RED HAT
ENTERPRISE AGREEMENT
EMEA

PLEASE READ THIS AGREEMENT CAREFULLY BEFORE PURCHASING AND/OR USING SOFTWARE OR SERVICES FROM RED HAT. BY USING RED HAT SOFTWARE OR SERVICES, CLIENT SIGNIFIES ITS ASSENT TO AND ACCEPTANCE OF THIS AGREEMENT AND ACKNOWLEDGES IT HAS READ AND UNDERSTANDS THIS AGREEMENT. AN INDIVIDUAL ACTING ON BEHALF OF AN ENTITY REPRESENTS THAT HE OR SHE HAS THE AUTHORITY TO ENTER INTO THIS AGREEMENT ON BEHALF OF THAT ENTITY. IF CLIENT DOES NOT ACCEPT THE TERMS OF THIS AGREEMENT, THEN IT MUST NOT USE RED HAT SOFTWARE OR SERVICES. This Agreement incorporates those appendices at the end of this Agreement.

This Red Hat Enterprise Agreement, including all referenced appendices and documents located at URLs (the "**Agreement**"), is between Red Hat Limited ("**Red Hat**") and the purchaser or user of Red Hat software and services who accepts the terms of this Agreement ("**Client**"). The effective date of this Agreement ("**Effective Date**") is the earlier of the date that Client signs or accepts this Agreement or the date that Client uses Red Hat's software or services.

1.   Scope of Agreement

1.1   Framework. This Agreement establishes a framework that will enable Red Hat to provide Software and Services to Client. "Software" means Red Hat Enterprise Linux, JBoss Enterprise Middleware and other software programs branded by Red Hat, its Affilliates and/or third parties including all modifications, additions or further enhancements delivered by Red Hat. The specific services (the "Services") and/or Software that Red Hat will provide to Client will be described in an Order Form, signed by the parties or otherwise accepted by Red Hat, which may consist of (a) one or more mutually agreed order forms, statements of work, work orders or similar transaction documents, or (b) an order placed by Client through Red Hat's online store accessible from a Red Hat website. The parties agree that the terms of this Agreement will govern all purchases and use by Client of Software and Services unless otherwise agreed by the parties in writing.

1.2   Affiliates. Red Hat and Client agree that Affiliates of Client may acquire Software and Services from Red Hat or its Affilliates by entering an Order Form with Red Hat (or a Red Hat Affiliate) that incorporates the terms and conditions of this Agreement. The parties acknowledge that adjustments to the terms of this Agreement may be made in a particular Order Form (for example, to address disparate tax and/or legal regimes in other geographic regions). "Affiliate" means an entity that owns or controls, is owned or controlled by, or is under common control or ownership with a party, where "control" is the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of an entity, whether through ownership of voting securities, by contract or otherwise.

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

2.   Obligations of the Parties

2.1   On-Site Obligations. If Red Hat personnel are working on Client's premises (a) Client will provide a safe and secure working environment for Red Hat personnel, and (b) Red Hat will comply with all reasonable workplace safety and security standards and policies, applicable to Client's employees, of which Red Hat is notified in writing by Client in advance.

2.2   Changes to Work and Delays. Changes to the Services will be made only through a written change order signed by both parties. In the event that (a) Client fails to timely fulfill its obligations under an Order Form, and this failure adversely impacts the provision of Services, or (b) events outside of either party's reasonable control cause a delay in or otherwise affect Red Hat's ability to perform its obligations under an Order Form, Red Hat will be entitled to appropriate relief, including adjusting the timing of its delivery of applicable Services.

2.3   Assistance. Client may provide Red Hat access to Client information, systems, and software ("Client Information"), and resources such as workspace, network access, and telephone connections as reasonably required by Red Hat in order to provide the Services. Client understands and agrees that (a) the completeness, accuracy of, and extent of access to, any Client Information provided to Red Hat may affect Red Hat's ability to provide Services, and (b) if reasonable access to Client Information is not provided, Red Hat will be relieved from providing any Services dependent upon such access. Client will obtain any third party consents necessary to grant Red Hat access to the Client Information that is subject to the proprietary rights of, or controlled by, any third party, or which is subject to any other form of restriction upon disclosure.

3.   Payment

3.1   Fees and Expenses. Fees for the Services (the "Fees") will be identified in an Order Form and are (a) due upon Red Hat's acceptance of an Order Form or, for renewal of Services, at the start of the renewal term, and (b) payable in accordance with Section 3.2. Fees are stated in Pounds Sterling, must be paid in Pounds Sterling, and, unless otherwise specified in writing, do not include out-of-pocket expenses, customs, duties or shipping costs. Client will reimburse Red Hat for all reasonable expenses Red Hat incurs in connection with the performance of Services. Client agrees to pay Red Hat the applicable Fees for each Unit. "Unit" is the measurement of Software or Service usage defined in the applicable Order Form. Any renewal of Subscription Services will be at the same price per Unit listed in the applicable Order Form. "Subscription Services" mean fee-bearing subscriptions for a defined period of time for a certain scope of Services.

3.2 Invoices

3.2.1 If Client desires credit terms with respect to the payment of Fees, Client will reasonably cooperate with Red Hat in establishing and periodically re-confirming Client's credit-worthiness. If credit terms are provided to Client, Red Hat will invoice Client for the Fees upon Red Hat's acceptance of the applicable Order Form and upon acceptance of any future order. Unless otherwise specified in an Order Form and subject to Red Hat's approval of credit terms, Client will pay Fees and expenses, if any, no later than thirty (30) days from the date of each invoice; provided, however, that Fees for professional services, training, training credits and other service credits are due prior to delivery. Except as otherwise provided in this Agreement, any and all payments made by Client pursuant to this Agreement are non-refundable. Red Hat reserves the right to suspend or cancel performance of all or part of the Services and/or change its credit terms if actual payment has not been received within thirty (30) days of the invoice date.

3.2.2 If Client is paying by credit card, Client (a) authorizes Red Hat to charge Client's credit card for the Services and for the amount due at the time of renewal of Subscription Services, and (b) agrees to provide updated credit card information to Red Hat for renewal purposes.

3.3 Taxes. All Fees are exclusive of Taxes. Client will pay Red Hat an amount equal to any Taxes arising from or relating to this Agreement or an applicable Order Form which are paid by or are payable by Red Hat. "Taxes" means any form of sales, use, value added or other form of taxation and any fines, penalties, surcharges or interest, but excluding any taxes based solely on the net income of Red Hat. If Client is required to withhold or deduct any portion of the payments due to Red Hat, Client will increase the sum payable to Red Hat by the amount necessary so that Red Hat receives an amount equal to the sum it would have received had Client made no withholdings or deductions.

4. License and Ownership

4.1 Software. Each type of Software is governed by a license grant or an end user license agreement, which license terms are contained or referenced in the appendices to this Agreement or the applicable Order Form.

