

**GENERAL SERVICES ADMINISTRATION  
Federal Supply Service  
Authorized Federal Supply Schedule Pricelist**

On-line access to contract ordering information, terms and conditions, up-to-date pricing, and the option to create an electronic delivery order are available through GSA Advantage!, a menu-driven database system. The INTERNET address for GSA Advantage! is: GSAAvantage.gov.

**MULTIPLE AWARD SCHEDULE**

**LARGE CATEGORY: INFORMATION TECHNOLOGY**

**Multiple Award Schedule  
(MAS)**

**Schedule Contract Number  
GS-35F-0119W**

Contract Period: December 1, 2009 through November 30, 2029

Ultimate Contract Period: November 30, 2029

For more information on ordering from Federal Supply Schedules click on FSS Schedules at GSA.gov

Contract current through: Modification 474 effective April 16<sup>th</sup>, 2026

Solicitation 47QSMD20R0001 MAS Modification A 907, Refresh #30 effective January 8<sup>th</sup>, 2026

Emergent, LLC  
4525 Main Street  
Suite 1500  
Virginia Beach VA 23462-3375  
703-288-4556 (telephone)  
703-965-9483 (facsimile)  
[www.emergent360.com](http://www.emergent360.com)

Contractor Point of Contact for Contract Administration  
Ashlyn Watson  
Sr. Contract Administrator  
Emergent, LLC  
4525 Main Street  
Suite 1500  
Virginia Beach, VA 23462-3375  
757-452-6293 (telephone)  
757-974-9440 (facsimile)  
[ashlyn.dicero@emergent360.com](mailto:ashlyn.dicero@emergent360.com)

Business Size: Large Business

## CUSTOMER INFORMATION

### 1a. Table of awarded Special Item Numbers:

Special Item Number 54151ECOM	Electronic Commerce and Subscription Services
Special Item Number 54151S	Information Technology Professional Services
Special Item Number 511210	Software Licenses
Special Item Number 54151	Software Maintenance Services
Special Item Number 518210C	Cloud and Cloud-Related IT Professional Services
Special Item Number OLM	Order-Level Materials (OLM)

### 1b. Identification of lowest priced model number and corresponding price for each awarded Special Item Number: See separate published price list for prices/service descriptions

### 1c. Identification of Services and Hourly Rates: See separate published price list for prices/service descriptions

### 2. Maximum Order:

Special Item Number 54151ECOM	\$500,000
Special Item Number 54151S	\$500,000
Special Item Number 511210	\$500,000
Special Item Number OLM	\$250,000
Special Item Number 518210C	\$500,000

### 3. Minimum Order: \$100

### 4. Geographic Coverage:

Special Item Number 54151ECOM	Worldwide
Special Item Number 54151S	Worldwide
Special Item Number 511210	Worldwide
Special Item Number 54151	Worldwide
Special Item Number 518210C	Worldwide
Special Item Number OLM	Worldwide

### 5. Points of Production: Adobe - Varies, Red Hat – US, Salesforce – US

### 6. Discount from List Price or Statement of Net Price:

The GSA Net Prices published on the GSA Advantage website reflect the fully burdened price. The negotiated discount has been applied and the Industrial Funding Fee has been added.

### 7. Quantity Discount:

None, unless otherwise specified for a specific Manufacturer in the Pricelist or the Contractor Supplemental Pricelist Information and Terms (Attachment A).

### 8. Prompt Payment Terms: Net 30 Days

### 9. Foreign Item: Not Applicable.

**10a. Time of Delivery:**

OEM	Delivery Time (Days ARO)
Adobe	7 or 30 days ARO
Red Hat	7 days ARO
Salesforce	30 days ARO
Mythics LCATs (SIN 54151S)	As negotiated with the Ordering Activity

**10b. Expedited Delivery:** Not Applicable.

**10c. Overnight and 2-day Delivery:** Not Applicable.

**10d. Urgent Requirements:** Not Applicable.

**11. F.O.B. Point:** Destination

**12a. Ordering Address:**

Emergent, LLC  
4525 Main Street  
Suite 1500  
Virginia Beach VA 23462-3375  
757-965-9486 (facsimile)

**12b. Ordering Procedures:**

For supplies and services, the ordering procedures and information on Blanket Purchase Agreements (BPA's) are found in Federal Acquisition Regulation (FAR) 8.405-3.

**13. Payment Address:**

Accounts Receivable Department  
Emergent, LLC  
4525 Main Street  
Suite 1500  
Virginia Beach VA 23462-3375  
757-233-7971 (telephone)  
757-963-8355 (facsimile)  
AR@emergent360.com

**14. Warranty Provisions:**

- Please refer to the SIN-specific terms or within the Manufacturer's commercial terms included within Attachment A – Contractor Supplemental Pricelist Information and Terms.
- Emergent Professional Services under SIN 54151S – 90 days

**15. Export Packing Charges:** Not Applicable.

**16. Terms and conditions of Rental, Maintenance, and Repair:** Not Applicable.

**17. Terms and conditions of Installation:**

Installation and other related support services, if available for a specific manufacturer or product, is

addressed in the SIN-specific terms that follow as well as the terms in Attachment A.

**18a. Terms and conditions of Repair Parts indicating date of parts price lists and any discounts from list prices:** Not Applicable.

**18b. Terms and conditions for any other Service:** Other services, if available for a specific manufacturer or product, are addressed in the SIN-specific terms that follow as well as the terms in Attachment A.

Other services, if available for a specific manufacturer or product, are addressed in the SIN-specific terms that follow as well as the terms in Attachment A.

**19. List of Service and Distribution Points:** Not Applicable.

**20. List of Participating Dealer:** Not Applicable.

**19. Preventative Maintenance:** Not Applicable.

**20. List of service and distribution points.** Not applicable

**21. List of participating dealers.** Not Applicable

**22. Preventative maintenance.** Not Applicable.

**22a. Special attributes such as environmental attributes (e.g., recycled content, energy efficiency, and/or reduced pollutants).** Not applicable

**22b. Section 508 Compliance Information:**

Adobe - [www.adobe.com/resources/accessibility/tools/vpat/index/html](http://www.adobe.com/resources/accessibility/tools/vpat/index/html)

Red Hat - <https://www.redhat.com/en/resources/section-508-vpat6>

Salesforce - [https://www.salesforce.com/company/legal/508\\_accessibility/](https://www.salesforce.com/company/legal/508_accessibility/)

The EIT standards can be found at: [www.Section508.gov/](http://www.Section508.gov/) – Not Applicable.

**23. Unique Entity Identifier:** NUNVJJM2UYY1

**24. Notification regarding registration in System for Award Management (SAM)**

**database:** Contractor has a current registration in SAM.

**INFORMATION TECHNOLOGY CATEGORY  
ELECTRONIC COMMERCE SUBCATEGORY  
SPECIAL ITEM NUMBER 54151ECOM  
ELECTRONIC COMMERCE AND SUBSCRIPTION SERVICES**

- 1) Acceptance Testing: Acceptance testing shall be performed of the systems for ordering activity approval in accordance with the approved test procedures. Management and operations pricing shall be provided on a uniform basis. All management and operations requirements for which pricing elements are not specified shall be provided as part of the basic service.
- 2) Normal commercial installation, operation, maintenance, and engineering interface training on the system shall be provided. If there is a separate charge, it must be stated as an attachment to the GSA Price List (I-FSS-600 CONTRACT PRICE LISTS (OCT 2016).
- 3) Monthly summary report may be provided to the Ordering Activity in accordance with commercial practice.

**INFORMATION TECHNOLOGY CATEGORY  
IT SERVICES SUBCATEGORY  
SPECIAL ITEM NUMBER 54151S  
INFORMATION TECHNOLOGY PROFESSIONAL SERVICES**

All services shall be billed in arrears in accordance with 31 U.S.C. 3324.

**INFORMATION TECHNOLOGY CATEGORY  
IT SOFTWARE SUBCATEGORY  
SPECIAL ITEM NUMBER 511210  
SOFTWARE LICENSES**

**SIN 54151 Software Maintenance Services**

54151 Software maintenance services creates, designs, implements, and/or integrates customized changes to software that solve one or more problems and is not included with the price of the software. Software maintenance services includes person-to-person communications regardless of the medium used to communicate: telephone support, online technical support, customized support, and/or technical expertise which are charged commercially.

**SIN 54151 Software Maintenance as a Product**

Software Maintenance as a product is billed at the time of purchase. Software maintenance as a product does NOT include the creation, design, implementation, integration, etc. of a software package. These examples are considered software maintenance services under SIN 54151 Software Maintenance Services.

- 1) Technical Support: Without additional charge to the ordering activity, shall provide a hot line technical support number for the purpose of providing user assistance and guidance in the implementation of the software. The technical support number is available shall be available during specified hours.
  - a) At the task or delivery order level, provide a telephone number and hours of operation for technical support hotline; indicate applicable time zone for the hours of operation—i.e., Eastern time, Central, Mountain or Pacific time.

**Adobe Technical Support Hotline:** 703-288-4556; 9 am to 5 pm Eastern, Monday through Friday, excluding federal holidays.

- 2) Descriptions and Equipment Compatibility:

Adobe - <http://www.adobe.com/products/>

Red Hat - <https://www.redhat.com/en/technologies/all-products>

- 3) Right-to-Copy Pricing: **Outside the scope of this contract.**
- 4) Utilization Limitations
  - a) Software acquisition is limited to commercial computer software defined in FAR Part 2.101.
  - b) When acquired by the ordering activity, commercial computer software and related documentation shall be subject to the following:
    - i) Title to and ownership of the software and documentation shall remain with the Contractor, unless otherwise specified.
    - ii) Software licenses are by site and by ordering activity. An ordering activity is defined as a cabinet level or independent ordering activity. The software maybe used by any subdivision of the ordering activity (service, bureau, division, command, etc.) that has access to the site the software is placed at, even if the subdivision did not participate in the acquisition of the software. Further, the software may be used on a sharing basis where multiple agencies have joint projects that can be satisfied by the use of the software placed at one ordering activity's site. This would allow other agencies access to one ordering activity's database. For ordering activity public domain databases, user agencies and third parties may use the computer program to enter, retrieve, analyze and present data. The user ordering activity will take appropriate action by instruction, agreement, or otherwise, to protect the Contractor's proprietary property with any third parties that are permitted access to the computer programs and documentation in connection with the user ordering activity's permitted use of the computer programs and documentation. For purposes of this section, all such permitted third parties shall be deemed agents of the user ordering activity.
    - iii) Except as provided above, the ordering activity shall not provide or otherwise make available the software or documentation, or any portion thereof, in any form, to any third party without the prior written approval of the Contractor. Third parties do not include prime Contractors, subcontractors and agents of the ordering activity who have the ordering activity's permission to use the licensed software and documentation at the facility, and who have agreed to use the licensed software and documentation only in accordance with these restrictions. This provision does not limit the right of the ordering activity to use software, documentation, or information therein, which the ordering activity may already have or obtains without restrictions.
    - iv) The ordering activity shall have the right to use the software and documentation with the run-time computing environment (e.g. operating system, virtual machine, mobile operating system, processor etc.) to be specifically identified for which it is acquired at any other facility/user device to which that time computing environment may be transferred, or in cases of Disaster Recovery, the ordering activity has the right to transfer the software to another site/user device if the ordering activity site for which it is acquired is deemed to be unsafe for ordering activity personnel; to use the software and documentation with a backup time computing environment when the primary is inoperative; to copy computer programs for safekeeping (archives) or backup purposes; to transfer a copy of the software to another site/user for purposes of benchmarking new hardware and/or software; and to modify the software and documentation or combine it with other software, provided that the unmodified portions shall remain subject to these restrictions.
    - v) "Commercial Computer Software" may be marked with the Contractor's standard

commercial restricted rights legend, but the schedule contract and schedule pricelist, including this clause, "Utilization Limitations" are the only governing terms and conditions, and shall take precedence and supersede any different or additional terms and conditions included in the standard commercial legend.

- vi) Licensee Data belongs exclusively to Licensee, regardless of where the Data may reside at any moment in time including, but not limited to Licensor hardware, networks or other infrastructure and facilities where Data may reside, transit through or be stored from time to time. Licensor makes no claim to a right of ownership in Licensee Data. Licensor agrees to keep the Licensee Data Confidential as that term is defined in the relevant FAR and DFARS provisions pertaining to Confidential Information and Confidentiality. Licensor is not permitted to use Licensee's data for a purpose that is not explicitly granted in writing by Licensee. Upon Licensee request, for any reason whatsoever, Licensor must promptly return all Licensee Data in Licensor's possession in a format as may be designated at the time of request by Licensee.
- vii) Licensee may create or hire others (including Licensor) to create modifications, customizations or other enhancements to the Software which might be classified as "Derivative Works" of the software. Unless otherwise negotiated and mutually agreed upon at the order level, the intellectual property (IP) rights to the Derivative Works shall be owned by the owner of the underlying intellectual property. The Derivative Work[s] shall be made available to the Licensee through a royalty free, perpetual worldwide, no charge license to the Licensee.

