This Product Appendix (including the attached Exhibits) governs your use of the Red Hat Online Services and is subject to the Enterprise Agreement General Terms available at https://www.redhat.com/en/about/agreements or, as applicable, other base agreement between you and Red Hat. In the event of a conflict between this Product Appendix and an Exhibit to this Product Appendix, the terms of the Exhibit control.

When we use a capitalized term without defining it in this Product Appendix, the term has the meaning defined in the Enterprise Agreement General Terms or other base agreement.

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 or by providing notice using other reasonable means.

Whether you purchase from us or through one of our authorized Business Partners, which includes a Marketplace Vendor as described below, we provide the Online Services to you under the terms described in the Agreement. Your right to access and use the Online Services, is subject to your compliance with the terms of the Agreement.

1. Online Services Overview

1.1 Background. "**Online Services**" means Red Hat branded cloud or hosted service offerings described in Exhibit A. "**Support**" means technical support to resolve issues relating to the Online Services, as described in Exhibit B.

1.2 Fee Basis. Fees for Online Services are based on the number of Units and other metrics as described below. You agree to pay Red Hat (either directly or through a Business Partner) the applicable Fees for all Units. The specific Unit for each Online Service is set forth in Exhibit A. If your utilization or deployment exceeds the number of Units you purchased, including the applicable capacity or other parameters, you are required to purchase and pay for additional Online Services in a quantity equal to the total number of Units that you use or deploy. For Online Services identified as "Red Hat OpenShift Dedicated Layered Online Services" in Exhibit A, Table 1, you must purchase a quantity equal to the Units of the underlying Red Hat OpenShift Dedicated or Red Hat OpenShift Container Platform deployed on the AWS Cluster.

1.3 Promotions, Trials and Technology Preview. Red Hat may offer you certain promotional pricing or programs during a specific term ("**Promotional Period**") or the opportunity to evaluate or trial the Online Services, without charge, up to certain limits (**"Trial Subscriptions"**) and your use, in each case, is subject to the terms and conditions of this Product Appendix as well as any additional terms that Red Hat may provide in connection with the Promotional Period or Trial Subscriptions. Red Hat may also offer the option to preview certain new features, services or may offer trials prior to release which may be unsupported as further described in the documentation for the applicable offering ("**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. Technology Preview features may have to be removed or uninstalled or require cluster re-provisioning. Red Hat may change or remove a Technology Preview offering at any time.

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 or discontinue an Online Service offering, component or functionality of the Online Service.

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

1.6 Purchasing from a Marketplace. If you purchase the Online Services through the Red Hat Marketplace or a third party marketplace (each, a "**Marketplace Vendor**") any applicable Fees will be set forth at the applicable Marketplace Vendor web interface, are billed and payable according to the Marketplace Vendor terms and are non-refundable. It may be necessary for Red Hat to report your usage of the Online Services to the Marketplace Vendor for the purpose of invoicing or billing, and you agree that Red Hat may provide that information to the Marketplace Vendor.

2. Your Account

2.1 Your Account. In order to access the Online Services, you must create a Red Hat account ("**Your Account**"). If you provide access to the Online Services through Your Account for the benefit of one or more authorized users, including your employees, independent contractors, Affiliates or any other third party ("**Authorized Users**"), you are responsible for their compliance with the Agreement and for the payment of any applicable Fees. You may not create multiple accounts that act or appear as a single account or otherwise access the Online Services 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 all Authorized Users must provide accurate identification and will not impersonate another user, service token or otherwise mask identity when interacting with Online Services. You must maintain the confidentiality of any passwords to Your Account and are solely responsible for any and all activities 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 Online Services are suitable for your needs and (b) your use and the use by any Authorized User is in compliance with this Product Appendix and all applicable laws, including but not limited to data privacy and security laws. If you become aware of any noncompliance by any Authorized User, you will promptly bring the Authorized User into compliance which may include removing noncompliant content or terminating access. If you develop or use applications that operate in conjunction with the Online Services for or on behalf of any third party, Red Hat may require the third party to obtain Subscriptions from Red Hat such that their use is subject to the terms and conditions of this Product Appendix.

2.3 **Export Compliance**. The Online Services 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, and any export related terms of the Agreement.