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

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

5. Reporting and Inspection

5.1 Reporting. Client will notify Red Hat (or the Business Partner from whom Client purchased Software or Services) promptly if the actual number of Units of Software or Services utilised by Client exceeds the number of Units for which Client has paid the applicable Fees. In its notice, Client will include the number of additional Units and the date(s) on which such Units were first utilised. Red Hat (or the Business Partner) will invoice Client for the applicable Services for such Units and Client will pay for such Services no later than thirty (30) days from the date of invoice.

5.2 Inspection. During the term of this Agreement and for one (1) year thereafter, Red Hat or its designated agent may inspect Client's facilities and records to verify Client's compliance with this Agreement. Any such inspection will take place only during Client's normal business hours and upon no less than ten (10) days prior written notice from Red Hat. Red Hat will give Client written notice of any non-compliance, including the number of under-reported Units of Software or Services, and Client will have fifteen (15) days from the date of this notice to make payment to Red Hat for the applicable Services provided with respect to the underreported Units. If Client under-reports the number of Units utilised by more than five percent (5%) of the number of Units for which Client paid, Client will also pay Red Hat for the cost of such inspection.

6. Term and Termination

6.1 Term and Termination of Agreement. The term of this Agreement will begin on the Effective Date and will terminate at the expiration of ninety (90) days following written notice of termination given by one party to the other. Termination of this Agreement will not operate to terminate any Order Form and the terms and conditions of this Agreement will continue in full force and effect to the extent necessary to give effect to any Order Form in effect at the time of termination of this Agreement and until such time as the applicable Order Form expires or is terminated in accordance with Section 6.2 below.

6.2 Term and Termination of Order Form

6.2.1 The term of an Order Form begins on the date the Order Form is executed ("Order Form Effective Date") and continues for the term stated in the Order Form. Thereafter, the term for Subscription Services will automatically renew for successive terms of one (1) year each, unless either party gives written notice to the other of its intention not to renew at least sixty (60) days before the commencement of the next renewal term. Client must use any other Services set forth in an Order Form during the term specified in the Order Form or within one (1) year of the Order Form Effective Date, whichever is shorter; if unused, such Services will be forfeited.

6.2.2 If Client or Red Hat materially breaches the terms of an Order Form, and such breach is not cured within thirty (30) days after written notice of the breach is given to the breaching party, then the other party may, by giving written notice of termination to the breaching party, terminate the applicable Order Form and/or this Agreement; provided, however, that no cure period will be required for a breach of Section 9 of this Agreement. The termination of an individual Order Form will not terminate any other Order Form or this Agreement unless otherwise specified in the written notice of termination. Without prejudice to any other right or remedy of Red Hat, in the event either party terminates an Order Form, Client will pay Red Hat (or the Business Partner from whom Client purchased such Software or Services) for all Services provided up to the effective date of termination.

6.3 Survival. If this Agreement or an Order Form is terminated for any reason, Sections 3, 4, 5.2, 6.3, 7, 8, 9, 10.2, 12, 13.1, and 13.5-13.15 of this Agreement (as the same are incorporated into each Order Form) will survive such termination.

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

8. Limitation of Liability and Disclaimer of Damages

8.1 Limitation of Liability. FOR ALL EVENTS AND CIRCUMSTANCES, RED HAT'S AND ITS AFFILIATES' AGGREGATE AND CUMULATIVE LIABILITY ARISING OUT OF OR RELATING TO THIS AGREEMENT AND ALL ORDER FORMS, INCLUDING WITHOUT LIMITATION ON ACCOUNT OF PERFORMANCE OR NON-PERFORMANCE OF OBLIGATIONS, REGARDLESS OF THE FORM OF THE CAUSE OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING, WITHOUT LIMITATION, NEGLIGENCE), STATUTE OR OTHERWISE WILL BE LIMITED TO DIRECT DAMAGES AND WILL NOT EXCEED THE GREATER OF THIRTY THOUSAND POUNDS STERLING (£30,000) OR THE AMOUNT THAT CLIENT PAID (OR IS PAYABLE) TO RED HAT UNDER THE MOST APPLICABLE ORDER FORM GIVING RISE TO LIABILITY DURING THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE FIRST EVENT GIVING RISE TO LIABILITY.

8.2 Disclaimer of Damages. AND NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS AGREEMENT OR ANY ORDER FORM, IN NO EVENT WILL RED HAT OR ITS AFFILIATES BE LIABLE TO CLIENT OR ITS AFFILIATES FOR: ANY CLAIM BASED UPON A THIRD PARTY CLAIM; ANY INCIDENTAL, CONSEQUENTIAL, SPEICAL, INDIRECT, EXEMPLARY OR PUNITIVE DAMAGES, WHETHER ARISING IN CONTRACT, TORT (INCLUDING NEGLIGENCE OR BREACH OF STATUTORY DUTY), MISREPRESENTATION OR OTHERWISE; OR FOR ANY DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT AND/OR ANY ORDER FORMS FALLING WITHIN THE FOLLOWING CATEGORIES:

    (A)   LOSS OF DATA;
    (B)   LOSS OF PROFITS;
    (C)   LOSS OF SAVINGS;
    (D)   LOSS OR INTERRUPTION OF SERVICE;
    (E)   LOSS OF BUSINESS OR ANTICIPATORY PROFITS;
    (F)   LOSS OF USE OR DOWNTIME;
    (G)   LOSS OF OR CORRUPTION TO DATA OR OTHER INFORMATION OR LOSS OR DAMAGE TO SOFTWARE

    EVEN IF RED HAT OR ITS AFFILIATES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS AND/OR DAMAGE.

8.3 Disclaimer of Direct Damages. FOR THE AVOIDANCE OF DOUBT, THE TYPES OF LOSS AND/OR DAMAGE SPECIFIED IN SECTION 8.2(A) TO (G) INCLUSIVE SHALL NOT CONSTITUTE DIRECT LOSS FOR THE PUPROSES OF THIS AGREEMENT AND/OR ANY ORDER FORM.

8.4 No Exclusion or Limitation of Liability. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT AND/OR ANY ORDER FORM, RED HAT DOES NOT EXCLUDE OR LIMIT LIABILITY FOR (A) PERSONAL INJURY OR DEATH TO THE EXTENT THAT SUCH INJURY OR DEATH RESULTS FROM THE NEGLICENCE OR WILLFUL DEFAULT OF RED HAT, ITS AGENTS, SERVANTS, AFFILIATES, OR SUBCONTRACTORS; (B) ANY BREACH OF THE OBLIGATIONS OR WARRANTIES IMPLIED PURSUANT TO SECTION 12 OF THE SALE OF GOODS ACT 1979 OR SECTION 2 OF THE SUPPLY OF GOODS AND SERVICES ACT 1982; AND/OR (C) ANY FRAUDULENT MISREPRESENTATION UPON WHICH THE CLAIMING PARTY CAN BE SHOWN TO HAVE RELIED.

9. Confidentiality

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

disclosure and subsequently set forth in writing, marked confidential, and sent to the Recipient within thirty (30) days following the oral disclosure.

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

10. Representations and Warranties

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

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

11. Open Source Assurance Program
For Software that is Red Hat branded, purchases under this Agreement may entitle Client to participate in Red Hat's Open Source Assurance Program which is described at http://www.redhat.com/rhel/details/assurance/. The terms for this optional program are subject to a separate agreement which can be viewed at http://www.redhat.com/legal/open_source_assurance_agreement.html.