5) Conversion from Term License to Perpetual License

- a) When standard commercial practice offers conversions of term licenses to perpetual licenses, and an ordering activity requests such a conversion, the contractor shall provide the total amount of conversion credits available for the subject software within ten (10) calendar days after placing the order.
- b) When conversion credits are provided, they shall continue to accrue from one contract period to the next, provided the software has been continually licensed without interruption.
- c) The term license for each software product shall be discontinued on the day immediately preceding the effective date of conversion from a term license to a perpetual license.
- d) When conversion from term licenses to perpetual licenses is offered, the price the ordering activity shall pay will be the perpetual license price that prevailed at the time such software was initially ordered under a term license, or the perpetual license price prevailing at the time of conversion from a term license to a perpetual license, whichever is the less, minus an amount equal to a percentage of all term license payments during the period that the software was under a term license within the ordering activity.

**Conversion is outside the scope of the contract.**

6) Term License Cessation

- a) Term licenses are not eligible for conversion to a perpetual license at any time.
- b) Each separately priced software product shall be individually enumerated, if different accrual periods apply for the purpose of perpetual license attainment.
- c) The Contractor agrees to provide updates and software maintenance services for the software after a perpetual license has accrued, at the prices and terms of SIN 54151 - Software Maintenance Services, if the licensee elects to order such services. Title to the software shall remain with the Contractor.

**Cessation is outside the scope of the contract.**

7) Utilization Limitations for Perpetual Licenses

a) Software Asset Identification Tags (SWID) (Option 1 Perpetual License)

- i) Option 1 is applicable when the Offeror agrees to include the International Organization for Standardization/International Electrotechnical Commission 19770-2 (ISO/IEC 19770- 2:2015) standard identification tag (SWID Tag) as an embedded element in the software. An ISO/IEC 19970-2 tag is a discoverable identification element in software that provides licensees enhanced asset visibility. Enhance visibility supports both the goals of better software asset management and license compliance. Offerors may use the National Institute of Standards and Technology (NIST) document “NISTIR 8060: Guidelines for Creation of Interoperable Software Identification (SWID) Tags,” December 2015 to determine if they are in compliance with the ISO/IEC 19770-2 standard
- ii) Section 837 of The Federal Information Technology Acquisition Reform Act (FITARA) of 2014 requires GSA to seek agreements with software vendors that enhance government-wide acquisition, shared use, and dissemination of software, as well as compliance with end user license agreements. The Megabyte Act of 2016 requires agencies to inventory software assets and to make informed decisions prior to new software acquisitions. In June of 2016, the Office of Management and Budget issued guidance on software asset management requiring each CFO Act (Public Law 101-576 – 11/15/1990) agency to begin software inventory management (M-16-12).

To support these requirements, Offerors may elect to include the terms of Option 1 and/or Option 2, which support software asset management and government-wide reallocation or transferability of perpetually licensed software.

b) Reallocation of Perpetual Software (Option 2 Perpetual License)

- i) The purpose of SIN 511210 OPTION 2 is to allow ordering activities to transfer software assets for a pre-negotiated charge to other ordering activities.
- ii) When an ordering activity becomes aware that a reusable software asset may be available for transfer, it shall contact the Contractor, identify the software license or licenses in question, and request that these licenses be reallocated or otherwise made available to the new ordering activity.
- iii) Contractors shall release the original ordering activity from all future obligations under the original license agreement and shall present the new ordering activity with an equivalent license agreement. When the new ordering activity agrees to the license terms, henceforth any subsequent infringement or breach of licensing obligations by the new ordering activity shall be a matter exclusively between the new ordering activity and the Contractor.
- iv) The original ordering activity shall de-install, and/or make unusable all of the software assets that are to be transferred. It shall have no continuing right to use the software and any usage shall be considered a breach of the Contractor’s intellectual property and a matter of dispute between the original ordering activity/original license grantee and the licensor.
- v) As a matter of convenience, once the original licenses are deactivated, di- installed, or made otherwise unusable by the original ordering activity or license grantee, the Contractor may elect to issue new licenses to the new ordering activity to replace

the old licenses. When new licenses are not issued, the Contractor shall provide technical advice on how best to achieve the functional transfer of the software assets.

- vi) Software assets that are eligible for transfer that have lapsed Software Maintenance Services (SIN 54151) may require a maintenance reinstatement fee, chargeable to the new ordering activity or license grantee. When such a fee is paid, the new ordering activity shall receive all the rights and benefits of Software Maintenance Services.
- vii) When software assets are eligible for transfer and are fully covered under pre-paid Software Maintenance Services (SIN 54151), the new ordering activity shall not be required to pay maintenance for those license assets prior to the natural termination of the paid for maintenance period. The rights associated with paid for current Software Maintenance Services shall automatically transfer with the software licenses without fee. When the maintenance period expires, the new ordering activity or license grantee shall have the option to renew maintenance.
- viii) The administrative fee to support the transfer of licenses, exclusive of any new incremental licensing or maintenance costs shall be \_\_\_\_\_percentage (%) of the original license fee. The fee shall be paid only at the time of transfer. In applying the transfer fee, the Software Contractor shall provide transactional data that supports the original costs of the licenses.

**Software assets are not eligible for transfer.**

8) Software Conversions: Full monetary credit will be allowed to the ordering activity when conversion from one version of the software to another is made as a result of a change in operating system, or from one computer system to another. Under a perpetual license, the purchase price of the new software shall be reduced by the amount that was paid to purchase the earlier version. Under a term license, if conversion credits had accrued while the earlier version was under a term license, those credits shall carry forward and remain available as conversion credits which may be applied towards the perpetual license price of the new version.

## INFORMATION TECHNOLOGY CATEGORY

### CLOUD AND CLOUD-RELATED IT PROFESSIONAL SERVICES *SPECIAL ITEM NUMBER 518210C*

#### Cloud Computing Service Models Offered

- **SaaS (Software as a Service)** – The capability provided to the consumer is to use the provider's applications running on a cloud infrastructure. The applications are accessible from various client devices through either a thin client interface, such as a web browser (e.g., web-based email), or a program interface. The consumer does not manage or control the underlying cloud infrastructure including network, servers, operating systems, storage, or even individual application capabilities, with the possible exception of limited user specific application configuration settings.

#### DESCRIPTION OF CLOUD COMPUTING SERVICES AND PRICING

##### 1) Deployment Model

Deployment models (e.g., private, public, community, or hybrid) are not restricted at the SIN level and any specifications for a deployment model are the responsibility of the Ordering Activity.

- **Public Cloud** – The cloud infrastructure is provisioned for open use by the general public. It may be owned, managed, and operated by a business, academic, or government organization, or some combination of them. It exists on the premises of the cloud provider.
- **Private Cloud** – The cloud infrastructure is provisioned for exclusive use by a single organization comprising multiple consumers (e.g., business units). It may be owned, managed, and operated by the organization, a third party, or some combination of SIN 518210C.
- **Hybrid Cloud** – The cloud infrastructure is a composition of two or more distinct cloud infrastructures (private, community, or public) that remain unique entities, but are bound together by standardized or proprietary technology that enables data and application portability (e.g., cloud bursting for load balancing between clouds).

#### The National Institute of Standards and Technology (NIST) definition of cloud computing is broken down into the following five distinct characteristics:

- **On Demand Self Service** – A consumer can unilaterally provision computing capabilities, such as server time and network storage, as needed automatically without requiring human interaction with each service provider.
- **Rapid Elasticity** – Capabilities can be elastically provisioned and released, in some cases automatically, to scale rapidly outward and inward commensurate with demand. To the consumer, the capabilities available for provisioning often appear to be unlimited and can be appropriated in any quantity at any time.
- **Broad Network Access** – Capabilities are available over the network and accessed through standard mechanisms that promote use by heterogeneous thin or thick client platforms (e.g., mobile phones, tablets, laptops, and workstations).
- **Resource Pooling** – The provider's computing resources are pooled to serve multiple consumers using a multi-tenant model, with different physical and virtual resources dynamically assigned and reassigned according to consumer demand. There is a sense of location independence in that the customer generally has no control or knowledge over the exact location of the provided resources but may be able to specify location at a higher level of abstraction (e.g., country, state, or datacenter). Examples of resources include storage, processing, memory, and network bandwidth.
- **Measured Service** – Cloud systems automatically control and optimize resource use by leveraging a metering capability at some level of abstraction appropriate to the type of service (e.g., storage,

processing, bandwidth, and active user accounts). Resource usage can be monitored, controlled, and reported, providing transparency for both the provider and consumer of the utilized service.

- **MISCELLANEOUS CATEGORY COMPLEMENTARY SINs SUBCATEGORY SPECIAL ITEM NUMBER OLM**

**ORDER-LEVEL MATERIALS**

The use of the Order Level Materials (OLM) SIN is limited to 59 OLM-eligible subcategories under the MAS program. Supplies and/or services provided utilizing OLM authority must be acquired in direct support of an individual task or delivery order that is placed under an OLM-eligible subcategory as identified below:

1)	Apparel	30)	IT Solutions
2)	Audio Visual Products	31)	IT Training
3)	Audio Visual Services	32)	Language Services
4)	Awards	33)	Legal Services
5)	Background Investigations	34)	Logistical Services
6)	Business Administrative Services	35)	Machinery and Components
7)	Compensation and Benefits	36)	Mail Management
8)	Document Services	37)	Marine and Harbor
9)	Electronic Commerce	38)	Marketing and Public Relations
10)	Environmental Services	39)	Medical Equipment
11)	Facilities Maintenance and Repair	40)	Miscellaneous Furniture
12)	Facilities Services	41)	Musical Instruments
13)	Facilities Solutions	42)	Office Furniture
14)	Financial Services	43)	Office Management Maintenance and Repair
15)	Fire/Rescue/Safety/Environmental Protection Equipment	44)	Office Services
16)	Fitness Solutions.	45)	Packaged Furniture.
17)	Flags	46)	Printing and Photographic Equipment
18)	Flooring	47)	Protective Equipment
19)	Fuel Management	48)	Records Management
20)	Furniture Services	49)	Search and Navigation
21)	Healthcare Furniture	50)	Security Animals and Related Services
22)	Household, Dormitory & Quarters Furniture	51)	Security Services
23)	Human Resources	52)	Security Systems
24)	Identity Protection Services	53)	Signs
25)	Industrial Products	54)	Social Services
26)	Industrial Products and Services Maintenance and Repair	55)	Structures
27)	IT Hardware	56)	Technical and Engineering Services (non- IT)
28)	IT Services	57)	Telecommunications
29)	IT Software	58)	Testing Equipment
		59)	Training

NOTE: More information related to the Order Level Materials SIN is available at [gsa.gov/mascategoryrequirement](http://gsa.gov/mascategoryrequirement)

## ATTACHMENT A

### CONTRACTOR SUPPLEMENTAL PRICELIST INFORMATION AND TERMS

#### Universal Amendment to All Software License Agreements For Adobe Systems Incorporated Software Products

This Universal Amendment to Software License Agreements for All Adobe Systems Incorporated Software License Agreements ("Amendment") is effective as of as of the date that it is fully executed ("Effective Date") and is between Adobe Systems Incorporated ("Adobe"), and the U.S. General Services Administration ("GSA"). In consideration of the mutual promises and covenants contained in this Amendment, the parties agree as follows:

#### 1. Applicability

a. This Amendment, agreed to by both parties, applies to GSA and any agency or organization ("Ordering Activity") that places an order for an Adobe Software product under Contract No. GS-35F-OI 19W (the "GSA Contract"). This Amendment, together with the applicable Software License Agreement or End User License Agreement for the applicable Adobe Software (each such license generally referred to herein as the "License Agreement"), governs the Ordering Activity's installation and use of such Adobe Software. This Amendment only applies to License Agreements for those Adobe Software products that Adobe expressly authorizes the GSA Contract holder to resell or distribute under the GSA Contract pursuant to a letter of supply between Adobe and such GSA Contract holder. Unless expressly stated to the contrary herein, all capitalized terms in this Amendment shall have the meaning ascribed to them in the applicable License Agreement for the applicable Adobe Software.

b. Pursuant to Section 12.212 of the Federal Acquisition Regulations ("FAR"), Adobe and GSA agree that the modifications to the License Agreements are appropriate to ensure compliance with federal laws and to meet the U.S. Government's needs. Accordingly, the License Agreements is hereby modified by this Amendment as it pertains to use of Adobe's software by any Ordering Activity pursuant to a task order placed under the GSA Contract.

c. This Amendment only applies to Ordering Activities of the U.S. Government (including agencies and departments from the Executive Branch, the Congress, or the Military) and independent federal agencies that are authorized to purchase IT Schedule 70 goods and services under the GSA Contract. This Amendment shall not apply to prime contractors, state/local government entities, or other entities authorized to make purchases under the GSA contract. In addition, this Amendment shall apply to the Ordering Activity itself, shall only apply to the installation and use of the Adobe Software for official government business only on behalf of the Ordering Activity, and shall not apply to any individual who utilizes the Adobe Software Products for his or her personal use or for a use.