2.4 **Failure to Comply**. You agree to notify Red Hat immediately if you suspect someone has breached this Product Appendix or has obtained unauthorized access to Your Account, Your Content (as defined below), or the Online Services. If Red Hat reasonably believes that you or any of your Authorized Users has breached the Agreement or obtained unauthorized access, 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 Online Services or disable access by you or your Authorized Users until the issue has been rectified to Red Hat's reasonable satisfaction. Red Hat will 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 "Customer Cloud Subscriptions" that are Online Services without the underlying hosting services (those underlying services are "**Infrastructure Services**"), provided that you are responsible for separately procuring any required Infrastructure Services from a third party provider. 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 Online Services offered here. To enable a Customer Cloud Subscription you must adhere to the technical requirements provided by Red Hat and as specified in Exhibit A. If the Online Service is deployed into a Red Hat provided cloud account (e.g., not a Customer Cloud Subscription) you are not permitted to deploy any other cloud services or consume any cloud services not provided by the Online Service.

3. **Red Hat Online Services and License**

3.1 **Rights in the Services**. Subject to your continued compliance with the terms of the Agreement and payment of applicable Fees, Red Hat will make the Online Services available as described in this Product Appendix. As between the Parties, Red Hat and its licensors own all rights, title and interest in and to the Online Services. Title to and ownership of the Online Services, as well as any and all patents, copyrights, trademarks, trade secrets and other proprietary rights will at all times remain solely and exclusively with Red Hat and its licensors.

3.2 **Restrictions**. You will not (and you will ensure that your Authorized Users do not) (a) sublicense, sell, rent, distribute, assign or otherwise transfer the Online Services; (b) reverse engineer, decompile or disassemble any Red Hat Content (defined in Section 3.3 below) or the Online Services except to the extent such conduct is permitted under applicable law or an applicable open source software license; (c) remove or modify any of the copyright, trademark or other proprietary notices contained in the Red Hat Content or the Online Services; (d) copy, modify or create derivative works of the Red Hat Content or Online Services, other than as may otherwise be permitted pursuant to an applicable open source software license; (e) interfere with other users' security or use of the Online Services including but not limited accessing third parties' accounts or distributing spam; (f) use any of the Online Services to create products or services that compete with any of the Online Services; (g) use any of the Online Services in a manner that constitutes defamation or violation of rights of privacy or publicity; (h) use any of the Online Services for any illegal activity; (i) use of the Online Services to violate the security or integrity of any, network, computer or computing device; or (j) use any of the Online Services for the operation of nuclear facilities, air traffic control, or life support systems or where the use or failure of the Online Services could lead to death, personal injury or environmental damage; or (j) 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 Online Services is conditioned on your continued compliance with the terms of this Product 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**. In connection with the Online Services, Red Hat may provide you with access documentation and software code such as containers, operators, software development kits, or templates ("**Red Hat Content**") to use in connection with the Online Services. Red Hat Content does not include any Third Party Offerings. During the 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 permitted use of the Online Services. To the extent that components of Red Hat Content are distributed under an open source license, your use of such components is governed by the accompanying open source license. The terms of this Appendix are not intended to interfere with any rights you may receive under the applicable open source license.

3.4 **Third Party Offerings.** In connection with the Online Services, Red Hat may make available software, services, or operators to enable software 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. If you use the Online Services 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 Online Services. Red Hat and its licensors and vendors have no obligations or liability with respect to such third party or the Third Party Offerings. For clarity, Third Party Offerings do not constitute Red Hat Content or Online Services.

3.5 **APIs and ABIs.** You may use any documented application programming interfaces ("**APIs**") or application binary interfaces (**"ABIs")**, as disclosed in the documentation for the Online Services solely for the purpose of integrating your application or other tools with the Online Services 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 made by your application to the Online Services are compatible with then-current APIs or ABIs.

3.6 **Linking**. The Online Services 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.

3.7. **Open Source Assurance.** During the Subscription term, you are entitled to participate in the Red Hat Open Source Assurance Program, provided that, with respect to this Product Appendix only, the following terms in the Open Source Assurance Agreement are amended and replaced as follows: (a) "**Covered Software**" means 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 Online Services and (ii) you have active 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 or its affiliates or a Red Hat authorized Business Partner that entitles you to receive the Online Services described in this Product Appendix. 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 Trial Subscriptions, Technology Preview or other promotional or demonstration purposes.

3.8 **Usage Related Information.** In connection with use of the Online Services, information related to your usage 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 documentation.