12. Governing Law/Consent to Jurisdiction
This Agreement (and all Order Forms) and any dispute or claim arising out of or in relation to or in connection with it is governed by, and will be construed in accordance with, English law, without giving effect to the United Nations Convention on Contracts for the International Sale of Goods. Each party irrevocably agrees that the courts of England and Wales will have exclusive jurisdiction to settle any dispute or claim that arises from or in connection with this Agreement (and all Order Forms).

13. Miscellaneous

13.1 Notices. Notices must be in English, in writing, and will be deemed given when delivered by hand or five (5) days after being sent using a method that provides for positive confirmation of delivery to the respective addresses or facsimile numbers indicated in an Order Form; provided that any notice from Client to Red Hat includes a copy sent to: Red Hat, Inc., Attention: General Counsel, 1801 Varsity Drive, Raleigh, North Carolina 27606; Facsimile: (919) 754-3704.

13.2 Assignment. This Agreement is assignable by either party only with the other party's prior written consent, which will not be unreasonably withheld, conditioned or delayed; provided, however, either party may, upon written notice and without the prior approval of the other party, (a) assign this Agreement to an Affiliate as long as the Affiliate has sufficient credit to satisfy its obligations under this Agreement and the scope of Service is not affected; and (b) assign this Agreement pursuant to a merger or a sale of all or substantially all of such party's assets or stock.

13.3 Independent Contractor. Red Hat is an independent contractor and nothing in this Agreement or related to Red Hat's performance of any Order Form will be construed to create an employment or agency relationship between Client (or any Client personnel) and Red Hat (or any Red Hat personnel). Each party will be solely responsible for supervision, direction, control and payment of its personnel, including applicable taxes, deductions, other payments and benefits. Red Hat may subcontract Services under an Order Form to third parties or Affiliates without the approval of Client; provided, however, that (a) subcontractors agree to protect Client Confidential Information, and (b) Red Hat remains responsible to Client for performance of its obligations hereunder.

13.4 Force Majeure. Neither party will be liable for any failure to perform its obligations or delays in performance (except of obligations to pay money) caused by acts of God, wars, riots, strikes, fires, floods, hurricanes, earthquakes, government restrictions, terrorist acts or other causes beyond its reasonable control.

13.5 Non-solicitation. Client agrees not to solicit or hire any personnel of Red Hat involved with the delivery of Services in connection with any Order Form during the term of and for twelve (12) months after termination or expiration of such Order Form; provided that Client may hire an individual employed by Red Hat who, without other solicitation, responds to advertisements or solicitations aimed at the general public.

13.6 Export and Privacy. Red Hat may supply Client with technical data that is subject to export control restrictions. Red Hat will not be responsible for compliance by Client with applicable export obligations or requirements for this technical data. Client agrees to comply with all applicable export control restrictions. If Client breaches this Section 13.6 or the export provisions of an applicable end user license agreement for the Software, or any provision referencing these sections, Red Hat may terminate this Agreement and/or the applicable Order Form and its obligations thereunder without liability to Client. Client acknowledges and agrees that to provide the Services, it may be necessary for Client Information to be transferred between Red Hat, its Affiliates, Business Partners and/or subcontractors, which may be located worldwide.

13.7 Dispute Resolution. Each party agrees to give the other a written description of any problem(s) that may arise and to make a good faith effort to amicably resolve any such problem before commencing any proceeding. Notwithstanding the foregoing, either party may take any action reasonably required to protect such party's rights. No claim or action, regardless of form, arising out of this Agreement or an Order Form may be brought by either party more than one (1) year after the cause of action has accrued.

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

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

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

13.11 Complete Agreement. Each Order Form (a) is a separate agreement and is deemed to incorporate this Agreement, unless otherwise expressly provided in that Order Form; (b) constitutes the exclusive terms and conditions with respect to the subject matter of that Order Form, notwithstanding any different or additional terms that may be contained in the form of purchase order or other document used by Client to place orders or otherwise effect transactions under this Agreement; and (c) represents the final, complete and exclusive statement of the agreement between the parties with respect thereto, notwithstanding any prior written agreements or prior and contemporaneous oral agreements with respect to the subject matter of the Order Form. In the event of any conflict between this Agreement, any Order Form and any end user license agreement for Software, this Agreement will take precedence unless otherwise expressly provided in the Order Form. Notwithstanding any provision to the contrary in this Agreement, any applicable end user licence agreement will be governed by the laws of the State of New York and of the United States, without regard to any conflict of laws provisions. Any claim relating to the provision of the Services by Red Hat, its Affiliates or their respective personnel will be made against Red Hat Limited, alone. The parties have not relied upon, and will have no remedy in respect of, any warranty, statement, representation or understanding made by any party (whether or not that party is a party to this Agreement) unless it is expressly set out in this Agreement. Nothing in this Agreement will restrict either party's liability for fraudulent misrepresentation.

13.12 Amendment. Neither this Agreement nor any Order Form may be amended or modified except in a writing signed by the parties, which writing makes specific reference to this Agreement or the applicable Order Form.

13.13 Counterparts and Facsimile Signature. In the event this Agreement is executed with signatures, this Agreement may be executed in counterparts, each of which will be deemed an original and all of which will constitute one and the same document. The parties may exchange signature pages by facsimile and such signatures will be effective to bind the parties to all the terms contained in this Agreement.

13.14 Third Party Rights. Except for the parties Affiliates as expressly provided in this Agreement and, to the extent that rights are conferred on Business Partners pursuant to Sections 5.1 and 6.2.2, Business Partners, a person who is not a party to this Agreement will have no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any terms of this Agreement. This Section does not affect any right or remedy of any person which exists, or is available, other than pursuant to that Act.

13.15. Further Assurance. Client will, at the request and cost of Red Hat, use all reasonable endeavours to do or procure the doing of all such further acts and execute or procure the valid execution of all such documents, as may from time to time be necessary in Red Hat's reasonable opinion to give full effect to this Agreement and to vest in Red Hat the full benefit of the rights and benefits to be transferred to it under this Agreement.

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

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

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

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

1. Subscription Services – An Overview

1.1 **Subscription Units:** We charge you a fee for our Subscription Services based on the total number of Units of Software or other Red Hat Products that you deploy, install, use or execute (as described more fully in Tables 1.4, 1.5 and 1.6 below and elsewhere in the Appendix). For example, Software Subscriptions for Red Hat Enterprise Linux Server are priced based on the number and other characteristics of Systems (e.g. Socket-pairs, Virtual Guests, etc.) on which you install the Software, while Software Subscriptions for JBoss Enterprise Application Platform are priced based on the number of Cores running that Software, in a range called a Core Band. **"Red Hat Products"** refers collectively to the Software Subscriptions, Support Subscriptions and Management Subscriptions listed in Tables 1.4, 1.5 and 1.6. Note that Red Hat Products do not include generally available open source projects such as www.jboss.org, www.fedoraproject.org and/or other community projects.

