

PLEASE READ THIS EXHIBIT CAREFULLY BEFORE INSTALLING OR USING RED HAT PRODUCTS AND SERVICES. BY CLICKING ACCEPTANCE TO THIS AGREEMENT OR INSTALLING OR USING RED HAT PRODUCTS OR SERVICES ON A VENDOR'S CLOUD (DEFINED BELOW), YOU SIGNIFY ASSENT TO THIS EXHIBIT. IF YOU ARE ACTING ON BEHALF OF AN ENTITY, THEN YOU REPRESENT THAT YOU HAVE THE AUTHORITY TO ENTER INTO THIS EXHIBIT ON BEHALF OF THAT ENTITY. IF YOU DO NOT ACCEPT THE TERMS OF THIS EXHIBIT, THEN YOU MUST NOT INSTALL OR USE RED HAT SOFTWARE AND SERVICES IN A CLOUD ENVIRONMENT.

This is an Exhibit to the Red Hat internal use software subscription agreement, typically called the Enterprise Agreement, (including applicable appendices) between you or your company ("You") and Red Hat, Inc. ("Red Hat") that governs the terms of Your Red Hat Software Subscriptions (the "Agreement"). You, as the purchaser or user of Red Hat Software Subscriptions, accept the terms of this Exhibit with respect to Red Hat Software Subscriptions that are used in a Cloud environment as described below.

## 1. Background

This Exhibit establishes the terms and conditions under which you may use Software Subscriptions in a Vendor's Cloud, which are in addition to the terms provided by the Vendor. "Vendor" means the Red Hat authorized third party from which you purchased Cloud services and who is authorized by Red Hat to participate in this Cloud Access Program. "Cloud" means a Vendor's hosted computing infrastructure of shared resources that provides virtual machines to end users on an on-demand basis. When we use a capitalized term in this Cloud Access Exhibit without defining it, the term has the meaning defined in the Agreement and its Appendices.

## 2. Transfer of Software Subscriptions

### 2.1 Eligible Subscriptions.

You may use certain eligible Software Subscriptions (as set forth at [www.redhat.com/solutions/cloud/access](http://www.redhat.com/solutions/cloud/access)) ("Eligible Subscriptions") for use in a Vendor's Cloud under the terms set forth in this Exhibit ("Cloud Access"). Without limiting the criteria for Eligible Subscriptions, a Software Subscription is not an Eligible Subscription if such Subscription (a) includes production support services provided by a Red Hat Business Partner (where the Business Partner provides support to you rather than Red Hat), (b) is purchased through a Red Hat Academic Program and/or (c) is a Not For Resale (NFR) or evaluation subscription. Only Software Subscriptions that include Production Support provided by Red Hat are eligible if they meet the other criteria for Eligible Subscriptions. Certain software components or functionality of the Software contained in the original Software Subscription (or Add-on Subscription) may not be available or supported when used in the Vendor's Cloud.

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

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

2.4 You consent to the Vendor reporting to Red Hat on your usage of the Red Hat Software Subscriptions (whether Software or Services) in the Cloud.

2.5 You agree that the number of simultaneous BYOS Units in the Vendor Cloud will not exceed the number of transferred or purchased Eligible Subscriptions.

2.6 The transfer of Software Subscription(s) to Cloud Access does not change the start date nor the duration of the original Software Subscription(s) and once your Software Subscription expires, your access to the Software Subscription in the Vendor's Cloud will cease, unless otherwise renewed.

## 3. Services

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

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

**3.3 Production Support.** Production Support for the Software Subscriptions that are migrated to a Vendor Cloud under Cloud Access will be provided to you by Red Hat pursuant to the terms of the original Software Subscription.

**4. License**

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

**5. Reporting and Inspection**

If you use the Software and/or Services outside the Vendor's Cloud, you agree to pay Red Hat the applicable fees for each Unit on which you use the Software as set forth in the Agreement, Appendix 1. You will promptly notify Red Hat and Red Hat will invoice you for each Unit on a pro-rata basis and you will pay for such Units within thirty (30) days of the date of invoice. Failure to comply with this Section 5 will be considered a material breach of this Agreement, and will entitle Red Hat and/or Vendor to suspend the Services or terminate this Agreement.

**6. Term and Termination**

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