**2. Precedence and Further Amendment:** Any provisions restricting additions or modifications to the License Agreement are hereby deleted to the extent they would preclude this Amendment or any valid task orders placed under the GSA Contract. To the extent the License Agreement conflicts with this Amendment or any relevant task orders, the conflict should be resolved according to the following order of precedence: (1) Federal law, (2) the FAR, (3) this Amendment, (4) any other amendment that Adobe and the Ordering Activity may separately enter into to vary the terms of the License Agreement to accommodate unique license terms

under a Task Order, and (5) the License Agreement. This Amendment may only be modified upon written consent of both parties.

**3. Contracting Authority:** Pursuant to FAR 1.601(a) and 43.102, all provisions in the License Agreement which would allow any individual, except for an authorized contracting officer, to bind the U.S. Government to the terms of the License Agreement or any modifications thereto are hereby deleted. Such provisions include the ability of the software manufacturer to unilaterally modify the terms of the License Agreement and any requirement to accept terms by means of use, download, or click-through agreements. Notwithstanding the foregoing, GSA and Ordering Activity expressly agree that when an authorized contracting officer of the Ordering Activity places a task order for the Adobe Software pursuant to the GSA Contract, all terms of the License Agreement in effect at the time the product was added to the GSA Contract shall be legally binding on Ordering Activity and shall be given full force and legal effect. In the event that Ordering Activity receives Adobe Software through a task order that is not authorized by the Ordering Activity's authorized contracting officer or Ordering Activity fails to acknowledge that the License Agreement is binding on Ordering Activity, Ordering Activity shall not be deemed to have any license to the Adobe Software and Adobe reserves all rights, remedies, and enforcement actions and venues available to Adobe under state and federal law, including but not limited to all intellectual property laws without regard to the Dispute Resolution Process or Governing Law provisions of this Amendment.

**4. Costs and Fees:** Pursuant to the Anti-Deficiency Act, 31 U.S.C. § 1341(a)(1)(B), the U.S. Government does not agree to pay any future costs or fees under the License Agreement or this Amendment. Any provisions of the License Agreement obligating the U.S. Government to pay costs, fees, or damages, or to otherwise expend appropriations, are hereby deleted unless imposed after following the Dispute Resolution Procedures identified hereunder. Any provisions of the License Agreement providing for automatic renewal absent some action by the U.S. Government are hereby deleted.

**5. Installation and Use of the Software:** Installation and use of the software shall be in accordance with the License Agreement, unless an Ordering Activity determines that it requires different terms of use and Adobe agrees in writing to such terms in a valid task order placed pursuant to the GSA Contract.

**6. Indemnification:** Pursuant to 28 U.S.C. § 516, in the event of any claim against an Ordering Activity arising out of use of the Adobe Software, Adobe cannot assume responsibility for or control of the litigation or any settlement negotiations, provided however, that Ordering Activity (i) agrees that any litigation or settlement negotiation shall not bind Adobe, in any way, to the final outcome of any such litigation or settlement; (ii) shall not impair Adobe's own rights, defenses, or claims against the claimant, (iii) shall not have the right to settle any claim, make any admissions, or waive any defenses on behalf of Adobe; and (v) shall in good faith reasonably cooperate and consult with Adobe during the course of settlement negotiations and prosecution of the claim and shall afford Adobe free access to all communications and documentations with all parties, witnesses, and judicial or administrative body(ies) associated with such claim upon Adobe's request. Any contrary provisions in the License Agreement are hereby deleted. In compliance with the Anti-Deficiency Act, 31 U.S.C. § 1341(a)(1)(B), the U.S. Government does not agree to pay any costs, fees, or damages arising from claims against Adobe relating to use of the software by any Ordering Activity. Any contrary provisions in the License Agreement are hereby deleted.

**7. Limitation of Liability:** Any limitation of liability in the License Agreement is hereby deleted, and the following provision shall apply:

Neither Adobe nor an Ordering Activity shall be liable for any indirect, incidental, special, or consequential damages, or any loss of profits, revenue, data, or data use. Further, neither Adobe nor an Ordering Activity shall be liable for punitive damages except to the extent this limitation is prohibited by applicable law. This clause shall not impair the U.S. Government's right to recover for fraud or crimes arising out of or related to this Contract under any federal fraud statute, including the False Claims Act, 31 U.S.C. §§ 3729-3733.

**8. Governing Law:** The License Agreement and this Amendment shall be governed by the laws of the United States, unless there is no applicable law of the United States which would apply, in which case the laws of the State of California shall apply. Any provisions in the License Agreement stating that the License Agreement shall only be governed by the law of any particular U.S. state, U.S. territory or district, or foreign nation are hereby deleted.

**9. Dispute Resolution and Venue:** Any provisions in the License Agreement requiring the U.S. Government to follow a specific procedure to raise claims or to resolve disputes are hereby deleted. Any provisions in the License Agreement selecting a particular judicial forum or form of alternative dispute resolution for resolving claims relating to the License Agreement are hereby deleted. Any disputes relating to the License Agreement and to this Amendment shall be resolved in accordance with the FAR and the Contract Disputes Act, 41 U.S.C. §§ 601-613. GSA and Ordering Activity expressly acknowledge that Adobe shall have standing to bring such claim under the Contract Disputes Act.

**10. Termination and Performance:** Termination of the License Agreement and this Amendment shall be governed by the FAR and the Contracts Disputes Act, 41 U.S.C. §§ 601-613, and any provisions of the License Agreement relating to termination are hereby deleted, including any provisions permitting Adobe to unilaterally terminate the License Agreement, subject to the following exceptions:

- a. Adobe is entitled to cancel or terminate the License Agreement if such remedy is granted to it after conclusion of the Contracts Disputes Act dispute resolution process referenced in Section 9 above or if such remedy is otherwise available to Adobe under United States federal law.
- b. Adobe is entitled to cancel or terminate the License Agreement if one of the events identified in Section II below apply.

**11. Remedies:** Pursuant to 28 U.S.C. § 1498, any provisions of the License Agreement providing for equitable remedies against the U.S. Government, including an injunction, in the event of a dispute concerning patent or copyright infringement are hereby deleted (subject to the third sentence of this Section 11). Any provisions of the License Agreement which would preclude continued performance of the contract during resolution of any disputes are hereby deleted, including any provisions requiring the U.S. Government to agree that an injunction is appropriate in the event of a breach of the License Agreement (subject to the third sentence of this Section 11). Notwithstanding the foregoing, any License Agreement clause providing for equitable remedies against the U.S. Government, including an injunction, in the event of a dispute concerning patent or copyright infringement or any other breach of the License Agreement shall continue to apply if an equitable remedy is available under United States

Federal Law, such as (without limitation) the Freedom of Information Act ("FOIA") under one of the exemptions to disclosure under FOIA. If the Ordering Activity breaches one of the following:

(a) reverse engineers, decompiles, disassembles, or otherwise attempts to discover the source code of the software, (b) unbundles the constituent component parts of the software, or (c) provides use of the software in a computer service business, third party outsourcing facility or service, service bureau arrangement, or time sharing basis, Adobe may terminate the License Agreement; however prior to terminating this License Agreement, Adobe shall inform the Ordering Activity of one of the breaches named above as soon as possible, and provide Ordering Activity sixty (60) days from notice to cure such breach. If the breach is not cured in sixty (60) days, the Ordering Activity may terminate the Order for convenience of the Government in accordance with FAR 52.212-4(1); however, Ordering Activity has no rights to a refund, in whole or in part of any License Fee paid if this License Agreement is terminated for such breach. Nothing in this paragraph shall prevent Adobe from filing a claim or limit Adobe's damages under the Contract Disputes Act at 41 USC §§7101-7109.

**12. Advertisements and Endorsements:** Any provisions allowing Adobe to use the name or logo of GSA or any Ordering Activity to advertise or to imply an endorsement of Adobe's products or services are hereby deleted. Unless specifically authorized by an Ordering Activity, such use of the name or logo of any U.S. Government entity is prohibited.

**13. Monitoring Use of License and Audits:** Any provision in the License Agreement permitting Adobe to audit, inspect, or monitor use of the software for compliance with the License Agreement shall be binding on Ordering Activity but is contingent upon reasonable notice to the Ordering Activity and adherence to reasonable security measures the Ordering Activity deems reasonably appropriate, including any requirements for personnel to be cleared prior to accessing sensitive facilities if clearances are required.

**14. Public Access to Information:** Adobe agrees that the License Agreement and this Amendment contain no confidential or proprietary information and acknowledges the License Agreement and this Amendment will be available to the public, provided however, that GSA and Adobe agree that other items identified in the License Agreement (such as, without limitation, source code and other technical data) provided to the Ordering Activity is confidential and proprietary information and shall not be disclosed.

**RED HAT**  
**ENTERPRISE AGREEMENT**  
**U.S. GOVERNMENT SUPPLEMENT**



This U.S. Government Supplement ("**Supplement**"), the attached Red Hat Enterprise Agreement (extracted from [www.redhat.com/licenses/us.htm](http://www.redhat.com/licenses/us.htm) on January 3, 2018), with the applicable product appendix ("**Enterprise Agreement**"), establish the terms and conditions enabling Red Hat, Inc. ("**Red Hat**") to provide Red Hat products to U.S. Government agencies, including an "Ordering Activity," defined as an entity authorized to order under GSA contracts as set forth in GSA Order 4800.21 ADM, as amended (the "**Client**"). The applicable product appendices are listed below:

- Red Hat Learning Subscriptions ("**RHLS**"): Section 1.5 of Appendix 2 (extracted from [https://www.redhat.com/cms/managed-files/Appendix\\_2\\_Global\\_English\\_20171108.pdf](https://www.redhat.com/cms/managed-files/Appendix_2_Global_English_20171108.pdf) on January 3, 2018)
- Non-RHLS subscription products: Appendix 1 (extracted from [https://www.redhat.com/cms/managed-files/Appendix\\_1\\_Global\\_English\\_20171108.pdf](https://www.redhat.com/cms/managed-files/Appendix_1_Global_English_20171108.pdf) on January 3, 2018)

The Enterprise Agreement and this Supplement cover the use of Software or Services by any Ordering Activity. Notwithstanding anything to the contrary, the use of Software or Services from Red Hat by an Ordering Activity *does not* constitute that Ordering Activity's assent or acceptance of the Enterprise Agreement. Red Hat agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C. 3701, *et seq.*, Contract Work Hours and Safety Standards Act; 41 U.S.C. 51-58, Anti-Kickback Act of 1986; 41 U.S.C. 265 and 10 U.S.C. 2409 relating to whistleblower protections; and 41 U.S.C. 423 relating to procurement integrity. This Supplement modifies the terms and conditions of the Enterprise Agreement for U.S. Government agencies as follows:

**1.0 Enterprise Agreement Section 2.2, Changes to Work and Delays**, is replaced with the following: "**2.2 Changes to Work and Delays.** Changes to the Services will be made only through a written change order signed by both parties consistent with GSAR Clause 552.238-81 Modification (Federal Supply Schedule) (APR 2014) (Alternate I – JUN 2016) or GSAR 552.238-81 Modification (Federal Supply Schedule) (APR 2014) (Alternate II – JUN 2016). 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 subject to GSAR Clause 552.238-81, as applicable, , and GSAR 552.212 -4(f) Contract Terms and Conditions – Commercial Items, Excusable Delays (MAY 2015) (Alternate II – JUL 2009) (FAR Deviation – JUL 2015) (Tailored).

**2.0 Enterprise Agreement Section 3.0 Fees:**

The following is deleted from **Section 3.1, Fees and Expenses**: "Client will reimburse Red Hat for all reasonable expenses Red Hat incurs in connection with the performance of Services."

**Section 3.2.1 is replaced with the following:** 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 in accordance with GSAR 552.212-4(g) and GSAR 552.212-4(i). 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. Except as otherwise provided in this Agreement, any and all payments made by Client pursuant to this Agreement are non-refundable.

**Section 3.3, Taxes**, is deleted in its entirety.

**3.0 Enterprise Agreement Section 5.0, Reporting and Inspection:**

The following is deleted from **Enterprise Agreement Section 5.1, Reporting**, "no later than thirty (30) days from the date of the invoice", and replaced with, "as provided in the Agreement".

Enterprise Agreement **Section 5.2, Inspection**, is replaced with the following: "**5.2 Inspection.** During the term of this Agreement and for one (1) year thereafter: (a) If Client's security requirements are met, 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 underreported Units of Software or Services ("**Notice**"); or (b) If Client security requirements are not met and upon Red Hat's request, Client will run a self-assessment with tools provided by and at the direction of Red Hat ("**Self-Assessment**") to verify Client's compliance with this Agreement. Within thirty (30) days from Red Hat's request, Client will finalize the Self-Assessment and provide Red Hat with the results in the form of a written report certified by Client's authorized officer including the number of underreported Units of Software or Services (the "**Report**"). In either event, after providing Notice(s) or Report(s) and receipt of an invoice, Client will make payment to Red Hat or its authorized channel partner for the applicable Services provided with respect to the underreported Units. Notwithstanding the foregoing, nothing in this section prevents the Government from disputing any invoice in accordance with the Contract Disputes Act (41 U.S.C. §§7101-7109)."