1.2 **Use of Software and Subscription Services:** While you have subscriptions entitling you to receive Subscription Services for a Red Hat Product, you are required to purchase Subscription Services in a quantity equal to the total number of Units of that Red Hat Product (including variants or components thereof) that you deploy, install, use or execute. In addition, if you are using Subscription Services to support or maintain a Red Hat Product and/or non-Red Hat Product, then you are required to purchase Subscription Services for each instance of such Red Hat Product and/or non-Red Hat Product for which you use Subscription Services. In addition, the Agreement (including pricing) is premised on our understanding that you will use the Subscription Services and Software only for your internal use (which includes Affiliates). For a given Software Subscription, you may migrate from one Unit to another Unit with the same Subscription Services characteristics (such as from one on-premise System to another on-premise System) without the purchase of additional Software Subscriptions, provided that you do not increase the quantity of Units or other Software Subscription characteristics (such as the number of Socketpairs, Virtual Guests or vCPUs). Distributing the Software or any portion of the Subscription Services to a third party or using any of the Subscription Services for the benefit of a third party is a material breach of the Agreement even though the open source license applicable to individual software packages may give you the right to distribute those packages (and this Appendix is not intended to interfere with your rights under those individual licenses). The foregoing sentence is not intended to limit your internal use of the Software to run a web site and/or to offer your own software as a service, provided such a web site or service (a) does not include a distribution of the Software or Subscription Services, and (b) provides a material value added application or service other than the Software or Subscription Services. The Subscription Services may be used under the terms of this Appendix by third parties acting on your behalf, such as contractors, subcontractors or outsourcing vendors; provided (i) you remain responsible for your obligations and for the activities and omissions of such third parties and (ii) you obtain Red Hat's written consent before you migrate your Software Subscriptions off of your premises and, in the case of a migration to a third party cloud or hosting provider, you agree to the terms of Red Hat's Cloud Access program as set forth in Exhibit 1.H. Any unauthorized use of the Subscription Services is a material breach of the Agreement, such as (a) only purchasing or renewing Subscription Services based on some, but not all, of the total number of Units of Red Hat Software or other Red Hat Product that you deploy, install, use or execute, (b) providing Software Access or Software Maintenance (each defined below) to third parties, (c) using Software Access, Software Maintenance, Production Support and/or Development Support (each defined below) to provide support to third parties, (d) using Subscription Services in connection with any redistribution of Software, or (e) using Subscription Services to support or maintain any non-Red Hat Software products. For the purposes of this paragraph (for example, in calculating the total number of Units of Software), Software would include versions or copies that have the Red Hat trademark(s) and/or logo file(s) removed. The licenses that are applicable to the individual open source software packages are perpetual (subject to your compliance with their terms), but the other benefits of a Software Subscription will expire if not renewed.

1.3 **Subscription Start Date:** Unless otherwise agreed in an Order Form, the Subscription Services will begin on the date you purchase the Subscription Services.

1.4 **Software Subscriptions**

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

Software Access: Access to the Software.

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

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

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

Descriptions of Red Hat Software Subscriptions: Table 1.4 below lists the Software Subscriptions offered by Red Hat, the Unit description that is used to measure your use of each Software Subscription and a link to the End User License Agreement that governs your use of the Software. Be sure to read the information contained at the links in Table 1.4 below so that you understand your rights and obligations. The Exhibits listed in Table 1.4 contain additional information concerning the scope of the Software Subscriptions and how Red Hat provides Subscription Services to you.

Table 1.4

Software Subscription	Unit Description (used to measure your use of Software Subscriptions) and End User License Agreement	Exhibit Containing Additional Terms
Red Hat Enterprise Linux Server Red Hat Enterprise Linux for HPC Compute Nodes Red Hat Enterprise Linux for HPC Head Nodes Red Hat Enterprise Linux for Grid Node Red Hat Enterprise Linux for IBM POWER Red Hat Enterprise Linux for SAP Business Applications Red Hat Enterprise Linux Server Add-Ons: 　High Availability 　Load Balancer 　Resilient Storage 　Scalable File System 　Smart Management (requires RHN Satellite) 　Extended Update Support 　Extended Life Cycle Support 　High Performance Network Red Hat MRG Real-time Red Hat Enterprise Linux Desktop Red Hat Enterprise Linux Workstation	**System:** a system on which you install or execute all or a portion of the Software. A System includes each instance of the Software installed or executed on, without limitation, a server, work station, laptop, virtual machine, blade, node, partition, appliance or engine, as applicable. **Note:** Additional terms regarding virtualization, disaster recovery, academic offerings and supported use cases, which may affect the types or quantities of Software Subscription you purchase, are discussed in Exhibit 1.A. **End User License Agreement:** www.redhat.com/licenses/rhel_rha_eula.html	1.A
Red Hat Enterprise Linux for IBM System z	**IFL**: an IFL, or an Integrated Facility for Linux, is a mainframe CPU dedicated to Linux workloads. **End User License Agreement:** www.redhat.com/licenses/rhel_rha_eula.html	1.A
Red Hat Enterprise MRG Platform Red Hat Enterprise MRG Execute Node	**Socket:** a socket occupied by a CPU on a System where a **"System"** is a system on which you install or execute all or a portion of the Software. A System includes each instance of the Software installed or executed on, without limitation, a server, work station, laptop, virtual machine, blade, node, partition, appliance or engine, as applicable. **End User License Agreement:** www.redhat.com/licenses/rhel_rha_eula.html	1.A
Red Hat Enterprise MRG Messaging	**Core Band:** a group of processing cores (16 or 64), where a single "**Core**" is (a) a physical processing core located in a CPU or (b) a virtual processing core within a virtual machine, in each case, that contains or executes the Software.	1.A