4. **Your Content**

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 the Agreement and all applicable laws and regulations and you agree to promptly remove any of Your Content that violates the foregoing. You also have sole responsibility for the accuracy, quality, integrity, and ownership of all of Your Content. You represent and warrant (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 Online Services and (b) the use of Your Content by you, your Authorized Users and 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 all such use is lawful. You are prohibited from using the Online Services 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. You are responsible for maintaining licenses and permissions and adhering to all license terms or privacy laws and regulations 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 Product 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 Online Services.

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 Online Services, a worldwide, non-exclusive, royalty-free license to make, use, reproduce, distribute, import, perform and display Your Content solely in connection with providing the Online Services to you. Except as set forth in this Section 4.3, Red Hat obtains no rights in Your Content under this Product Appendix.

4.4 **Indemnification for Your Content**. You agree to indemnify and hold harmless Red Hat, Red Hat 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 or your Authorized Users' use of the Online Services, 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 or use by you or your Authorized Users of the Online Services 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 in Section 11.2 of the General Terms, that Section shall not limit liability under this Section 4.4.

4.5 **Your Feedback**. While using the Online Services, you may be asked to voluntarily provide comments or feedback ("**Feedback**").   You understand and agree that Red Hat may use any such Feedback for any purpose, including implementing the Feedback in future versions 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 Online Services 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 Online Services or Your Content: (i) poses a security risk generally or to any third party, (ii) adversely impacts the Online Services generally or the use of the Online Service by Red Hat or any third party, (iii) would subject Red Hat to liability or (iv) may result in violation of applicable laws or regulations; or (b) that you or one or your Authorized Users has materially breached the terms of the Agreement. Red Hat will endeavor to provide you with notice of the suspension under this section and to provide updates regarding resumption of Services following any such suspension.

5.2 **Termination**. Upon expiration or termination of the Online Services and except as otherwise permitted under this Product Appendix, any Exhibit, or applicable software license, you are not entitled to use, access or embed any Online Service or Red Hat Content, provided this is not intended to interfere with any rights you may have under any open source licenses. You are responsible for exporting Your Content from the Online Services prior to expiration or termination. For specific Online Services and subject to applicable fees, Red Hat may offer the ability to extract Your Content after expiration or termination except in the case of breach by you.

6. **Data Protection**

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 Online Services from unauthorized access. You will implement reasonable procedures and security

measures to protect Your Content as well as the privacy and legal rights of Your Authorized Users and any other individual's information. Without limiting the foregoing obligation, you are responsible where available and appropriate, to (a) use encryption technology to protect Your Content and in particular any personally identifiable information transmitted to and from, and while stored on, the Online Services; (b) keep any of your software used or running with the Online Services current with the latest security patches or updates; and (c) backup Your Content. 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 Online Services, you will not provide or give access to 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 Online 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. You will not use the Services for any purpose or in any manner involving "protected health information."

6.2 **Data Processing.** To the extent Red Hat processes Personal Data (as such term is defined in the Data Processing Addendum) disclosed by you as part of Your Content, Red Hat's Data Processing Addendum available at https://www.redhat.com/en/about/agreements (under the Product Appendices tab) will apply to the parties. Prior to providing Your Content (including any Personal Data), you will provide any required disclosures and appropriate notices and obtain any necessary consent from Authorized Users or any other individual whose Personal Data or other identifying information or content you will be using in connection with the Online Services. In order to provide certain aspects of the Online Services, such as administering Your Account or performing Support, it may be necessary for Red Hat to transfer information to its Affiliates, vendors or subcontractors located worldwide. If you provide your Authorized Users with access to Your Content in connection with the Online Services, 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, subcontractors or subprocessors and may be transferred between you and your vendors or subcontractors, which may be located worldwide.

6.3 **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 provide the minimum amount of information permissible when responding, based on a reasonable interpretation of the request.

6.4 **Other Privacy Terms.** Red Hat, its Affiliates, vendors, subcontractors 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. Where notice to or consent by the individual is required for such processing, you will notify and obtain such consent.

This Exhibit provides additional terms that apply to the Online Services listed below.