#### 4.0 Enterprise Agreement Section 6, Term and Termination:

Enterprise Agreement **Section 6.1** is replaced with the following: "**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 all Order Forms issued hereunder."

Enterprise Agreement **Section 6.2.1:** The following is deleted: "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."

Enterprise Agreement **Section 6.2.2** is replaced with the following: "**6.2.2** Termination shall be governed by the GSAR 552.212-4 (l) Termination for the Government's Convenience, and (m) Termination for Cause. 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 and consistent with GSAR 552.212-4 (l) Termination for the Government's Convenience, and (m) Termination for Cause, in the event an Order Form is terminated, 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."

5.0 Enterprise Agreement **Section 8.1:** The following is added to the end of **Section 8.1, Limitation of Liability:** "..., **EXCLUDING REPROCUREMENT COSTS.** This clause shall not impair the U.S. Government's right to recover for fraud or crimes arising out of or related to this Contract under any federal fraud statute, including the False Claims Act, 31 U.S.C. §§ 3729-3733."

6.0 Enterprise Agreement **Section 9.1:** The following is added to **Section 9.1, Obligations:** "Confidential Information may be subject to full or partial disclosure under the Freedom of Information Act, 5 U.S.C. §552."

7.0 Enterprise Agreement **Section 11, Open Source Assurance Program**, is deleted in its entirety.

8.0 Enterprise Agreement **Section 12, Governing Law/Consent to Jurisdiction**, is replaced with the following: "**12. Governing Law/Consent to Jurisdiction.** The validity, interpretation and enforcement of this Agreement, including end user license agreement for Software, will be governed by and construed in accordance with the laws of the United States without giving effect to the conflicts of laws provisions thereof or the United Nations Convention on Contracts for the International Sale of Goods. This Agreement is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. 601-613). Failure of the parties to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this Agreement shall be a dispute to be resolved in accordance with the clause at FAR 52.233-1, Disputes, which is incorporated herein by reference. In the event the Uniform Computer Information Transactions Act (UCITA) or any similar federal or state laws or regulations are enacted, it will not apply to this Agreement, and the governing law will remain as if such law or regulation had not been enacted."

#### 9.0 Enterprise Agreement Section 13 Miscellaneous

Enterprise Agreement **Section 13.2, Assignment** is replaced with the following: "**13.2 Assignment.** Assignments are subject to GSAR 552.212-4(w)(1)(xi) Non-assignment, FAR 52.232-23, Assignment of Claims and FAR 42.12 Novation and Change-of-Name Agreements."

Enterprise Agreement **Section 13.4, Force Majeure** is replaced with the following: "**13.4 Force Majeure.** Except as may be otherwise provided herein, this Agreement is subject to GSAR 552.212 -4 (f) Excusable delays."

Enterprise Agreement **Section 13.5, Non-solicitation**, is replaced with the following: "**13.5 Reserved.**"

The third and fourth sentences of **Section 13.6, Export and Privacy**, are deleted in their entirety.

The following is deleted from Enterprise Agreement **Section 13.7, Dispute Resolution**, "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.", and replaced with, "No claim or action, regardless of form, arising out of this Agreement or an Order Form may be brought by either party more than six (6) years after the cause of action has accrued."

The following is deleted from **Section 13.11, Complete Agreement**, "of the State of New York and".

10.0 Enterprise Agreement **Section 14, Waiver of Jury Trial**, is deleted in its entirety.

11.0 Red Hat Products purchased under the Enterprise Agreement and this Supplement may require access to certain Red Hat websites or portals covered by "terms of use" (e.g. [https://access.redhat.com/site/help/terms\\_conditions.html](https://access.redhat.com/site/help/terms_conditions.html)) ("**Red Hat Portal Terms of Use**"). In the event of any conflict between this Red Hat Terms of Use and this Supplement, this Supplement will take precedence. In the event Red Hat Terms of Use include terms requiring Client to indemnification obligation of Client, such indemnification obligations shall be deleted and the remaining terms and conditions shall be interpreted so as to be consistent with U.S. federal law.

# Red Hat Enterprise Agreement - US

## License Agreement

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, Inc. (“**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 Affiliates 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 Affiliates 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 United States Dollars, must be paid in United States Dollars, and, unless otherwise specified in writing, do not include out-of-pocket expenses 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 utilized by Client exceeds the number of Units for which Client has paid the applicable Fees. In its notice, Client will include the number of additional Units and the date(s) on which such Units were first utilized. Red Hat (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 the 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 noncompliance, including the number of underreported 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 underreports the number of Units utilized 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, 13.5-13.14, and 14 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 AND ITS AFFILIATES' AGGREGATE AND CUMULATIVE LIABILITY ARISING OUT OF OR RELATING TO THIS AGREEMENT AND ALL ORDER FORMS, INCLUDING WITHOUT LIMITATION ON ACCOUNT OF PERFORMANCE OR NON-PERFORMANCE OF OBLIGATIONS, REGARDLESS OF THE FORM OF THE CAUSE OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING, WITHOUT LIMITATION, NEGLIGENCE), STATUTE OR OTHERWISE WILL BE LIMITED TO DIRECT DAMAGES AND WILL NOT EXCEED THE AMOUNTS RECEIVED BY RED HAT DURING TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE FIRST EVENT GIVING RISE TO LIABILITY, WITH RESPECT TO THE PARTICULAR**

ITEMS (WHETHER SOFTWARE, SERVICES OR OTHERWISE) GIVING RISE TO LIABILITY UNDER THE MOST APPLICABLE ORDERING DOCUMENT.

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

## 9. Confidentiality

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

**9.2 Exclusions.** Confidential Information will not include information which: (i) is or later becomes publicly available without breach of this Agreement, or is disclosed by the Disclosing Party without obligation of confidentiality; (ii) is known to the Recipient at the time of disclosure by the Disclosing Party; (iii) is independently developed by the Recipient without use of the Confidential Information; (iv) becomes lawfully known or available to the Recipient without restriction from a source having the lawful right to disclose the information; (v) is generally known or easily ascertainable by parties of ordinary skill in the business of the Recipient; or (vi) is software code in either object code or source code form that is licensed under an open source license. The Recipient

will not be prohibited from complying with disclosure mandated by applicable law if, where reasonably practicable and without breaching any legal or regulatory requirement, it gives the Disclosing Party advance notice of the disclosure requirement.

## 10. Representations and Warranties

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

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

## 11. 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 [www.redhat.com/rhel/details/assurance/](http://www.redhat.com/rhel/details/assurance/). The terms for this optional program are subject to a separate agreement which can be viewed at [www.redhat.com/legal/open\\_source\\_assurance\\_agreement.html](http://www.redhat.com/legal/open_source_assurance_agreement.html).

## 12. Governing Law/Consent to Jurisdiction

The validity, interpretation and enforcement of this Agreement will be governed by and construed in accordance with the laws of the United States and of the State of New York without giving effect to the conflicts of laws provisions thereof or the United Nations Convention on Contracts for the International Sale of Goods. All disputes arising out of or relating to this Agreement will be submitted to the exclusive jurisdiction of the state or federal courts of competent jurisdiction located in Raleigh, North Carolina, and each party irrevocably consents to such personal jurisdiction and waives all objections to this venue. In the event the Uniform Computer Information Transactions Act (UCITA) or any similar federal or state laws or regulations are enacted, it will not apply to this Agreement, and the governing law will remain as if such law or regulation had not been enacted.

## 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, 100 East Davie Street, Raleigh, North Carolina 27601; Facsimile: (919) 754-3704.

**13.2 Assignment.** This Agreement is binding on the parties to this Agreement, and other than the rights conferred on Business Partners in Sections 5.1 and 6.2.2, nothing in this Agreement or in any Order Form grants any other person or entity any right, benefit or remedy of any nature whatsoever, except for the parties' Affiliates as expressly provided in this Agreement. 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 nonperformance or delays 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 license 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 alone.

**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 United States Government End Users.** The Software and its documentation are “Commercial items,” “Commercial computer software” and “Computer software documentation” as defined by the Federal Acquisition Regulations (“**FAR**”) and Defense Federal Acquisition Regulations Supplement (“**DFARS**”). Pursuant to FAR 12.211, FAR 12.212, DFARS, 227.7202-1 through 227.7202-4, and their successors, the U.S. Government acquires the Software and its documentation subject to the terms of this Agreement.

#### **14. Waiver of Jury Trial**

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, EACH PARTY WAIVES THE RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED UNDER THIS AGREEMENT.

## PRODUCT APPENDIX 1

### SOFTWARE AND SUPPORT SUBSCRIPTIONS

This Product Appendix (which includes Exhibits applicable to specific Red Hat Products) contains terms that describe the parameters and govern your use of Software Subscriptions and Support Subscriptions. This Product Appendix does not apply to Red Hat hosted or on-line subscription offerings. When we use a capitalized term in this Product Appendix without defining it in this Product Appendix, the term has the meaning defined in the Agreement to which this Product Appendix applies, either the Red Hat Enterprise Agreement attached hereto or, if applicable, a mutually signed agreement between Client and Red Hat. In the event of a conflict, inconsistency or difference between this Product Appendix and an Exhibit to this Product Appendix, the terms of the Exhibit control.

Red Hat may modify or update of this Product Appendix either by posting a revised version of this Product Appendix at <http://www.redhat.com/agreements>, or by providing notice using other reasonable means and Contractor will be required to obtain GSA's approval to any material changes before effective. If you do not agree to the revised version then, (a) the existing Product Appendix will continue to apply to Red Hat Products you have purchased as of the date of the update for the remainder of the then- current Subscription term(s); and (b) the revised version will apply to any new purchases or renewals of Red Hat Products made after the effective date of the revised version.

This Product Appendix does not apply to generally available open source projects such as [www.wildfly.org](http://www.wildfly.org), [www.fedoraproject.org](http://www.fedoraproject.org), [www.openstack.redhat.com](http://www.openstack.redhat.com), [www.gluster.org](http://www.gluster.org), [www.centos.org](http://www.centos.org), okd.io [Ansible Project Software](#) or other community projects.

## 1. Subscription Services

**1.1 Unit Definitions.** Fees for Subscription Services are determined by counting the Units and metrics associated with the applicable Red Hat Product. Table 1.1 below defines the various Units that are used to measure your use of Software Subscriptions. The specific Units that apply to the various Software Subscriptions are contained in the Order Form(s) applicable to your purchases and in the Exhibit(s).

**Table 1.1**

Unit	Software Subscription Unit Definitions
Certificate	a file that identifies the holder and enables the secure exchange of information that is generated or managed by the Software.
Core	a physical processing core located in a CPU or a virtual processing core within a virtual machine or supporting a container, in each case, that contains or executes the Software.
Core Band	a group of processing Cores (e.g. 2, 4, 16 or 64).
CPU	a central processing unit in a computer system.
Customer User	your and your Affiliates' third party end users with access to the Software.
Deployment	means an installation of a single Quay Enterprise registry using a single shared data store.
Employee User	your and your Affiliates' employee users acting on your behalf (including your independent contractors and those of your Affiliates) who are able to access the Software.
Full Time Equivalent or FTE	the sum of (a) the total number of full time faculty plus one third of the part time faculty and (b) the total number of full time staff plus one half of the part time staff.
GB of RAM	a gigabyte of processing memory that contains or executes the Software.
Managed Node	each and every Node managed by the Software. "Node" means a Virtual Node, Physical Node, device or other instance of software.
Module	use of the Software to manage one System, Virtual Node or Physical Node.
Physical Node	a physical system which contains or executes all or a portion of the Software including, without limitation, a server, work station, laptop, blade or other physical system, as applicable.
Power IFL (Integrated Facility for Linux) including PowerVM	a processor core on an IBM Power system that is activated and contains or executes all or a portion of the Software.
Socket	a socket occupied by a CPU.
Socket-pair	up to two Sockets.
Storage Band	an amount of Storage (measured in terabytes "TB" and/or petabytes "PB"), where "Storage" is the total (absolute) capacity of storage available to each instance of the Software.
System	a system which contains or executes all or a portion of the Software including, without limitation, a server, work station, laptop, virtual machine, container, blade, node, partition, appliance or engine, as applicable.
System on a Chip or SOC(s)	a single integrated circuit that includes the major components of a computer and is generally recognized as a system on a chip.
System z IFL (Integrated Facility for Linux)	a mainframe CPU that is activated and contains or executes all or a portion of the Software.

vCPU	a physical CPU, in whole or in part, which is assigned to a virtual machine or container which contains or executes all or a portion of the Software.
Virtual Node or Virtual Guest	an instance of the Software executed, in whole or in part, on a virtual machine or in a container.