Software Subscription	Unit Description (used to measure your use of Software Subscriptions) and End User License Agreement	Exhibit Containing Additional Terms
	End User License Agreement: www.redhat.com/licenses/rhel_rha_eula.html	
Red Hat Enterprise Virtualization for Servers	**CPU:** a physical central processing unit or other integrated circuit that executes instructions provided by the Software. **End User License Agreement:** For versions prior to 3.0: www.redhat.com/licenses/rhev_eula.html For versions 3.0 or later: www.redhat.com/licenses/rhel_rha_eula.html	1.A
Red Hat Enterprise Virtualization for Desktops	**System:** a system on which you install or execute all or a portion of the Software. A System includes each instance of the Software installed or executed on, without limitation, a server, work station, laptop, virtual machine, blade, node, partition, appliance or engine, as applicable. **End User License Agreement:** For versions prior to 3.0: www.redhat.com/licenses/rhev_eula.html For versions 3.0 or later: www.redhat.com/licenses/rhel_rha_eula.html	1.A
Red Hat Enterprise Linux Developer Suite	**System:** a system on which you install or execute all or a portion of the Software. A System includes each instance of the Software installed or executed on, without limitation, a server, work station, laptop, virtual machine, blade, node, partition, appliance or engine, as applicable. **End User License Agreement:** www.redhat.com/licenses/rhel_rha_eula.html	1.C
JBoss Enterprise Application Platform JBoss Enterprise Web Server JBoss Enterprise Web Server Plus JBoss Enterprise SOA Platform JBoss Enterprise Data Services Platform JBoss Enterprise Portal Platform JBoss Enterprise Portal Platform Site Publisher (powered by EXO) JBoss Enterprise BRMS JBoss Data Grid JBoss Enterprise Middleware add-on option: Management	**Core Band:** a group of processing cores (16 or 64), where a single "**Core**" is (a) a physical processing core located in a CPU or (b) a virtual processing core within a virtual machine, in each case, that contains or executes the Software running for Production Purposes. **End User License Agreement:** www.redhat.com/licenses/jboss_eula.html	1.B
JBoss Developer Studio	**System:** a system on which you install or execute all or a portion of the Software. A System includes each instance of the Software installed or executed on, without limitation, a server, work station, laptop, virtual machine, blade, node, partition, appliance or engine, as applicable. **End User License Agreement:** www.redhat.com/licenses/rhel_rha_eula.html www.redhat.com/licenses/jboss_eula.html	1.C
Red Hat Storage Server for On-premise	**System:** a system on which you install or execute all or a portion of the Software. A System includes each instance of the Software installed or executed on, without limitation, a server, work station, laptop, virtual machine, blade, node, partition, appliance or engine, as applicable. **End User License Agreement:** www.redhat.com/licenses/rhel_rha_eula.html	1.D
Red Hat Storage Server for Public Cloud	**Virtual Guest:** an instance of the Software that is executed or installed on a virtual machine. **End User License Agreement:** www.redhat.com/licenses/rhel_rha_eula.html	1.D, 1.H

1.5 **Support Subscriptions.** Table 1.5 below lists the Support Subscriptions offered by Red Hat and the Unit description that is used to measure your use of the Support Subscription(s). The Exhibits listed in Table 1.5 contain additional information concerning the scope of the Support Subscriptions and how Red Hat provides Subscription Services to you.

Table 1.5

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

1.6 **Management Subscriptions.** Table 1.6 below lists the Management Subscriptions offered by Red Hat, the Unit description that is used to measure your use of the Management Subscription(s) and a reference or link to the End User License Agreement that governs your use of the Software. Be sure to read the information contained at the links in Table 1.6 below so that you understand your rights and obligations. The Exhibits listed in Table 1.6 contain additional information concerning the scope of the Management Subscriptions and how Red Hat provides Subscription Services to you.

Table 1.6

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

Management Subscription	Unit Description (used to measure your use of Management Subscriptions) and End User License Terms	Exhibit Containing Additional Terms
Management	**End User License Terms** www.redhat.com/licenses/rhel_rha_eula.html	
Red Hat Network Monitoring Module	**Module:** an entitlement to monitor one System. **End User License Terms:** www.redhat.com/licenses/rhel_rha_eula.html	1.F
JBoss Operations Network	**Core Band:** a group of processing cores (16 or 64), where a single "**Core**" is (a) a physical processing core located in a CPU or (b) a virtual processing core within a virtual machine, in each case, that contains or executes the Software running for Production Purposes. **End User License Terms:** www.redhat.com/licenses/rhel_rha_eula.html	1.F
Red Hat Directory Server	**System:** a system on which you install or execute all or a portion of the Software. A System includes each instance of the Software installed or executed on, without limitation, a server, work station, laptop, virtual machine, blade, node, partition, appliance or engine, as applicable. **End User License Agreement:** www.redhat.com/licenses/rhel_rha_eula.html	1.F
CloudForms Red Hat Cloud with Virtualization Bundle Red Hat Hybrid IaaS Solution	**Module:** an entitlement to manage one System or one Virtual Guest using the CloudForms management tools. **End User License Terms:** www.redhat.com/licenses/rhel_rha_eula.html	1.G

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

2. **Production Support and Development Support Terms**

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

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

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

2.4 **Support from Business Partner.** Some clients obtain support for their Software Subscriptions from an authorized Red Hat Business Partner, in which case the Business Partner provides the support to the client rather than Red Hat. Sections 2.5 through 2.7 apply to you

only if you have purchased Subscription Services with Production Support provided by Red Hat. If you have purchased Subscription Services with support provided by a Business Partner, Sections 2.5 – 2.7 do not apply to you and you should work with your Business Partner to obtain support services.

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

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

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

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

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

2.7   **Service Level Guidelines.** Support is available in one or more of the following support levels, depending on the Red Hat Product: Self-support, Standard or Premium as shown in the table below. Software Access and Software Maintenance are generally provided to you through a Red Hat-hosted delivery portal, such as Red Hat Customer Portal, Red Hat Update Infrastructure ("RHUI"), Red Hat Network (**"RHN"**) and/or Customer Support Portal (collectively, "**Red Hat Portal**"). For Premium Support: (1) 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; and (2) after the Initial Response, Red Hat will provide status updates on the issue until (i) the issue is resolved; (ii) the issue is downgraded to a lower Severity Level (in which case status updates will be provided in accordance with the update guidelines applicable the new Severity Level); or (iii) the parties agree on an alternative update schedule.

Table 2.7

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

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

Note: The guidelines set forth in Table 2.7 do not apply to the Developer Support Subscriptions described on Exhibit 1.E.

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

1. **Unit of Measure and Purchasing Requirements for Red Hat Enterprise Linux Server**
   You must purchase the appropriate number and type of Software Subscription(s) for each System that deploys, installs, uses or executes Red Hat Enterprise Linux Server including variants such as Red Hat Enterprise Linux Server for HPC Compute Nodes, for Power and for SAP, based on (1) the number of Socket-pairs and Virtual Guests when the Unit is a System; or (2) the number of vCPUs when the Unit is a Virtual Guest.

   A "**Socket-pair**" is up to two sockets each occupied by a CPU on a System. A "**Virtual Guest**" is an instance of the Software that is executed or installed on a System that is a virtual machine. When you deploy a guest operating system in a virtualized environment, you are responsible for securing the required license rights for any third party operating systems or other software that you use. A "**vCPU"** is a Core (as defined in Appendix 1), in whole or in part, that is assigned to a Virtual Guest (aka virtual machine) that executes or processes code provided by the Software.

2. **Red Hat Enterprise Linux Server Add-Ons**
   Red Hat Enterprise Linux Server Subscriptions may be purchased with one or more add-on options ("**Add-On(s)**"). Add-Ons require a separate paid and active Software Subscriptions for each System running such Add-On. The Add-Ons include: High Availability, Load Balancer, Resilient Storage, Scalable File System, Smart Management (requires RHN Satellite), Extended Update Support, Extended Life Cycle Support and High Performance Network.

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

4. **Red Hat Enterprise Linux Server Use Cases**
   Subscription Services are provided for Software only when used for its supported purpose ("**Use Case**") in accordance with the terms of this Exhibit and Table 4 below.

