat OpenShift Dedicated.

1.3 Customer Cloud Subscription. To initiate a Customer Cloud Subscription, You must follow the procedure set forth at: <https://www.openshift.com/dedicated/ccs> (“**CCS Guidelines**”). You must open a support case to notify Red Hat at least 30 days prior to making any policy or permission changes other than as permitted in the CCS Guidelines. You may not remove or replace any cloud service component created or managed by the Online Services. Red Hat has the right to reject any change. Red Hat is not responsible for any actions taken by You or Your Authorized Users, including but not limited to actions that may affect your use of the Customer Cloud Subscription or the Infrastructure Services, Service Availability or data loss.

1.4 Cluster Administration Capability. Red Hat, at its discretion, may offer particular customers cluster administration rights subject to specific conditions (“**Cluster Administration Rights**”). You may not remove or replace any native Red Hat Online Services components or any other component installed and managed by Red Hat. You agree to promptly report to Red Hat any flaws, security weaknesses, misconfigurations, or other vulnerabilities discovered in Your Red Hat Online Services cluster or Infrastructure Services, including any third party tools. Such reports are to be submitted as described in the policy at <https://access.redhat.com/security/team/contact>, and are considered Confidential Information until Red Hat agrees otherwise in writing. If requested, you agree to work with Red Hat to identify any changes made to the cluster configuration and collaborate with Red Hat on any related issues. If you have Cluster Administration Rights, Red Hat is not responsible for any actions taken by You or any of Your Authorized Users relating to the Online Services or Your Account, including but not limited to actions that may affect Infrastructure Services, Service Availability and data loss.

1.5 Custom & Third Party Software. You, and not Red Hat, are responsible for ensuring any custom software or third party software, including operators, continue to function after any cluster maintenance, including upgrades, performed by Red Hat or software upgrades self-managed by You. You are also responsible for any terms, conditions and/or fees associated with any third party components deployed by the software, not otherwise included in the Online Services.

1.6 Additional terms for Red Hat OpenShift API Management.

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

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

2. Red Hat 3scale API Management, Hosted

2.1 Offering. The Table 2.1 below lists the Subscription Services offered by Red Hat, the applicable Unit and any additional conditions on use. “API Call” means one inbound message to your API backend server and a response from the server if applicable. “API” means a collection of API methods grouped together as one service in the API Management Platform Services product interface. “Account” means additional account access to the Subscription Services.

Table 2.1

Subscription Service	Unit
Red Hat 3scale API Management, Hosted	API Calls*
Red Hat 3scale API Management Add On Account **	Account

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

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

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

2.3 Utilization Policy. Red Hat evaluates quota compliance on a monthly basis. If your actual API calls exceed the Daily Limit for two or more days per month, you will either (a) reduce traffic consumption to return to compliance with the number of Units you purchased; or (b) purchase additional Subscription Services. Red Hat also reserves the right to evaluate your API Call volume on a per second limit basis (defined above) in a two week period (“**Throughput**”). For purposes of calculating Throughput, Red Hat will remove the top five percent (5%) peaks

of your API Calls during that period. In other words, Throughput can exceed the amount of API Calls you have purchased five percent (5%) of the time in each of the 2 weeks. If your Throughput exceeds the rate you purchased more than five percent (5%) of the time during the month, you will either (a) reduce traffic consumption to return to compliance with the number of Units you purchased or (b) purchase additional Subscription Services.

3. **Azure Red Hat OpenShift.** If you purchase Red Hat Azure OpenShift from Microsoft (“ARO”) you may be eligible for the Support Services in Exhibit B from Red Hat. In such a case where you seek Support Services from Red Hat you will be subject to the Agreement and Appendix 4 (to the extent applicable). The terms of Exhibit B define the scope of Support Services. ARO is a Microsoft product offering, but if you seek Support Services from Red Hat you acknowledge and agree that Red Hat and Microsoft may share information relating to the support case in order to address your support issue and you consent to the transfer and sharing of the information between the parties for such purpose. All other terms with respect to the ARO offering are between you and Microsoft. For clarity, Exhibit C does not apply to ARO.

1. **Support Services Terms.**
The following are the Support Services terms and conditions for the Red Hat Online Subscriptions and other services as specifically agreed.
 - 1.1 **Support from Red Hat.** Support Services consist of guidance on the use of, problem diagnosis and bug fixes for the Online Services when used for their intended purpose. To access and use Support Services, you must provide Red Hat with sufficient information to validate your entitlement to the relevant Support Services. The scope of the Support Services is based on the level (Standard or Premium) and type of Red Hat Online Subscriptions you purchased. Certain Red Hat Online Subscriptions are only offered at either the Standard or Premium Support Level. Evaluation Subscriptions are only supported for the purpose of evaluating the suitability of the Red Hat Online Subscriptions for your future purchase from Red Hat or through one of our authorized Business Partners and not for production purposes.
 - 1.2 **Support Coverage.** We do not provide Support Services for (a) advice on architecture, design, development or prototyping; (b) non-Red Hat Online Subscriptions or software, including but not limited to devices, operators, applications, infrastructure or tools that you or a third party provide or create; (c) access management or any security related processes that apply only to Your Account; (d) any work performed under a separate professional services engagement; (e) individuals who are not your Support Contact(s) (defined below); (f) Red Hat Online Subscriptions running in excess of the number of Units you have purchased or outside the usage restrictions or (g) for any changes you make to the Infrastructure Services account which negatively impacts the operation of the Online Services such as the removal of a load balancer, virtual machine instance, or any Infrastructure Services that Red Hat Online Services are dependent on. You are responsible for testing the Red Hat Online Subscriptions and any Red Hat Content before deploying it in your environment and for providing support to your Authorized Users and for your Applications. You will back up Your Content on a regular basis and have those backups available if needed for support or other purposes.
 - 1.3 **Response.** Red Hat will use commercially reasonable efforts to provide Support Services in accordance with the guidelines shown in Table A below. Support Services are provided in the English language and may be available in other languages based on available resources. Red Hat's telephone number and standard business hours ("**Standard Business Hours**") are listed at <https://access.redhat.com/support/contact/technicalSupport.html>. Support Services requests submitted outside Standard Business Hours will be handled once Standard Business Hours recommence.
 - 1.4 **Support Service Level Guidelines.** Support Services are available in one or more of the following support levels: Standard or Premium, as shown in Table 1.4 below. After the Initial Response, Red Hat will provide status updates on the issue until (i) the issue is resolved; (ii) the issue is downgraded to a lower Severity Level (in which case status updates will be provided in accordance with the update guidelines applicable the new Severity Level); or (iii) the parties agree on an alternative update schedule.