## 1.2 Use of Subscription Services.

- (a) **Basis of the Fees.** While you have Subscriptions entitling you to receive Subscription Services for a Red Hat Product, you are required to purchase the applicable Software Subscriptions and Support Subscriptions in a quantity equal to the total number and capacity of Units of that Red Hat Product from the commencement of your use or deployment of such Red Hat Product(s). For Add-On Subscriptions, you must purchase a quantity equal to the total number and capacity of Units that receive the associated Subscription Services. For purposes of counting Units, Units include (a) non-Red Hat Products if you are using Subscription Services to support or maintain such non-Red Hat Products and (b) versions or copies of the Software with the Red Hat trademark(s) and/or logo file(s) removed. The fees are for Subscription Services; there are no fees associated with the Red Hat Software licenses. An instance of a Red Hat Universal Base Image by itself (e.g., not combined or used with Red Hat Products) is not considered a Unit unless such instance receives or uses Subscription Services.
- (b) **Supported Use Cases.** Subscription Services are provided for Software only when the Software is used for Supported Use Cases as described in the table below and the Exhibits to this Product Appendix. The Supported Use Case(s) associated with a Red Hat Product also determine the type of Subscription that is required. If your use of any aspect of the Subscription Services is contrary to or conflicts with 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 on a System that is a server, you are obligated to purchase Red Hat Enterprise Linux Server Subscription Services.

**Table 1.2(b): Supported Use Cases**

Use Case Name	Supported Use Case	Hardware Capacity Limitations and Examples
Edge Server	Supported only for server class hardware used for distributed computing excluding deployments in a data center, purpose built hosting facility or public cloud.	Physical and virtual server class instances, typically connected to data sources from endpoints or gateways and optionally connected to cloud and data center resources. Server class hardware and systems with up to 1-2 physical sockets, more than 8 cores per socket, over 32G of memory.
Edge Gateway	Supported only for non-server class hardware used for distributed computing, typically connecting to endpoint systems and devices to aggregate them. Gateways provide a secure bi-directional interconnect between the IT enterprise datacenter and to the individual endpoint devices via one or multiple cloud- cellular- LAN or WiFi connections. Excludes deployments in a data center, purpose built hosting facility or public cloud.	Devices include non-server hardware such as the Intel NUC with mobile or desktop class processors, Intel Celeron & i3 - i7 CPUs.
Edge Endpoint	Supported for non-server class hardware at the endpoint with lightweight, low cost, single purpose devices such as systems on chip or module, connecting IoT and other sensor and data gathering systems. Excludes deployments in a data center, purpose built hosting facility or public cloud.	Devices include single purpose system on chip ("SoC"), system on module ("SoM") boards, Atom class processors directly receiving input from a data generating source(s) including human interfacing devices such as kiosks and retail POS devices.
Disaster Recovery	Supported only on Systems or Physical Nodes used intermittently for disaster recovery purposes such as systems receiving periodic backups of data from production servers, provided those disaster recovery systems have the same Service Levels (as set forth in the Subscription Appendix, Section 2.3(d)) and configurations (e.g. Socket-pairs, Virtual Guests, Cores). The Disaster Recovery Use Case does not include the execution of active workloads.	Not applicable.
Backup and Archival	Supported only for Software used for backup or archival purposes.	Off-line storage devices.
Developer Support for Teams	Solely to support the Software contained in the Red Hat Developer Support Subscriptions for Teams for Development Uses.	Not applicable.
AI/ML	Solely to support applications that (a) include or access a data warehouse and (b) use techniques which learn or create logic by analyzing large data sets.	Not applicable.

Migration	Supported for temporary scenarios where Client is (a) transitioning from an unsupported technology to a standard Red Hat Product, or (b) upgrading from one version of a Red Hat Product to a newer version of a Red Hat Product.	Not applicable.
-----------	---	-----------------

- (c) **Development and Production Uses.** This Section 1.2(c) describes four types of Activities (Demonstration Activities; Individual Coding and Testing Activities; Multi-User Development, Test and Integration Activities; and Deployment Activities). As described in Table 1.2(c), each of the Activities is categorized as either a Development Use or a Production Use, based on the Red Hat Product to which the Activities are associated. For example, Multi-User Development, Test and Integration Activities is a Development Use for Red Hat Enterprise Linux but a Production Use for Red Hat Application Services. “**Development Use**” consists of the Activities set forth in Table 1.2(c) below based on the Red Hat Product lines; and also includes creating software that functions as an extension to or an integration with a Red Hat Product (e.g. OpenShift operator or Ansible integrations). “**Production Use**” consists of those Activities identified as Production set forth in the Table below and any use other than for Development Use. These defined terms are used in numerous Red Hat Product Use Cases in the attached Exhibits. Notwithstanding anything to the contrary, Development Use and Production Use both exclude Unauthorized Subscription Services Uses.

**Table 1.2(c): Development and Production Uses**

Red Hat Product line	Development Use vs Production Use			
	Demonstration Activities	Individual Coding and Testing Activities	Multi-User Development,-Test and Integration Activities	Deployment Activities
Red Hat Enterprise Linux and associated products (Exhibit 1.A)	Development Use	Development Use	Development Use	Production Use
All other Red Hat Products (Exhibits 1.B, 1.C, 1.D and 1.E)	Development Use	Development Use	Production Use	Production Use

- (d) **Support Levels.** You agree not to use Software Subscriptions with support service levels, such as Standard and/or Premium, (as described in Section 2.4(c) below) higher than the support levels (e.g. Self-support and/or Standard) you have purchased. For example, clusters of systems all require the highest level support for that given cluster.
- (e) **Transferring Subscriptions.** You may transfer, migrate or otherwise move Software Subscriptions provided you are accountable for the number and types of Units associated with the Software Subscriptions.
- (f) **Scope of Use of Subscription Services.** The Agreement (including pricing) is premised on the understanding that you will use Subscription Services only for your internal use (which may include Affiliates). Your internal use may include running a web site and/or offering your own software as a service, provided that such use (a) does not include a distribution, sale or resale of any of the Subscription Services and (b) provides as the primary component of the web site or service a material value added application other than the Subscription Services. However, providing the Subscription Services to, or using them for the benefit of, a third party (for example, using Subscription Services to provide hosting services, managed services, Internet service provider (ISP) services, or third party access to or use of the Subscription Services) is a material breach of the Agreement.
- (g) **Use by Contractors.** Subscription Services may be used by third parties acting on your behalf, such as contractors or outsourcing vendors provided: (i) you remain fully responsible for all of your obligations under the Agreement and this Product Appendix and for the activities and omissions of the third parties and (ii) in the case of a migration to a third party cloud or hosting provider, you are qualified for and comply with the terms of the Red Hat Cloud Access program as set forth in Section 3 below.
- (h) **Unauthorized Use of Subscription Services.** Any unauthorized use of the Subscription Services may be a material breach of the Agreement in accordance with the Contract Disputes Act. Unauthorized use of the Subscription Services includes: (a) only purchasing or renewing Subscription Services based on some, but not all, of the total number of Units, (b) splitting or applying one Software Subscription to two or more Units, (c) providing Subscription Services (in whole or in part) 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 without purchasing Subscription Services for each such instance (collectively, “**Unauthorized Subscription Services Uses**”).
- 1.3 Subscription Start Date.** Unless otherwise agreed in an Order Form, Subscription Services will begin on the earlier of the date you purchase or first use the Subscription Services.
- 1.4 End User and Open Source License Agreements.** The Red Hat Software is governed by the EULAs set forth at [www.redhat.com/agreements](http://www.redhat.com/agreements). Client is not bound by any End User License Agreement terms not explicitly provided herein or attached hereto. Software Subscriptions and Subscription Services are term-based and will expire if not renewed. This Agreement establishes the rights and obligations associated with Subscription Services and is not intended to limit your rights to software code under the terms of an open source license.
- 1.5 Red Hat Software Subscription Bundles.** Red Hat offers combinations of Software Subscriptions with complementary feature sets and price discounts (“**Bundle(s)**”). The basis of the fees for these Bundles is the combined use of such Software Subscriptions on a single Unit. When any of the combined Software Subscriptions are used independently from the Bundle, the fees for such independent usage will be Red Hat’s standard fees associated with the Unit for the particular Software Subscription.

**1.6 Usage Related Information.** As part of the Subscription Services, information related to use of the Software may be transmitted to Red Hat. That information may be used for purposes of providing support and upgrades, optimizing performance or configuration, minimizing service impacts, identifying and remediating threats, troubleshooting, improving the offerings and user experience, responding to issues and for billing purposes pursuant to the Agreement. Additional details related to the type of information collected and the methods by which you may opt out of the data collection are provided in the specific Red Hat Product documentation.

## 2. Subscription Service Support Terms

**2.1 Trials and Evaluations.** Red Hat may offer Trial and/or Evaluation Subscriptions for trial or evaluation purposes and not for Production Use. Trial or Evaluation Subscriptions may be provided with limited or no support and/or subject to other limitations. If you use the Trial or Evaluation Subscription(s) for any purpose other than trial or evaluation, you are in violation of this Agreement and are required to pay the applicable subscription fees for such use in accordance with Section 1 above, in addition to any and all other remedies available to Red Hat.

**2.2 Developer Subscriptions.** Red Hat may offer Developer Subscriptions for Development Use and not for Production Use. Developer Subscriptions may be provided with limited or no support and/or subject to other limitations. If you use the Developer Subscription(s) for any purpose other than Development Use, you are in violation of this Agreement and are required to pay the applicable subscription fees for such use in accordance with Section 1 above, in addition to any and all other remedies available to Red Hat..

**2.2.1 Red Hat Developer Subscription for Teams.** Red Hat Developer Subscription for Teams provides access to Software for numerous Red Hat Products (excluding Red Hat OpenShift Container Platform), on a self-supported basis only for Development Use on up to 25,000 Physical or Virtual Nodes. You may purchase Support Add-ons for certain Red Hat Products contained in the Red Hat Developer Subscription for Teams. If you provide Red Hat with personal information in the form of a list(s) to create accounts on a batch or bulk basis, you represent to Red Hat that you have the required consents of the individuals on such list to be added to the appropriate Red Hat systems.

**2.3 Support from a Business Partner.** If you purchase Software Subscriptions that include support provided by an authorized Red Hat Business Partner (not by Red Hat) then Section 2.4 does not apply to you and you should work with your Business Partner to obtain support services. Section 2.4 only applies if you have purchased Software Subscriptions with Support provided by Red Hat.

### 2.4 Support from Red Hat.

(a) **Development Support.** Certain Software Subscriptions include Development Support. **"Development Support"** consists of assistance with architecture, design, development, prototyping, installation, usage, problem diagnosis and bug fixes, in each case, for the applicable Software when used for Development Use. Requests for deployment and maintenance assistance and/or assistance for Production Use are not included within the scope of Development Support, but may be available on a consulting basis under the terms of a separate agreement.

(b) **Production Support.** Certain Software Subscriptions include Production Support. **"Production Support"** consists of assistance with installation, application testing, usage, problem diagnosis and bug fixes, in each case, for the applicable Software when used for Production Use. Production Support does not include assistance with (i) code development, system design, network design, architectural design, optimizations, tuning recommendations, development or implementation of security rules or policies, (ii) third party software made available with Red Hat Software, (iii) software on the supplementary, optional or Extra Packages for Enterprise Linux ("EPEL") channels or (iv) preview technologies.

(c) **Support Coverage.** Support is provided in the English language but may be available in other languages based on available resources. Red Hat does not provide support for (a) any underlying infrastructure or for any third party products; (b) Software that (i) you (or a third party) have modified or recompiled, (ii) is running on hardware or platforms that are not Supported Configurations or (iii) is not running in its Supported Use Case. You are responsible for testing the Software before deploying it in your environment, backing up your systems on a regular basis and having those backups available if needed for support purposes. Except as otherwise expressly stated, Support does not include data migration or data recovery support. Unless otherwise agreed in writing, Support does not include remote access by Red Hat personnel to your network and/or systems.

(d) **Service Level Guidelines.** Red Hat will use commercially reasonable efforts to provide Support at one or more of the following support levels, depending on the Red Hat Product: Self-support, Standard or Premium, as set forth at <https://access.redhat.com/support/offerings/production/sla>. After the initial response to a support request, Red Hat will provide status updates on the issue consistent with the update guidelines applicable to the Severity Level (which may be downgraded to a lower Severity Level during the course of resolving the support request) until the issue is resolved or the parties agree on an alternative update schedule.

(e) **Obtaining Support.** To receive Support, you must provide Red Hat with sufficient information to validate your entitlement to the relevant Support. Certain Support is provided only during Red Hat's local standard business hours. You may contact Red Hat through your designated Support Contacts. You may designate up to the number of contacts described at <https://access.redhat.com/support/offerings/production/contacts> based on the number of Standard and Premium Software Subscriptions you have purchased (other than for Academic Edition Customers with Campus Wide Subscriptions which are based on the number of FTEs).