Table 4

Software	Use Case
Red Hat Enterprise Linux Server Red Hat Enterprise Linux Server for Mainframe	Server computing, including delivery of services to other logical or physical client or server systems and the execution of multi-user applications. You may combine more than one Red Hat Enterprise Linux Server Software Subscription with the same type of support level on one System to increase the number of Virtual Guests, but may not combine Software Subscriptions to increase the number of Socket-pairs. You may not split or apply one Red Hat Enterprise Linux Software Subscription to two or more Systems.
Red Hat Enterprise Linux for IBM Power	Supports up to 15 logical partitions per System.
Red Hat Enterprise Linux for HPC Compute Nodes Red Hat Enterprise Linux for HPC Head Nodes	High performance computing ("**HPC**") that consists of a minimum set of four Systems that are networked and managed to perform compute-intensive workloads ("**cluster**") with all of the following characteristics: (a) the cluster is used for compute-intensive distributed tasks sent to individual compute nodes within the cluster, (b) the cluster works as a single entity or system on specific tasks by performing compute-intensive operations on sets of data (Systems running a database, web application, load balancing or file serving clusters are not considered HPC nodes), (c) the number of management or head nodes does not exceed one quarter of the total number of nodes in the cluster and (d) all compute nodes in the cluster have the same Red Hat Enterprise Linux configuration. When Red Hat Enterprise Linux for HPC Head Nodes (an optional Software Subscription for management of compute nodes) is combined with Red Hat Enterprise Linux for HPC Compute Nodes Software Subscriptions for the compute nodes in the same cluster, the compute nodes assume the Service Level Agreement ("**SLA**") of the Head Node.
Red Hat Enterprise Linux for Grid Nodes	A compute "**Grid**" means a minimum of fifty (50) Socket-pairs that are networked and managed to solve workloads with the following characteristics: (a) all the nodes in the group of systems have the same Red Hat Enterprise Linux configuration, (b) the group of systems is running a single application or is controlled by a single job scheduler, (c) the workloads are sent to the group of systems by a job scheduler, (d) the workloads are maintained in a single distributed application across the nodes in the group of systems, (e) the workloads are non-interactive, and (f) the production outage of the complete group of systems is defined as 30% of the nodes in the group of systems

Software	Use Case
	being unable to run the workload. The nodes in Grid are not running databases, web applications, load balancing, or file services.
Add-Ons: High Availability, Load Balancer, Resilient Storage, Scalable File System, Extended Update Support, Extended Life Cycle Support and High Performance Network	Only supported on active Standard and Premium level Red Hat Enterprise Linux Server Software Subscriptions.
Red Hat Enterprise Linux Server used as a Virtual Guest	Virtual Guests may be pooled or shared on any other System that has the same support level (Self-supported, Standard or Premium) of Software Subscription(s) for Red Hat Enterprise Linux Server, provided that (1) you do not exceed the total number of Virtual Guests associated with the underlying Software Subscriptions and (2) Software Subscriptions that include unlimited Virtual Guests can be shared only with Systems that have the same unlimited Virtual Guest Subscription(s). **Note:** When you use Red Hat Enterprise Virtualization or third party software as a host operating system or hypervisor, you must purchase separate Software Subscriptions for each host System running the Virtual Guest.
Red Hat Enterprise Linux for Disaster Recovery	Systems used intermittently for disaster recovery purposes such as systems receiving periodic backups of data from production servers, provided those disaster recovery systems have the same Service Levels as set forth in Appendix 1, Section 2.7.

5. **Red Hat Enterprise Virtualization for Servers Use Cases**
Subscription Services are provided for Red Hat Enterprise Virtualization for Servers only when used for its supported Use Case in accordance with the terms of this Exhibit and Table 5 below.

Table 5

Software	Use Case
Red Hat Enterprise Virtualization for Servers	Server computing on physical hardware solely to support virtual guests. Red Hat Enterprise Virtualization for Servers is designed to run and manage virtual guests and does not support user-space applications.

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

Table 6

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

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

Table 6.1

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

7. Red Hat Enterprise MRG

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

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

Table 7.1

Software	Use Case
MRG Messaging	Only systems running operating environments identified at www.redhat.com/mrg/hardware as MRG Messaging compatible will be supported.
MRG Realtime	Only systems running (a) operating environments identified at www.redhat.com/mrg/hardware as MRG Realtime compatible and (b) hardware systems identified as MRG Realtime certified at https://hardware.redhat.com will be supported.
MRG Platform	Only systems running operating environments identified at www.redhat.com/mrg/hardware as MRG Grid scheduler compatible will be supported.
MRG Execute Node	Only systems (a) running operating environments identified at www.redhat.com/mrg/hardware as MRG Execution Node compatible and (b) that are used as computing nodes managed by MRG Platform will be supported. Only supported on active Standard and Premium level Red Hat Enterprise Linux Server Software Subscriptions.

8. Red Hat Enterprise Linux – Academic Edition

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

Table 8

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

9. Production Support Contacts

For the Software Subscriptions described in this Exhibit, you may contact Red Hat through your designated Production Support Contacts. You may designate up to the number of contacts described in Table 9 below based on the number of Standard and Premium Software Subscriptions you have purchased. We will provide Subscription Services to you solely by communicating during the Hours of Coverage (set forth in Appendix 1, Table 2.7) with the individual Production 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.

Table 9

Number of Standard and Premium Software Subscriptions	Production Support Contacts
1 to 50	2
51 to 100	4
101 to 250	6
251 to 500	8
501 to 1000	10
1001 and over	12

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.

EXHIBIT 1.B
JBOSS ENTERPRISE MIDDLEWARE SOFTWARE SUBSCRIPTIONS

1. JBoss Enterprise Middleware Software Subscriptions

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

- Software Access for the JBoss Enterprise Middleware Software Subscription that you purchased (such as JBoss Enterprise Application Platform in the example above) and access to certain additional JBoss Enterprise Middleware software code (we refer to this additional code as the "**Supplemental JBoss Software**"), subject to the Supplemental JBoss Software Conditions described in Section 1.2 below;

- Production and Development Support for the JBoss Enterprise Middleware Software Subscription(s) product that you purchased (again, JBoss Enterprise Application Platform in the example above) but not for the Supplemental JBoss Software; and

- Software Maintenance for both the JBoss Enterprise Middleware Software Subscription product that you purchased and for the Supplemental JBoss Software, subject to the Supplemental JBoss Software Conditions below.

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

1.3 **JBoss Enterprise Middleware Management and Support Options.** JBoss Enterprise Middleware Subscriptions may be purchased (a) as stand-alone products or, in some cases, as managed offerings and (b) with either Standard or Premium Support.

1.4 **JBoss Enterprise Middleware Use Cases.** Subscription Services are provided for JBoss Enterprise Middleware Software Subscriptions only when used for its supported purpose ("**Use Case**") as set forth at: https://access.redhat.com/support/offerings/jboss/.

2. JBoss Enterprise Middleware Support Contacts

For the JBoss Enterprise Middleware Software Subscriptions described in this Exhibit, you may contact Red Hat through your designated Support Contacts. You may designate up to the number of contacts set forth in Table 2 below based on the number of Cores you have purchased. We will provide support to you solely by communicating during the Hours of Coverage (set forth in Appendix 1, Table 2.7) 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.