Table 1.4

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

1.5 Support Contacts. A “**Support Contact(s)**” is a person authorized by you to open support requests and/or contact Red Hat support personnel. You may designate up to the number of contacts described in the tables below based on the number of Standard and Premium Red Hat Online Subscriptions you have purchased for a particular offering. We will provide Support Services to you solely by communicating during the Hours of Coverage with the individual Support Contact(s) you appoint. For Premium Support, in order to receive 24x7 coverage for Severity 1 and 2 issues, you must provide a dedicated point of contact who will be available until the issue is resolved. You may change your designated Support Contacts by notifying us in writing and giving us five business days to process the change. The Support Contacts should have “read and write” access to the necessary files, English language communication skills and relevant technical knowledge.

Red Hat Online Services (other than Red Hat 3Scale API Management)

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

Red Hat 3scale API Management Support Contact

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

**EXHIBIT C
MAINTENANCE, SERVICE AVAILABILITY & CREDITS**



1. Maintenance

Red Hat may perform periodic maintenance to the Red Hat Online Subscriptions and to systems supporting the Red Hat Online Subscriptions. If Red Hat expects planned maintenance to negatively affect the availability of the Online Services, notice will be sent to the email address associated with Your Account or registered for notification from the Online Service portal and also posted at the respective Online Service portal. To receive notifications, you are responsible for ensuring your Account and/or email address is accurately registered in the respective Online Service portal. In addition, Red Hat may from time to time perform emergency unscheduled maintenance if required. If Red Hat expects that such maintenance may negatively affect the availability of the Online Services, Red Hat will use commercially reasonable efforts to inform and update you as to such maintenance with respect to the applicable service via the Online Service portal.

2. Availability & Service Credits

During the term of Your Red Hat Online Subscriptions, Red Hat will use commercially reasonable efforts to maintain Monthly Availability for Online Services at or above 99.95%. **“Monthly Availability”** means the total number of minutes in a calendar month, subtracting the aggregate minutes of all Downtime for a specific Online Service during the calendar month and dividing that number by the total number of minutes in the calendar month. **“Downtime”** means a period of more than five consecutive minutes in which a specific Online Service is Unavailable to You, excluding those circumstances listed in Table 2(a). Table 2(a) below sets forth what is considered “Unavailable” for each Online Service and what is excluded from Downtime.

Table 2(a)

Red Hat Online Service	Unavailable	Excluded from Downtime
Red Hat OpenShift Dedicated	No availability to the cluster's API endpoint for an OpenShift Dedicated cluster managed by Red Hat.	<ul style="list-style-type: none"> Any maintenance; Any force majeure event as described in the Agreement or other failure or deficiency in availability caused by events outside Red Hat's reasonable control, including outages elsewhere on the Internet or due to a denial of service attack;
Red Hat 3scale API Management, Hosted	No availability to the service management API, which acts as the cloud authorization service for API requests.	<ul style="list-style-type: none"> Any actions or inactions by you or your Authorized Users; Any outage or interruption due to the installation, configuration or use of software, services or other technology provided or accessed by you or any third party;
Red Hat OpenShift Service on AWS	No availability to the cluster's API endpoint for a Red Hat OpenShift Service on AWS.	<ul style="list-style-type: none"> Any interruption caused by your Infrastructure Services or Third Party Offerings;
Red Hat OpenShift API Management	No availability to the service management API, which acts as the cloud authorization service for API requests.	<ul style="list-style-type: none"> Any Service Suspension as may be defined in the Appendix; Any outage with respect to Evaluation, Promotional or Technology Preview offerings; and
Red Hat OpenShift Data Science	No availability to the Red Hat OpenShift Dedicated Data Science dashboard.	<ul style="list-style-type: none"> Any lack of availability due to stress or penetration testing. With respect to any Red Hat OpenShift Dedicated Add On services, unavailability of the underlying Red Hat OpenShift Dedicated cluster.

When calculating Monthly Availability, the Online Services will be calculated on a per month basis even if you only consume the Online Service for part of the month. If the actual Monthly Availability for a given calendar month during the Red Hat Online Subscription term falls below 99.95% and you have complied with the terms of the Appendix and are current in payment of all applicable Fees, you will be eligible to receive a credit to be applied against your payment for the respective Online Service for the month immediately following such month (**“Service Credit”**). Service Credits will equal a percentage of total amounts paid for the respective Online Service in the calendar month in which the Monthly Availability rates fall below 99.95% based on the following:

Table 2(b)

Actual Monthly Availability	Service Credit percentage of amounts paid in the calendar month (to be applied against amounts owing in the subsequent calendar month)
99.0-99.95%	10%
Less than <99%	30%

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