**2.5 Software Subscription Lifecycle.** During the life cycle of Software, the scope of Software Maintenance and Support evolves and, after a number of years, we discontinue Software Maintenance and Support for older versions of Software. The life cycle for Software Maintenance and Production is described at [https://access.redhat.com/support/policy/update\\_policies.html](https://access.redhat.com/support/policy/update_policies.html) and, in certain instances, in the Exhibit(s). For certain versions of Software, you may purchase Extended Update Support ("EUS") and/or Extended Life Cycle Support ("ELS") Add-On Subscription(s) to extend your Subscription Services as further described at <https://access.redhat.com/support/policy/updates/errata/>, provided EUS Subscriptions are included in certain Software Subscriptions.

### 3. Cloud Access: Deploying Software Subscriptions in a Public Cloud

**3.1 Enabling Eligible Subscriptions for use in a Public Cloud.** You may deploy Red Hat Software Subscriptions in a Vendor's Cloud under the Cloud Access program if you have a sufficient number of Software Subscriptions, provided such Software Subscriptions do not have Units that are solely based on physical attributes as further described at the Red Hat Subscription Management Customer Portal (<https://access.redhat.com/management/cloud>). The deployment of Software Subscription(s) for use in a Vendor's Cloud does not change the start date or the duration of the original Software Subscription(s). This means that when your Software Subscription expires, your access to the Software Subscription deployed in the Vendor's Cloud will cease, unless renewed.

**3.2 Cloud Usage Reporting.** You consent to the Vendor reporting to Red Hat your usage of Red Hat Software Subscriptions in the Vendor's Cloud.

**3.3 Public Cloud Terms of Service.** Through the Cloud Access program, you may obtain access to Software images and/or updates to the Software, if and when available, either (a) via new images obtained from the Vendor's Cloud or (b) from a Red Hat Portal. Certain information (such as Software related notices) may only be available to you via the Red Hat Portal. Payments to Red Hat for Software Subscriptions do not include any fees that may be due to the Vendor for the Vendor's Cloud services. Red Hat is not a party to your agreement with the Vendor and is not responsible for providing access to the Vendor's Cloud or performing any other obligations of the Vendor. The Vendor is solely responsible and liable for the Vendor's Cloud. Red Hat may have a support relationship with the Vendor that enables Red Hat and the Vendor to collaborate and you consent to (i) Red Hat discussing your Software Subscriptions and related Support with the Vendor and (ii) Red Hat and the Vendor sharing information for the purpose of providing Services. Red Hat will provide Support to you for each Eligible Subscription pursuant to this Agreement. Certain software components or functionality of the Software contained in the original Software Subscription (or Add-on Subscription) may not be available or supported when used in the Vendor's Cloud.

**3.4 Vendor Specific Services.** Vendors may offer other services, offerings or commitments related to their Clouds, which may include the provision of services by US only personnel, compliance with various legal regimes or other Vendor Cloud specific obligations. Notwithstanding what may be offered by a Vendor, the Software Subscriptions are not provided subject to the terms of those Vendor offerings, and any Vendor offerings solely related to the Cloud itself and not to the Software Subscriptions operated on the Cloud. As between Red Hat and you, you are solely responsible for complying with any applicable export laws or regulations related to your use of the Software Subscriptions and you agree not to transmit information, data or technology governed by the International Traffic in Arms Regulations to Red Hat in the course of your use of the Software Subscriptions.

**3.5 Vendor Termination.** Red Hat may terminate the availability of a particular Vendor that offers Cloud Access with sixty (60) day notice, provided you may continue to use any Software Subscription for the remainder of the term of the Software Subscription on another Vendor's Cloud or on your premises under the terms of this Agreement.

### 4. Definitions

**"Add-On Subscriptions"** are optional Software Subscriptions that may be purchased in addition to the base Software Subscription (e.g. a Red Hat Enterprise Linux Software Subscription).

**"Cloud"** means a Vendor's hosted computing infrastructure that provides systems, virtual machines or container hosts to end users. **"Cloud Access"** is the Red Hat program that allows you to use Eligible Subscriptions in a Vendor's Cloud under the terms set forth in Section 3.

**"Demonstration Activities"** means deploying some or all of the Software with other software or hardware solely for the purpose of illustrating its capabilities excluding use in staging and acceptance testing environments and revenue generating deployments such as paid proof of concepts.

**"Deployment Activities"** means using the Software (a) in a production environment, (b) with live data and/or applications for any reason except Development Use and/or (c) for backup instances, whether cold or hot backup. **"Development Uses"** is defined in Section 1.2(c) above.

**"Eligible Subscriptions"** means certain Software Subscriptions that meet the criteria for Cloud Access set forth at [www.redhat.com/solutions/cloud/access](http://www.redhat.com/solutions/cloud/access).

**"EULA"** means the end use license agreements for the Red Hat Products located at <https://www.redhat.com/en/about/red-hat-end-userlicense-agreements>.

**"Evaluation Subscriptions"** and/or **"Trial Subscriptions"** means Red Hat Products offered without charge solely for evaluation and not for Production Use or Development Use, including offerings described as evaluation, trial, preview or beta.

**"Individual Coding and Testing Activities"** means an individual working independently (with their own installation of Red Hat Software) to develop other software and/or perform prototyping or quality assurance testing, excluding any form of automated testing, multi-user testing and/or multi-client testing.

**"Multi-User Development, Test and Integration Activities"** means deploying the user-space (non-kernel) Software components, container images or products packaged as container images, solely for the purposes of multi-user software development, build, continuous integration environment and testing, including automated testing, multi-user testing and/or multi-client testing of such Software.

**"Product Appendix(ces)"** means the specific terms applicable to the Red Hat Products posted at <http://www.redhat.com/agreements> or otherwise attached to or incorporated into an Order Form.

**"Production Use"** is defined in Section 1.2(c) above.

**"Red Hat Portal"** means a Red Hat hosted delivery portal, such as Red Hat Customer Portal, Red Hat Container Registry, cloud.redhat.com and/or Red Hat Update Infrastructure ("RHUI") that provides Software Access and/or Software Maintenance.

**"Red Hat Products"** means Software, Subscription Services, and other Red Hat branded offerings made available by Red Hat.

**"Red Hat Universal Base Image(s)"** means a certain subset of Red Hat Enterprise Linux user space (non-kernel) software components and supporting container software provided by Red Hat via Red Hat Universal Base Image repositories.

**"Software"** means Red Hat branded software that Red Hat provides as part of a Red Hat Product. **"Software Access"** means access to various Software versions if and when available.

**"Software Maintenance"** means access to updates, upgrades, corrections, security advisories and bug fixes for Software, if and when available.

“**Software Subscription**” means a Subscription that contains Software Access, Software Maintenance and Support.

“**Stacking**” (or “**Stacked**” or “**Stackable**”) means the use of more than one Subscription to account for the capacity of a System or Physical Node.

“**Standard Business Hours**” are listed at <https://access.redhat.com/support/contact/technicalSupport.html>.

“**Subscription**” means a time bound Red Hat Product offering, other than professional services.

“**Subscription Services**” means Red Hat offerings consisting of Software Access, Software Maintenance, Support and/or any other services associated with and during the term of a Subscription. “**Support**” means access to Red Hat support for issues relating to Software as described in Product Appendix 1.

“**Supported Configuration(s)**” means the supported Red Hat Product hardware and platform configurations that are listed at <https://access.redhat.com/supported-configurations>.

“**Support Contact(s)**” is a person authorized by you to open support requests and/or contact Red Hat support personnel.

“**Support Subscriptions**” means a Subscription that contains a specialized Support offering that is supplemental to Support provided in a Software Subscription.

“**Supported Use Case**” means the manner and/or environment in which a particular Subscription(s) is used and supported as further defined in an applicable Exhibit.

“**Vendor**” means the Red Hat authorized third party from whom you purchase Cloud services and who is authorized by Red Hat to participate in this Cloud Access program.

## EXHIBIT 1.A

### RED HAT ENTERPRISE LINUX AND RELATED SOFTWARE SUBSCRIPTIONS



This Exhibit 1.A. to Product Appendix 1 contains terms that describe the parameters and govern your use of the Software Subscriptions described below.

#### 1. Unit of Measure and Purchasing Requirements for Red Hat Enterprise Linux Server, Red Hat Virtualization and Red Hat OpenStack Platform

Table 1 sets forth the support level, Units of measure, capacity limitations, and stacking capabilities for various Red Hat Enterprise Linux Server, Red Hat Virtualization and Red Hat OpenStack Platform Software Subscriptions. You must purchase the appropriate number and type of these Software Subscriptions based on the Unit and other parameters described in Table 1 below.

Table 1

Software Subscription	Support Level	Unit of Measure	Capacity		Stackable
			Socket(s) or SOCs	Virtual Nodes	
Red Hat Enterprise Linux Server (Physical or Virtual Nodes) Red Hat Enterprise Linux for SAP Solutions Red Hat Enterprise Linux for Distributed Computing, Edge Server	Standard or Premium	Physical Node or Virtual Nodes	Socket-pair for each Physical Node or 2 Virtual Nodes		Physical Node: Yes
Red Hat Enterprise Linux for Distributed Computing, Endpoint Red Hat Enterprise Linux for Distributed Computing, Gateway	Standard or Premium	Physical Node or Virtual Nodes	Single Socket for each Physical Node or 2 Virtual Nodes		Physical Node: Yes
Red Hat Enterprise Linux for Virtual Datacenters Red Hat Enterprise Linux for Virtual Datacenters for SAP Solutions (see Notes 1 below)	Standard or Premium	Physical Node	Socket-pair	Unlimited Virtual Nodes running on a Socket-pair	Physical Node: Yes
Red Hat OpenStack Platform Red Hat OpenStack Platform for Atom Red Hat OpenStack Platform for Real Time	Standard or Premium	Physical Node	Socket-pair	Unlimited Virtual Nodes running on a Socket-pair	Physical Node: Yes
Red Hat OpenStack Platform for Bare Metal Managed Nodes	Standard or Premium	Physical Node	Socket-pair	None	Physical Node: Yes
Red Hat Enterprise Linux for Real Time Red Hat Virtualization Red Hat Enterprise Linux for ARM	Standard or Premium	Physical Node	Socket-pair	N/A	Physical Node: Yes

Red Hat Enterprise Linux for Power Red Hat Enterprise Linux for SAP Solutions for Power	Standard or Premium	Physical Node or Virtual Nodes	Up to 4 processor cores or Socket-pair	N/A	Virtual Node: Yes Physical Node: Yes
Red Hat Enterprise Linux for Power with Smart Virtualization Red Hat OpenStack Platform for Power	Standard or Premium	Physical Node	Socket-pair	N/A	Physical Node: Yes
Red Hat Enterprise Linux for System z	Standard or Premium	System z IFL	N/A	N/A	System z IFL: Yes
Red Hat Enterprise Linux for Hyperscale Red Hat OpenStack Platform for Hyperscale	Standard	Physical Node	Band of SOCs	None	Physical Node: No
Red Hat Enterprise Linux Server Entry Level	Self-support	Physical Node	Socket-pair	None	Physical Node: No
Red Hat OpenStack Platform Red Hat Enterprise Linux with Smart Virtualization	Standard or Premium	Physical Node	Socket-pair	Unlimited Virtual Nodes running on a Socket-pair	Physical Node: Yes
Red Hat Enterprise Linux with Smart Virtualization for SAP Applications Red Hat Virtualization Suite Red Hat Virtualization Suite for SAP Applications					
Red Hat Enterprise Linux for PRIMEQUEST	Premium	Physical Node	1-2 Sockets, 9 Logical Partitions 4 Sockets, 10 Logical Partitions 6 Sockets, 11 Logical Partitions or 8 Sockets, 12 Logical Partitions		Physical Node: No
Red Hat Enterprise Linux Desktop	Self-support, Standard or Premium	System	1 CPU Up to 8GB RAM	1 Virtual Guest	CPU: No
Red Hat Enterprise Linux Workstation	Self-support, Standard or Premium	System	2 CPU Unlimited RAM	1 Virtual Guest or 4 Virtual Guests	CPU: No
Red Hat Enterprise Linux Academic Site Subscription Red Hat Infrastructure for Academic Institutions - Site Subscription	Standard or Premium	Full Time Equivalent (FTE)	1-2 Sockets	1 Virtual Guest	N/A

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

## 2. Red Hat Enterprise Linux Server Add-Ons

Red Hat Enterprise Linux Server Subscriptions may be purchased with one or more optional Add-On Subscriptions. Add-On Subscriptions require a separate paid and active Software Subscription for each Unit that deploys, installs, uses or executes such Add-On. Each Unit of an Add-On Subscription (a) must match the Unit of Measure and capacity of the underlying Red Hat Enterprise Linux Unit and (b) inherits the Support Level of the underlying Red Hat Enterprise Linux Unit. Add-On Subscriptions are not supported on Red Hat Enterprise Linux Subscriptions with a Self-support service level.