Table 2 - JBoss Enterprise Middleware Support Contacts

Number of Cores Purchased	Support Contacts
16	1
32	2
48	3
64	4
80	5
96	6
112	7
128	8
144	9
160 and over	10

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.

EXHIBIT 1.C
DEVELOPER SUBSCRIPTIONS

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

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

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

    Table 2

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

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

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

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

    Table 4

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

EXHIBIT 1.D
RED HAT STORAGE SERVER
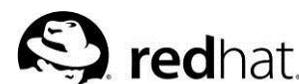
1. **Red Hat Storage Server**

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

2. **Red Hat Storage Server Use Cases**

   Each Red Hat Storage Server Subscription includes one Software Subscription to Red Hat Enterprise Linux Server and the Scalable File System Add-on, which are supported solely in connection with the use of Red Hat Storage Server. Subscription Services are provided for Red Hat Storage Server only when used for its supported purpose ("**Use Case**") in accordance with the terms of this Exhibit and Table 2 below.

   Table 2

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

3. **Production Support**

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

4. **Production Support Contacts**

   You may contact Red Hat through your designated Production Support Contacts and may designate up to the number of contacts described in Table 4 below based on the number of Standard and Premium Software Subscriptions you have purchased. Red Hat will provide Software Subscription Services to you solely by communicating during the Hours of Coverage with the individual Production Support Contact(s) you appoint.

   Table 4

Number of Standard and Premium Software Subscriptions	Production Support Contacts
1 to 50	2
51 to 100	4
101 to 250	6
251 to 500	8
501 to 1000	10
1001 and over	12

   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.

EXHIBIT 1.E
OPTIONAL SUPPORT SUBSCRIPTIONS

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

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

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

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

1.2 **TAM Service Level**

    Hours of Coverage. The TAM Service is offered between 9 a.m. and 5 p.m. during local Red Hat Support Standard Business Hours as set forth at https://access.redhat.com/support/contact/technicalSupport.html (based on the physical location of the TAM representative).

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

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

3. **Red Hat Enterprise Linux Extended Life Cycle Support Software Subscriptions**
    Red Hat Enterprise Linux Extended Life Cycle Support Subscriptions ("**Red Hat Enterprise Linux ELS**") provide limited Software Maintenance and Production Support after Red Hat's published End of Life date for certain Red Hat Enterprise Linux versions and requires a separate, active Red Hat Enterprise Software Subscription per System. Red Hat Enterprise Linux ELS support is not provided under standard Red Hat Enterprise Linux Subscriptions. Red Hat Enterprise Linux ELS is an Add-On subscription to the your active, standard Software Subscription for Red Hat Enterprise Linux and provides Extended Life Cycle Support for Red Hat Enterprise Linux as set forth at https://access.redhat.com/support/policy/updates/errata/.

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

    Software fixes that are tested and approved for Red Hat Enterprise Linux will be made available to Systems that are registered with active Red Hat Enterprise Linux ELS Subscriptions, but will not be made available for other Red Hat Enterprise Linux Subscriptions. Red Hat will only provide one code base for Red Hat Enterprise Linux ELS and will not make functional enhancements to versions Red Hat Enterprise

Linux that are in the ELS cycle.

3.2   Red Hat Enterprise Linux ELS Unsupported Components
Red Hat Enterprise Linux ELS covers components as supported prior to the end of the life cycle but does not cover the following (in addition to those noted in Section 3.1 above):
- Desktop applications;
- Red Hat Cluster Suite;
- The content of the Extras channel;
- Independent layered or Add-on products such as Directory Server, Satellite, JBoss or Scalable File System; and/or
- Red Hat reserves the right to exclude additional packages for security reasons.

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

4.   JBoss Enterprise Application Platform ("JBoss EAP") Extended Life Cycle Support Software Subscriptions
JBoss EAP Extended Life Cycle Support Subscriptions ("**JBoss EAP ELS**") provide limited Software Maintenance and Production Support after Red Hat's published End of Life date for certain JBoss EAP versions and requires a separate, active JBoss EAP Software Subscription per System. JBoss EAP ELS support is not provided under standard JBoss EAP Subscriptions. JBoss EAP ELS is an Add-On subscription to the your active, standard Software Subscription for JBoss EAP and provides Extended Life Cycle Support for JBoss EAP as set forth at https://access.redhat.com/support/policy/updates/jboss_notes/.

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

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

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

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

Table 5.2

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

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

EXHIBIT 1.F
MANAGEMENT SUBSCRIPTIONS

1. Software Delivery Services

1.1 Red Hat Hosted Software Delivery Services. This Exhibit 1.F describes the optional Management Subscriptions for the Software Access and Software Maintenance Services which are generally provided to you through a Red Hat Portal.

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

1.3 Management Subscriptions. You may purchase the following optional Management Subscriptions to manage your Red Hat Software Subscriptions through RHN, RHN Satellite Server or JBoss Operations Network:

- RHN Proxy Server (optional extension of RHN Satellite Server)
- RHN Smart Management (may only be used with RHN Satellite Server)
- RHN Monitoring Module (may only be used with RHN Satellite Server)
- JBoss Monitoring Module (may be used with JBoss Operations Network)

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

Table 2

Software	Use Case
RHN Satellite Server and RHN Proxy Server	Red Hat does not provide Subscription Services for RHN Satellite Server or RHN Proxy Server when used on a System that is not a server.
RHN Satellite Server Starter Pack	Red Hat does not provide Subscription Services for RHN Satellite Server Starter Pack when used to manage more than 50 Systems.

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

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

Table 3.1

Software	Use Case
Red Hat Directory Server	A Replica Red Hat Directory Server must have an active Software Subscription for a Master Red Hat Directory Server and Red Hat Directory Server must be installed on a server and not on Red Hat Enterprise Linux Desktop, Red Hat Enterprise Linux for HPC or Red Hat Enterprise Linux Workstation.

EXHIBIT 1.G
CLOUDFORMS SUBSCRIPTIONS

1. **CloudForms**
CloudForms is a Cloud Software Subscription used to set up and manage Virtual Guests in a cloud computing environment composed of Virtual Guests running on-premise or on a Red Hat Certified Cloud Provider that is CloudForms enabled (a "**CloudForms Partner**").

1.1 **Entitlements and Purchasing Requirements**
Each Virtual Guest being managed by the CloudForms Subscription must have one Module assigned to it. If you wish to manage more concurrent Virtual Guests (on-premise and on a CloudForms Partner) than you have Modules, you must purchase additional CloudForms Subscriptions. All CloudForms Subscriptions include two software applications: Cloud Engine and System Engine either of which may be installed on an unlimited number of servers or sockets. In order to receive Subscription Services for the Software through the CloudForms Subscription, Cloud Engine and System Engine must be installed on a supported operating system, which is not included with a CloudForms Subscription. Red Hat Enterprise Linux is currently the only supported operating system.