1. **Online Services.** Table 1 lists the Online Services managed by Red Hat, the applicable Unit and capacity or other parameters for each offering.
   ● "**API**" means a collection of application programming interface methods grouped together as one service in the product interface.
   ● "**API Call**" means one inbound message to your API backend server and a response from the server if applicable in all environments.
   ● "**Cluster**" means a group of connected computing resources or devices intended to work together.
   ● "**GPU**" means a graphical processing unit.
   ● "**vCPU**" means a CPU, in whole or in part, which is assigned to a virtual machine or container which contains or executes all or a portion of the Software or Services on which the Virtual Node is running.
   ● "**Virtual Node**" means an instance of the Services or Software executed, in whole or in part, on a virtual machine or in a container.
   ● "**Connector Instance**" means each instance of an application that connects Red Hat OpenShift Streams for Apache Kafka to a third-party system.

Table 1

Red Hat OpenShift Online Services	Units	Capacity Limitations & Other Parameters
Red Hat OpenShift Dedicated Platform Single Availability Zone	Cluster	3 control plane Virtual Nodes, 2 infrastructure Virtual Nodes, 4 worker Virtual Nodes.
Red Hat OpenShift Dedicated Platform Single Availability Zone (Customer Cloud Subscription)	Cluster	3 control plane Virtual Nodes, 2 infrastructure Virtual Nodes, 2 worker Nodes. Infrastructure Services must be purchased separately.
Red Hat OpenShift Dedicated Platform Multiple Availability Zone	Cluster	3 control plane Virtual Nodes, 2 infrastructure Virtual Nodes, 9 worker Virtual Nodes.
Red Hat OpenShift Dedicated Platform Multiple Availability Zone (Customer Cloud Subscription)	Cluster	3 control plane Virtual Nodes, 3 infrastructure Virtual Nodes, 3 worker 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 ("**vCPU & RAM package**").
Red Hat OpenShift Dedicated Additional Node (Customer Cloud Subscription)	Virtual Node	vCPU and RAM packageInfrastructure 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 IO	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 Virtual Node (Customer Cloud Subscription)	Virtual Node	vCPU and RAM package. Infrastructure Services must be purchased separately.
Red Hat OpenShift Service on AWS	Cluster / Virtual Node	vCPU & RAM package. Infrastructure Services must be purchased separately.
Red Hat OpenShift Dedicated Layered Online Services		
Red Hat OpenShift API Management	API Calls	Total number of API Calls on a daily basis. You must purchase a quantity of API Calls that can accommodate traffic spikes.
Red Hat OpenShift Data Science	vCPU, GPU	For On Demand Subscriptions, you pay for all Units based on usage. You must purchase equivalent Units as the underlying OpenShift Dedicated or Red Hat OpenShift on AWS Cluster. Infrastructure Services must be purchased separately.
Red Hat OpenShift Data Foundation Advanced Managed Service	vCPU	You must purchase an equivalent quantity of Units as the underlying Red Hat OpenShift Dedicated or Red Hat OpenShift on AWS Cluster. Infrastructure Services must be purchased separately.
Red Hat OpenShift Connectors	Connector Instance	Red Hat OpenShift Connectors provides access to a number of connectors that can be used to connect Red Hat OpenShift Streams for Apache Kafka to a third-party system. Connectors are priced by category and some Connectors may be free. You must have Red Hat OpenShift Dedicated or other identified OpenShift managed service and Red Hat OpenShift Streams for Apache Kafka in order to use Red Hat OpenShift Connectors. For On Demand Subscriptions, you pay per hour per Connector Instance.

Additional Online Services		
Red Hat OpenShift Streams for Apache Kafka	Cluster	For On Demand Subscriptions, you pay for all storage and data transfer usage. For prepaid Subscriptions each Red Hat OpenShift Streams for Apache Kafka Subscription comes with the ability to create up to 25 separate Clusters, and a predetermined amount of Gigabytes for storage and data transfer.
Red Hat OpenShift Streams for Apache Kafka Storage	Gigabytes	For On Demand Subscriptions, you pay for all storage based on usage. Each prepaid Subscription of Red Hat OpenShift Streams for Apache Kafka comes with 1000 GB of storage. Any storage above that amount will be invoiced on a monthly basis. Fees will apply to the extent your use and configuration requires additional storage, including for replication purposes.
Red Hat OpenShift Streams for Apache Kafka Data Transfer	Gigabytes	For On Demand Subscriptions, you pay for all data transfer based on usage. Each prepaid Red Hat OpenShift Streams for Apache Kafka Subscription comes with a predetermined amount of data transfer for both read and write. Any data transfer above that amount will be invoiced on a monthly basis. Applicable Fees will apply to the extent your use and configuration requires additional data transfers in and out of the Cluster, including for replication purposes.