### 3. Red Hat Enterprise Linux Server Supported Use Cases

Table 3

Software Subscription	Supported Use Case
Red Hat Enterprise Linux Server (see Note 1 below) Red Hat Enterprise Linux for ARM Red Hat Enterprise Linux for Power Red Hat Enterprise Linux Server for System z	Supported only for server computing on Supported Configurations, including delivery of services to other logical or physical client or server systems and the execution of multi-user applications.
Red Hat Enterprise Linux for Real Time Red Hat OpenStack Platform for Real Time	Supported only on systems running (a) operating environments identified at <a href="http://www.redhat.com/mrg/hardware">www.redhat.com/mrg/hardware</a> as Red Hat Enterprise Linux for Real Time compatible and (b) hardware systems identified as Red Hat Enterprise Linux for Real Time certified at <a href="https://hardware.redhat.com">https://hardware.redhat.com</a> will be supported.
Red Hat Enterprise Linux for PRIMEQUEST	Subscription Services are provided only on Fujitsu PRIMEQUEST systems.
Red Hat Enterprise Linux for SAP HANA Red Hat Enterprise Linux for SAP Solutions	Subscription Services are provided only on Supported Configurations certified by SAP solely to run SAP's HANA platform, S4 HANA and/or NetWeaver product.
Red Hat Enterprise Linux for Hyperscale	Subscription Services are provided only on Supported Configuration in the form of chassis that contain and use at least five (5) SOCs.
Red Hat Enterprise Linux for HPC Compute Nodes Red Hat Enterprise Linux for HPC Head Nodes Red Hat Enterprise Linux for ARM for HPC Compute Nodes Red Hat Enterprise Linux for ARM for HPC Head Nodes	Supported only for 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 node inherits the Service Level (as set forth in Section 2.3(d) of the Product Appendix) of the Head Node.
Red Hat Enterprise Linux for Grid Nodes	Supported only in a compute Grid where a "Grid" means a minimum of fifty (50) Socket-pairs that are networked and managed to solve workloads with the following characteristics: (a) all the nodes in the group of systems have the same Red Hat Enterprise Linux configuration, (b) the group of systems is running a single application or is controlled by a single job scheduler, (c) the workloads are sent to the group of systems by a job scheduler, (d) the workloads are maintained in a single distributed application across the nodes in the group of systems, (e) the workloads are non interactive, and (f) the production outage of the complete group of systems is defined as 30% of the nodes in the group of systems being unable to run the workload. This Supported Use Case does not include nodes running databases, web applications, load balancing, or file services.
Red Hat Enterprise Linux with Smart Virtualization Red Hat Enterprise Linux for Power with Smart Virtualization	Supported on physical hardware solely to support virtual guests. Red Hat Enterprise Linux with Smart Virtualization is designed to run and manage virtual instances. The included Red Hat Enterprise Linux Software Subscription is supported solely when used as the host operating system with the Red Hat Virtualization Hypervisor or when used as the guest operating system with virtual machines.
Add-Ons: High Availability, Load Balancer, Resilient Storage, Scalable File System, Extended Update Support, Extended Life Cycle Support, and Red Hat Insights	Supported only on active Standard and Premium level Red Hat Enterprise Linux Server Software Subscriptions.
Red Hat Enterprise Linux Server used as a Virtual Guest	Virtual Guests may be pooled or shared on any other System that has a Software Subscription with the same (a) Support Level (Standard or Premium) and (b) number of Virtual Guests (1, 4 or unlimited Virtual Guests), provided that you do not exceed the total number of Virtual Guests associated with the underlying Software Subscriptions.

Red Hat Virtualization	Supported on physical hardware solely to support virtual guests. Red Hat Virtualization is designed to run and manage virtual instances and does not support user-space applications. Red Hat Virtualization may be used as a virtual desktop infrastructure solution, however, the Subscription does not come with software or support for the desktop operating system. You must purchase the operating system for each instance of a desktop or server separately. Red Hat Virtualization Manager, a component of Red Hat Virtualization, includes a subscription for Red Hat Enterprise Linux for the purposes of running Red Hat Virtualization Manager. Red Hat Virtualization includes Red Hat JBoss Enterprise Application Platform solely supported to run certain utilities in Red Hat Virtualization.
Red Hat Virtualization Suite Red Hat Virtualization Suite for SAP Applications	Supported only when used on a Physical Node that is a server. Red Hat Enterprise Linux is supported solely when used as the guest operating system with virtual machines created and managed with Red Hat Virtualization. Red Hat CloudForms is included and only supported when used to manage virtual machines created with Red Hat Virtualization Suite. Red Hat Virtualization includes Red Hat JBoss Enterprise Application Platform solely supported to run certain utilities in Red Hat Virtualization.
Red Hat Enterprise Linux Desktop	Supported only on 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. Red Hat Enterprise Linux Desktop does not include support for open source server applications (e.g., Apache, Samba, or NFS), testing and development purposes or to share data with peers. Each Red Hat Enterprise Linux Desktop Software Subscription includes one Smart Management Module, each to be used solely with a single Red Hat Enterprise Linux Desktop System.
Red Hat Enterprise Linux Workstation	Supported only on 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. Each Red Hat Enterprise Linux Workstation Software Subscription includes one Smart Management Module to be used solely with a single Red Hat Enterprise Linux Workstation System.
Red Hat OpenStack Platform (Physical Node) Red Hat OpenStack Platform for Power	Supported only when used on a Physical Node that is a server. Red Hat Enterprise Linux is supported solely when used as the host operating system for running Red Hat OpenStack Platform or when used as the guest operating system with virtual machines created and managed with Red Hat OpenStack Platform. Red Hat Enterprise Linux is currently the only supported operating system for Red Hat OpenStack Platform. Red Hat CloudForms, Red Hat AMQ and Red Hat OpenShift Container Platform are included and only supported when used to monitor and manage virtual machines created with Red Hat OpenStack Platform.
Red Hat OpenStack Platform (without guest OS) Red Hat OpenStack Platform for Power (without guest OS)	Supported only when used on a Physical Node that is a server. Red Hat Enterprise Linux is supported solely when used as the host operating system for running Red Hat OpenStack Platform. Red Hat Enterprise Linux is currently the only supported operating system for Red Hat OpenStack Platform. Red Hat CloudForms, Red Hat AMQ and Red Hat OpenShift Container Platform are included and only supported when used to monitor and manage virtual machines created with Red Hat OpenStack Platform.
Red Hat OpenStack Platform for Atom	Supported only when used on a Physical Node that is a server running an Intel Atom processor. Red Hat Enterprise Linux is supported solely when used as the host operating system for running Red Hat OpenStack Platform. Red Hat Enterprise Linux is currently the only supported operating system for Red Hat OpenStack Platform. Red Hat CloudForms is included and only supported when used to manage virtual machines created with Red Hat OpenStack Platform.
Red Hat OpenStack for Bare Metal Managed Node	Supported for each Physical Node managed by Red Hat OpenStack Platform. Red Hat Enterprise Linux is supported solely when used as the host operating system for Red Hat OpenStack Platform.
Red Hat Enterprise Linux – Academic Server  Red Hat Enterprise Linux Academic Desktop Red Hat Enterprise Linux Academic Workstation	Supported only for use by qualified academic institutions for teaching and learning purposes that consist of (a) faculty, staff, or student laptops or desktops for personal and academic use, (b) computer labs available to faculty, staff, and students for general education use, (c) classroom desktops, (d) laboratories for technical and research use and/or (e) laboratories for software development use. Red Hat Enterprise Linux – Academic Edition is not supported when used for any purpose other than as described in (a) – (e) above. Qualified academic institutions must be accredited by a national accreditation agency (e.g. the United States accreditation is located at <a href="http://ope.ed.gov/accreditation/Search.aspx">http://ope.ed.gov/accreditation/Search.aspx</a> ). <b>Note:</b> When you use Red Hat Enterprise Linux – Academic Edition for non-qualified academic purposes as described above, standard Red Hat Enterprise Linux subscription rates apply.
Red Hat Enterprise Linux Academic Site Subscription	Supported only for use by qualified academic institutions. Qualified academic institutions must (a) be accredited by a national accreditation agency (e.g. the United States accreditation is located at <a href="http://ope.ed.gov/accreditation/Search.aspx">http://ope.ed.gov/accreditation/Search.aspx</a> ) and (b) have at least one thousand (1,000) FTEs.
Red Hat Infrastructure for Academic Institutions - Site Subscription	Supported only for use by qualified academic institutions. Qualified academic institutions must (a) be accredited by a national accreditation agency (e.g. the United States accreditation is located at <a href="http://ope.ed.gov/accreditation/Search.aspx">http://ope.ed.gov/accreditation/Search.aspx</a> ) and (b) have at least one thousand (1,000) FTEs.
Red Hat Enterprise Linux Developer Suite	Supported only for Red Hat Enterprise Linux Developer Suite for Development Use.

Note 1: The Red Hat Enterprise Linux Server Use Case applies to the Red Hat Enterprise Linux Server variants in this Table 3.

**3.1 Red Hat Enterprise Linux Server – Atomic Host.** Red Hat Enterprise Linux Server may be deployed using RPM package manager or in Atomic Host mode. Atomic Host mode is an optional image based delivery, deployment and updating mechanism designed to support container based environments. Each deployment of Red Hat Enterprise Linux, regardless of the method (including containers), constitutes a Unit.

**3.2 Red Hat Enterprise Linux Desktop and Workstation Software Subscriptions**

Production Support for Red Hat Enterprise Linux Desktop subscriptions is limited to Support Contacts that are helpdesk support personnel and not end users.

**3.3 Red Hat Enterprise Linux and Red Hat OpenStack Platform Extended Life Cycle Support Software Subscriptions**

- (a) **Limited Maintenance and Production Support.** Red Hat Enterprise Linux and/or Red Hat OpenStack Platform ELS Add-on Subscriptions entitle you to receive Software Maintenance and Production Support for Severity 1 and 2 problems on x86 architectures and z systems, but only for a limited set of software components listed at <https://access.redhat.com/articles/2901071>. Red Hat Enterprise Linux and/or Red Hat OpenStack Platform ELS Software Maintenance is limited to those Software updates that Red Hat considers, in the exercise of its sole judgment, 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 and/or Red Hat OpenStack Platform beyond the end of its regular production cycles. The ELS streams will be maintained for an additional period of time immediately after the end-date of the regular production cycles of the relevant release as set forth at <https://access.redhat.com/support/policy/updates/errata/>. Red Hat will only provide one code base for both Red Hat Enterprise Linux ELS and Red Hat OpenStack Platform ELS and will not make functional enhancements to versions of either Red Hat Enterprise Linux or Red Hat OpenStack Platform during the ELS cycle.
- (b) **Red Hat Enterprise Linux ELS Unsupported Components.** Red Hat Enterprise Linux ELS covers components supported prior to the end of the life cycle but does not cover the following (in addition to those noted in Section 3.3(a) above): (a) desktop applications, (b) Red Hat Cluster Suite, (c) content from the Extras channel ("Extras" is a set of content with a shorter life cycle) and (d) Independent layered or Addon products such as Directory Server, Red Hat Satellite, or Scalable File System. Red Hat reserves the right to exclude additional packages.
- (c) **Red Hat Enterprise Linux ELS Content Delivery.** Red Hat Enterprise Linux ELS Software Maintenance is delivered through separate Red Hat Portal base channels for the specific release and corresponding child channels if applicable. You must install a modified redhat-release package downloaded from Red Hat Portal to subscribe a Unit to a Red Hat Enterprise Linux ELS channel.

**4. 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 Enterprise Linux for Real Time, Smart Management and access to Software Maintenance, but no Support. If you use any of the Subscription Services or Software associated with Red Hat Enterprise Linux Developer Suite for Production Use, you agree to purchase the applicable number of Units of the applicable Software Subscription.

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

For each paid, active Red Hat Enterprise Developer Workstation and/or Red Hat Enterprise Linux Developer Support Subscription, Red Hat will provide you with (a) access to the supported versions of 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 Use and (ii) advice concerning application architecture, application design, industry practices, tuning and application porting (collectively, "**Developer Support**").

The Red Hat Enterprise Linux Developer Workstation and Red Hat Enterprise Linux Developer Support Subscriptions do not include support for (a) modified software packages, (b) wholesale application debugging or (c) software included in the Red Hat Extras repository, supplementary channels, preview technologies or software obtained from community sites.

**5.1 Red Hat Enterprise Linux Developer Support Subscription Levels.** You may purchase Professional (two (2) business day response time) or Enterprise (four (4) Standard Business Hours response time) with web and phone support for an unlimited number of requests for Red Hat Enterprise Developer Workstation (one (1) System) and/or Red Hat Enterprise Developer Support Subscriptions (twenty-five (25) Systems).