1.2 **CloudForms based Solutions**
You may also purchase CloudForms Subscriptions bundled with other Software Subscriptions (e.g. Red Hat Enterprise Linux) that you may use with the Virtual Guests that are managed by the CloudForms Modules provided with the CloudForms Subscription ("**CloudForms Solution**"). The supplemental Software Subscriptions that are bundled with the CloudForms Subscription are governed by these terms in addition to the terms included in its in Exhibit 1.A. Each Virtual Guest that you deploy on your premise or on the CloudForms Partner will be counted as a Unit. The Software Subscriptions provided in a CloudForms Solution can be used with a Virtual Guest hosted on a CloudForms Partner as well as on-premise. If you deploy Software Subscriptions as Virtual Guests hosted on a CloudForms Partner, the terms set forth in Exhibit 1.H apply to your deployments. Your agreement with a CloudForms Partner will govern your relationship with that partner and Red Hat shall not be responsible for your use of any of their offerings. Within any one cloud you must purchase the same type of CloudForms Software Subscription for the Virtual Guests running within that cloud. For example, if you have 100 Virtual Guests running in one cloud, you may purchase ten CloudForms Hybrid IaaS Solution Subscriptions (10 pack) or ten Red Hat Cloud with Virtualization Bundles (10 pack), however you cannot purchase a mix of five of each type since the Virtual Guests are within the same cloud.

1.3 **Supported Uses**
Subscription Services are provided for CloudForms Subscriptions only when used for their supported purpose ("**Use Case**") in accordance with the terms of this Exhibit and Table 1.3 below.

Table 1.3

CloudForms Software Subscription	Supported Use Case
CloudForms (10 pack) Red Hat Hybrid IaaS Solution (10-pack) Red Hat Cloud with Virtualization Bundle (10-pack)	Red Hat does not provide Subscription Services for Cloud Engine or System Engine when used on a System that is not a server. CloudForms is only supported when running on an active Red Hat Enterprise Linux Subscription. Red Hat does not provide Subscription Services for a Virtual Guest that is not being managed by Cloud Engine or System Engine with a Module assigned to it.

1.4 **Production Support.**
Each CloudForms Software Subscription and CloudForms Solution Subscription comes with Premium Production Support. The Production Support is limited to the two software applications included with CloudForms (Cloud Engine and System Engine) as well as the additional Software Subscriptions that are sold as part of a CloudForms Solution. While Red Hat will make commercially reasonable efforts to isolate problems customers encounter in the CloudForms environment, Red Hat does not provide any Production Support for any third party products that may be running on the Virtual Guests.

EXHIBIT 1.H
CLOUD ACCESS

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.

2. Transfer of Software Subscriptions

2.1 Eligible Subscriptions.
You may use certain Software Subscriptions for use in a Vendor's Cloud under the terms set forth in this Exhibit ("**Cloud Access**"). Those Software Subscriptions eligible for Cloud Access are set forth at www.redhat.com/solutions/cloud/access ("**Eligible Subscriptions**"). Without limiting the criteria for Eligible Subscriptions, a Software Subscription that includes production support services provided by a Red Hat Business Partner (where the Business Partner provides support to you rather than Red Hat) is not an Eligible Subscription. Only Software Subscriptions that include Production Support provided by Red Hat are eligible if they meet the other criteria for Eligible Subscriptions. 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. Certain software components or functionality of the Software (such as High Availability, Load Balancer, Resilient Storage and Scalable File System) 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, (c) for each Software Subscription, you agree to comply with the Agreement and applicable Appendices, including this Exhibit and (d) you agree to keep the Software Subscriptions in the Vendor's Cloud for a minimum period, if applicable, as set forth at www.redhat.com/solutions/cloud/access.

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

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 Units in the Vendor Cloud will not exceed the number of transferred or purchased Eligible Subscriptions.

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 Cloud Repository. Updates to the Software in Cloud Access, if and when available, will be made in the form of new images and available via the Vendor's Cloud ("**Update Service**"). Updates to the Software may not be available in other Red Hat Portals (such as Red Hat Network or Customer Support Portal).

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. 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.

5. 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.

Red Hat sells Learning Services, Training Units and Consulting Units. Whether you purchase Learning Services, Training Units or Consulting Units from us or though one of our authorized Business Partners, we agree to provide you with the Learning Services, Training Units or Consulting Units on the terms described in this Appendix. In exchange, you agree to comply with the requirements and terms of this Appendix. When we use a capitalized term in this Appendix without defining it, the term has the meaning defined in the base agreement.

1. Learning Services

"**Learning Services**" means Red Hat's training courses, including Red Hat's publicly available courses ("**Open Enrollment Courses**") and courses provided at a site designated by you ("**On-Site Courses**").

1.1 Equipment and Facilities. For On-Site Courses, you will supply the facility and equipment as set forth at www.redhat.com/training/solutions/requirements.html. If Red Hat agrees to provide the training facilities and hardware, you will be liable for any loss or destruction of this equipment and hardware used in connection with the Learning Services.

1.2 Client Responsibilities. You are responsible for (a) assessing each participants' suitability for the Learning Services, (b) enrollment in the appropriate course(s) and (c) your participants' attendance at scheduled courses.

1.3 Rights to Training Materials. All intellectual property embodied in the training products, materials, methodologies, software and processes, provided in connection with the Learning Services or developed during the performance of the Learning Services (collectively, the "**Training Materials**") are the sole property of Red Hat or a Red Hat Affiliate and are copyrighted by Red Hat unless otherwise indicated. Training Materials are provided solely for the use of the participants and may not be copied or transferred without the prior written consent of Red Hat. Training Materials are Red Hat's confidential and proprietary information.

1.4 Delivery Date and Cancellation. You agree to the cancellation policies and the procedures for scheduling of Learning Services and On-Site Courses available at www.redhat.com/training/cancellation.html. You must use all Red Hat training offerings, including Training Units and Consulting Units, within one (1) year of the date of purchase; any unused training offerings will be forfeited.

2. Training Units and Consulting Units

2.1 Training Units. "**Training Units**" are Red Hat's training credits that may be redeemed by you for any Learning Services as set forth at https://www.redhat.com/training/specials/multi_student_discount/ and https://www.redhat.com/training/corporate/TUs/.

2.2 Consulting Units. "**Consulting Units**" are credits that may be redeemed by you for Red Hat Consulting Services under the terms, conditions and policy set forth at http://www.redhat.com/consulting/consultingunits/cu_terms.html. You may redeem Consulting Units in accordance with the following procedure:

- Contact a Red Hat sales representative or consulting representative to request Consulting Unit redemption.
- Red Hat will submit an order form to you that will describe the scope of work to be performed and number of Consulting Units required.
- You will return the signed order form to Red Hat.
- Upon Red Hat's review and approval, Red Hat will return a copy of the signed order form to you.

2.3 Use of Training Units and Consulting Units. Training Units and Consulting Units: (a) are non-refundable, (b) are non-transferable, (c) may not be redeemed for cash or credit, (d) must be used as whole credits, (e) cannot be combined with any other discount, special offer or coupon and (f) can be redeemed only in the same geographic region and currency as purchased. United States Government end users (or resellers acting on behalf of the United States Government) may not purchase Training Units or Consulting Units.

3. Payment
Notwithstanding other payment terms, payment for Learning Services, Training Units and Consulting Units must be received in full prior to the delivery of the associated Learning Services or Consulting Services.