1.2 Scope of Services. The Subscriptions above are offered only with Premium Support as set forth in Exhibit B. The scope of services for OpenShift Dedicated Online Services is further set forth at https://docs.openshift.com/dedicated/osd_policy/osd-service-definition.html. You acknowledge that the use and management of OpenShift Dedicated are a shared responsibility and agree to the accountability matrix set forth at: https://docs.openshift.com/dedicated/osd_policy/policy-responsibility-matrix.html.

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 must 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 that you or Your Authorized Users take, including but not limited to actions that may affect your use of the Customer Cloud Subscription or the Infrastructure Services, Online Service availability or data loss.

1.4 Cluster Administration Capability. Red Hat, at its discretion, may offer particular customers cluster administration rights for particular Online Services subject to specific conditions. You must not remove or replace any native Online Services components or any other component installed and managed by Red Hat. You will promptly report to Red Hat any flaws, security weaknesses, misconfigurations, or other vulnerabilities discovered in the Online Services cluster or Infrastructure Services, including any third party tools. You will submit such reports as described in the policy at https://access.redhat.com/security/team/contact. Such reports are Confidential Information of Red Hat unless Red Hat agrees otherwise in writing. If requested, you will 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 you or any of Your Authorized Users take relating to the Online Services or Your Account, including but not limited to actions that may affect Infrastructure Services, Online 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 performed by you**.** You are also responsible for any terms, conditions and fees associated with any third party components deployed by the software, not otherwise included in the Online Services.

1.6 Additional terms for Support for Red Hat OpenShift Streams for Apache Kafka or Red Hat OpenShift API Management. If you use Quarkus, CamelK, Camel Spring Boot, Camel Quarkus, or MirrorMaker2 on an OpenShift Online Service to build an application that accesses or calls an endpoint on Red Hat OpenShift Streams for Apache Kafka or Red Hat OpenShift API Management, Red Hat will provide Support (subject to Exhibit B) for such use. Support also includes use of MirrorMaker2 on OpenShift Container Platform to access Red Hat OpenShift Streams for Apache Kafka. For clarity, Quarkus, CamelK, Camel Spring Boot, Camel Quarkus, and MirrorMaker2 do not constitute Red Hat Content or Online Services.

1.7 Additional terms for Red Hat OpenShift API Management. API Calls are purchased in increments based on a daily amount. Red Hat may throttle API Calls on a per minute basis. For example: if you purchased 1,000,000 daily API Calls, the per minute limit would be 1,000,000 divided by 1,440 minutes, rounded up to 695; in any minute that you reach 695 API Calls, any additional API Calls above that will be held until the next minute begins.

1.8 Additional terms for Support for Red Hat OpenShift Connectors. Support for Red Hat OpenShift Connectors does not include support for the third-party systems being connected to or Red Hat OpenShift Streams for Apache Kafka.

2. Red Hat 3scale API Management, Hosted. Table 2 lists the applicable Unit and any additional conditions. "**3Scale Account**" means additional account access to the Online Services.

Table 2

Online Service	Unit
Red Hat 3scale API Management, Hosted	API Calls on a daily basis in millions
Red Hat 3scale API Management Add On Account *	3Scale Account

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

2.1 Usage Conditions. You must purchase Subscriptions in amounts that can reasonably accommodate traffic spikes. Without limiting the foregoing obligation, Red Hat reserves the right to suspend the Online Services without notice if your API Calls volume exceeds 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 Online Service if your API Call volume exceeds 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.

2.2 Utilization Policy. Red Hat evaluates quota compliance on a monthly basis. If your actual API Calls exceed the purchased amount 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 Subscriptions. 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 Subscriptions.

3. Azure Red Hat OpenShift. If you purchase Red Hat Azure OpenShift from Microsoft ("**ARO**") you may be eligible for Support from Red Hat, as described in Exhibit B. In such a case where you contact Red Hat for Support from Red Hat, it will be provided subject to the Agreement, including this Product Appendix 4 (to the extent applicable). The terms of Exhibit B define the scope of Support. ARO is a Microsoft product offering, but if you seek Support 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 Terms. The following are the Support terms and conditions for the Online Services.

1.1   Support from Red Hat. Support consists of guidance on the use of, and problem diagnosis and bug fixes for, the Online Services when used for their intended purpose. To access and use Support, you must provide Red Hat with sufficient information to validate your Subscription. The scope of the Support is based on the level and type of Subscriptions you purchased. You are not permitted to use Trial Subscriptions for production purposes and Trial Subscriptions are only supported for the purpose of evaluating the suitability of the Subscriptions for your future purchase from Red Hat or through one of our authorized Business Partners.

1.2   Support Coverage. We do not provide Support for (a) advice on architecture, design, development or prototyping; (b) non-Red Hat online services 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 Contacts (defined below); (f) 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 the Online Services are dependent on. You are responsible for testing the Online Services and any Red Hat Content before deploying it in your environment and for providing assistance to your Authorized Users. 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 in accordance with the guidelines shown in Table A below. Support is 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 requests submitted outside Standard Business Hours will be handled once Standard Business Hours recommence.

1.4   Support Service Level Guidelines. Support is provided at the Premium service level, as further described at https://access.redhat.com/support/offerings/production/sla. 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.

1.5   Support Contacts. A "**Support Contact**" is a person that you authorize to open Support requests and engage with Red Hat support personnel. You may designate up to the number of contacts described based on the number of Subscriptions you have purchased for a particular offering as indicated in the tables below. We will provide Support to you solely by communicating with the Support Contact(s) you appoint. For Premium Support and in order to receive 24x7 coverage for Severity 1 and 2 issues, you must provide a dedicated Support Contact who will be available until the issue is resolved. You may change your designated Support Contacts with five day prior notification in writing. The Support Contacts should have "read and write" access to the necessary files, English language communication skills, and relevant technical knowledge.

Support Contacts for Red Hat Online Services (unless listed specifically in other tables below)

Number of Nodes, vCPU, GPU, or Clusters	Traffic Tiers and Number of Accounts	Number of Support Contacts
Up to 4	One Account up to 5 million API Calls / Day	2
5-10	One Account up to 10 million API Calls / Day	4
11-20	Two Accounts or up to 50 million API Calls / Day	6
21-50	Three Accounts or up to 150 million API Calls / Day	8
50 or more	Unlimited Accounts and API Calls	10

Support Contacts for Red Hat OpenShift Connectors

Number of Connector Instances	Number of Support Contacts
Any number of free Connector Instances	1
Up to 10 paid Connector Instances	2
11-20 paid Connector Instances	4
21-30 paid Connector Instances	6
31-50 paid Connector Instances	8
51 or more paid Connector Instances	10

1. **Maintenance.** Red Hat may perform periodic maintenance to the Online Services and to systems supporting them. If Red Hat expects planned maintenance to negatively affect the availability of the Online Services, we will send notice to the email address associated with Your Account or registered for notification from the Online Service portal and also post a notice at the respective Online Service portal. To receive notifications, you must ensure that Your Account and email address are accurately registered in the applicable Online Service portal. In addition, Red Hat may from time to time perform emergency unscheduled maintenance. 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 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 a Red Hat OpenShift Dedicated cluster managed by Red Hat.	• 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; • 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; • Any interruption caused by your Infrastructure Services or Third Party Offerings; • Any Service Suspension as defined in the Appendix; • Any outage with respect to Trial Subscriptions, Promotional Period or Technology Preview offerings; • Any lack of availability due to stress or penetration testing; and • With respect to any Red Hat OpenShift Dedicated Layered Online Services, unavailability of the underlying Red Hat OpenShift Dedicated cluster. • With respect to Red Hat OpenShift Connectors, unavailability of the third-party system or Red Hat OpenShift Streams for Apache Kafka to which the Connector is connected
Red Hat 3scale API Management, Hosted	No availability to the service management API, which acts as the cloud authorization service for API requests.	
Red Hat OpenShift Service on AWS	No availability to the cluster's API endpoint for a Red Hat OpenShift Service on AWS cluster.	
Red Hat OpenShift API Management	No availability to the service management API, which acts as the cloud authorization service for API requests.	
Red Hat OpenShift Streams for Apache Kafka	No client access to the Red Hat OpenShift Streams for Apache Kafka cluster.	
Red Hat OpenShift Data Science	No availability to the Red Hat OpenShift Data Science dashboard.	
Red Hat OpenShift Connectors	A Connector Instance that had previously been successfully configured and running is unable to send or retrieve data to or from a third-party system.	

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 Subscription term falls below 99.95% and you have complied with the terms of the Agreement 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 same Online Service in 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 for the 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 Online Services did not meet the Monthly Availability, but no later than the end of the next calendar month. 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 Trial 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 Section 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.