**6. Red Hat Directory Server Software Subscriptions**

Table 6 sets forth the Unit of measure and Supported Use Cases for Red Hat Directory Server. You must purchase the appropriate number and type of these Subscriptions based on the Unit and other parameters described in Table 6 below. The Service Level(s) for Directory Server is determined by the Service Level of the underlying Red Hat Enterprise Linux Subscription for the Physical Node or Virtual Node running Directory Server (for example, if the Service Level for the underlying Red Hat Enterprise Linux Software Subscription is Premium, then Directory Server would receive Premium level support).

**Table 6**

Software Subscription	Unit	Supported Use Case
Red Hat Directory Server	Physical Node or Virtual Node	Red Hat Directory Server is only supported on a physical server with a standard Red Hat Enterprise Linux Software Subscription (not a Red Hat Enterprise Linux Desktop, Red Hat Enterprise Linux for HPC or Red Hat Enterprise Linux Workstation Software Subscription). A Replica Red Hat Directory Server is only supported with an active Software Subscription for a Primary Red Hat Directory Server. “ <b>Replica</b> ” means a second instance of a Directory Server configured as a subordinate to the first instance of Directory Server. Red Hat Enterprise Linux Server is supported solely for the purpose of running Red Hat Directory Server Software. “ <b>Primary</b> ” means the authoritative Red Hat Directory Server from which Replica Red Hat Directory Servers derive Red Hat Directory Server information.

**7. Red Hat Certificate System Software Subscriptions**

Table 7 sets forth the Unit of measure and Supported Use Cases for Red Hat Certificate System. You must purchase the appropriate number and type of these Subscriptions based on the Unit and other parameters described in Table 7 below. The Service Level(s) for Certificate System is determined by the Service Level of the underlying Red Hat Enterprise Linux Subscription for the Physical Node running Certificate System (for example, if the Service Level for the underlying Red Hat Enterprise Linux Software Subscription is Premium, then Certificate System would receive Premium level support).

**Table 7**

Software Subscription	Unit	Supported Use Case
Red Hat Certificate System	Certificate	Red Hat Certificate System is only supported on a standard Red Hat Enterprise Linux Software Subscription (not a Red Hat Enterprise Linux Desktop, Red Hat Enterprise Linux for HPC or Red Hat Enterprise Linux Workstation Software Subscription). Certificate System includes Directory Server only to run and support Certificate System.

**EXHIBIT 1.B**

**RED HAT JBOSS APPLICATION SERVICES, OPENSIFT AND RED HAT QUAY SOFTWARE SUBSCRIPTIONS**



This Exhibit 1.B. to Product Appendix 1 contains terms that describe the parameters and govern your use of the Red Hat JBoss Application Services (formerly known as Red Hat JBoss Middleware), Red Hat OpenShift Container Platform, and Red Hat Quay product lines.

- 1. Unit of Measure and Purchasing Requirements for Red Hat JBoss Application Services Software Subscriptions.** Table 1 sets forth the Units of measure, stacking capabilities and Supported Use Cases for various Red Hat JBoss Application Services Subscriptions. You must purchase the appropriate number and type of Software Subscription(s) for each Unit, based on the Unit and other parameters described in Table 1.
  - 1.1 Supported JBoss Application Services Software.** Using Red Hat JBoss Application Services Software Subscriptions, (or any portion thereof) to support software obtained from community sites without purchasing a corresponding Software Subscription for such community software, is a material breach of the Agreement.
  - 1.2 Red Hat JBoss Core Services Collection.** “**Red Hat JBoss Core Services Collection**” is a collection of components that provide common functionality (such as monitoring and management, load balancing, process control and single sign-on) across a majority of the JBoss Application Services portfolio and is subject to the following terms:
    - (a) You will receive entitlements for Red Hat JBoss Core Services Collection in a quantity equal to the number of Cores of Red Hat JBoss Application Services Software Subscriptions you purchased (for Software Subscriptions where the Unit is a Core).
    - (b) You will receive entitlements to Red Hat JBoss Core Services Collection equal to sixteen (16) Cores for each Red Hat JBoss Application Services Software Subscription you purchase on a per socket-pair basis.
    - (c) Red Hat JBoss Web Server (which only include the management components of the Core Services Collection) do not include Red Hat JBoss Core Services Collection.
  - 1.3 JBoss Application Services for Hybrid Deployments.** Red Hat JBoss Application Services Software Subscriptions in Table 1 include access to the Red Hat JBoss Application Services Software enabled for and supported on Red Hat OpenShift Container Platform regardless of the deployment platform (private cloud or public cloud). The JBoss OpenShift Enabled Software Subscriptions may be deployed with monolithic applications or on Red Hat OpenShift Container Platform, and in each case such deployments are interchangeable with respect to the number of Cores, provided for Red Hat OpenShift Dedicated and Azure Red Hat OpenShift instances, Cores are consumed based on the size (vCPUs and RAM) of the deployment node.
  - 1.4** Red Hat’s Open Source Assurance Program applies only to the JBoss Application Services Software Subscription that you purchased and does not apply to JBoss OpenShift Enabled Software that may be provided (for no additional fee) with the Red Hat JBoss Application Services Subscription that you purchased.

Table 1

Software Subscription (Note 1 below)	Unit of Measure	Stackable	Supported Use Case
Red Hat JBoss Enterprise Application Platform	Core Band	Yes	These Red Hat Products are only supported on Supported Configurations.
Red Hat JBoss Web Server			
Red Hat Runtimes			
Red Hat Data Grid			
Red Hat Fuse			
Red Hat AMQ			
Red Hat Data Virtualization			
Red Hat Process Automation Manager (formerly Red Hat JBoss BPM Suite)			
Red Hat Decision Manager (formerly Red Hat JBoss BRMS)			
Red Hat JBoss Application Services Extended Life Cycle Support Add On			
Red Hat Integration (Note 2)			
Red Hat Runtimes (Note 2)			
Red Hat Process Automation (Note 2)			
Red Hat Application Services Portfolio (Note 2)			
Red Hat build of OpenJDK for Workstations (Note 3)	Physical Node	Yes	This product is supported for use on supported Windows Desktop versions as set forth in the
			Supported Configurations. This product is explicitly not supported for the deployment of Java based servers or use on Windows Server distributions.
Red Hat build of OpenJDK for Servers (Note 3)	Core Band	Yes	This product is supported for use on supported Windows Server versions as set forth in the Supported Configurations.

Note 1: Unless otherwise stated in an Order Form, one (1) Core is equivalent to two (2) vCPUs with hyper-threading active for the Red Hat Products in this Exhibit 1.B.

Note 2: You may use up to the number of Cores in the Core Bands that you purchase for any combination of Red Hat Products included in these Bundles.

Note 3: Client may use up to twenty (20) Support Contacts for Red Hat build of OpenJDK Subscriptions.

## 2. Unit of Measure and Purchasing Requirements for Red Hat OpenShift Container Platform

Table 2 sets forth the Units of measure, capacity limitations, stacking capabilities and Supported Use Cases for various Red Hat OpenShift Container Platform Subscriptions. You must purchase the appropriate number and type of Software Subscription(s) for each Unit, based on the Unit and other parameters described in Table 2. The Red Hat OpenShift Container Platform Use Case (OCP Use Case as defined below) applies to all Red Hat OpenShift Container Platform offerings and additional Use Cases apply to the Red Hat OpenShift Container Platform offerings as noted below. Red Hat OpenShift Container Platform for RHEL and Container Platform for RHEL are layered products and require a separate paid and active Software Subscription to Red Hat Enterprise Linux for Virtual Datacenters with matching Support Levels for each Unit that deploys, installs, uses or executes such layered products.

**2.1 Red Hat Enterprise Linux Server – CoreOS.** Red Hat Enterprise Linux Server as included in Red Hat OpenShift Container Platform may be deployed using RPM package manager or in a host mode intended to run containers (aka “Red Hat Enterprise Linux CoreOS”). Red Hat Enterprise Linux CoreOS mode is an optional image based delivery, deployment and updating mechanism designed to support container based environments. Each deployment of Red Hat Enterprise Linux, regardless of the method (including containers), constitutes a Unit.

Table 2

Software Subscription (Note 1 below)	Unit of Measure	Capacity for Socket-based SKUs		Stackable	Supported Use Case
		Sockets	Virtual Nodes		
Red Hat OpenShift Container Platform	Physical Node	Socket-pair	Unlimited Virtual Guests	Physical Node: Yes Virtual Guest: N/A	Red Hat OpenShift Container Platform will only be supported (this Use Case is collectively the “ <b>OCF Use Case</b> ”) when used as a platform as a service on Supported Configurations. Running other applications and/or programs of any type on the operating environment can have a negative impact on the function and/or performance. Third party operators are not supported. The Multi-Cloud Gateway included in Red Hat OpenShift Container Storage may be used for Migration purposes with the Migration Toolkit included with Red Hat OpenShift Container Platform without the need for an active paid subscription for Red Hat OpenShift Container Storage for such use. Red Hat JBoss Web Server is only supported to run Red Hat OpenShift Container Platform components.
Red Hat OpenShift Container Platform for RHEL	Physical Node	Socket-pair	Unlimited Virtual Guests	Physical Node: Yes Virtual Guest: N/A	Red Hat OpenShift Container Platform will only be supported when installed and running on physical hardware and not when running as a virtual image or on a public cloud.
Red Hat OpenShift Container Platform (Bare Metal Node) Red Hat OpenShift Platform Plus (Bare Metal Node)	Physical Node	Socket-pair with up to 64 Cores	None	Physical Node: Yes Virtual Guest: N/A	This Red Hat Product is only supported for the deployment of virtualized and containerized Telco communication services or network functions that deliver consumer services, business services, mobile services, video/content services, telecommunication workloads and IOT services. Examples of use cases that are not supported are nodes running general purpose IT or Enterprise applications in central or
Red Hat OpenShift for NFV Applications	Physical Node	Socket-pair	Unlimited Virtual Guests	Socket-pair: Yes Virtual Guest: N/A	regional data center deployments, nodes running developer features/services or application development workloads, and nodes running databases, web applications, or file services. Third party operators are not supported.
Red Hat OpenShift Container Platform (Bastion Node)	Physical Node	Socket-pair	N/A	Socket-pair: Yes Virtual Guest: N/A	Red Hat OpenShift Container Platform “Bastion Nodes” are supported when Red Hat Enterprise Linux is used to host the scripts, files, and other tools to provision the bootstrap, control-plane, and compute nodes for Red Hat OpenShift Container Platform. Containerized workloads are not supported on Bastion Nodes.

Software Subscription (Note 1 below)	Unit of Measure	Capacity for Core-based SKUs		Stackable	Supported Use Case
		Cores	Virtual Nodes		
Red Hat OpenShift Container Platform Red Hat OpenShift Platform Plus	Virtual Guest	2 Cores or 4 vCPUs	One Virtual Guest	Cores: Yes Virtual Guest: Yes	OCP Use Case
Red Hat OpenShift Container Platform	Virtual Guest or Physical Node	Core Band	Unlimited Virtual Guests	Physical Node: Yes Virtual Guest: N/A	
Red Hat OpenShift Container Platform for Power Red Hat OpenShift Kubernetes Engine for Power	Virtual Guest	2 Cores or 4 vCPUs	One Virtual Guest	Cores: Yes Virtual Guest: Yes	OCP Use Case
Red Hat OpenShift Container Platform for IBM Z and IBM LinuxOne Red Hat OpenShift Kubernetes Engine for IBM Z and IBM LinuxOne	Virtual Node	1 Core	One Virtual Node	Physical Node: N/A Virtual Node: Yes	These Red Hat Products will only be supported when deployed on Red Hat supported KVM hypervisor running in an IBM Z L-PAR.
Red Hat OpenShift Kubernetes Engine (formerly known as Red Hat OpenShift Container Engine)	Virtual Guest	2 Cores or 4 vCPUs	One Virtual Guest	Cores: Yes Virtual Guest: Yes	This Red Hat Product is only supported as described in the OCP Use Case with respect to the components that are set forth at <a href="https://access.redhat.com/support/offerings/openshift-engine/sla/">https://access.redhat.com/support/offerings/openshift-engine/sla/</a> . Third party operators are not supported.
Red Hat OpenShift Container Platform with Application Runtimes (Note 2)	Physical Node	Core Band	Unlimited Virtual Guests	Cores: Yes Virtual Guest: N/A	These Red Hat Products will only be supported when used as a platform as a service on Supported Configurations. Running other applications and/or programs of any type on the operating environment can have a negative impact on the function and/or performance. Third party operators are not supported.
Red Hat OpenShift Container Platform with Integration (Note 2)	Physical Node	Core Band	Unlimited Virtual Guests	Cores: Yes Virtual Guest: N/A	
Red Hat OpenShift Container Platform with Process Automation (Note 2)	Physical Node	Core Band	Unlimited Virtual Guests	Cores: Yes Virtual Guest: N/A	
Red Hat OpenShift Container Platform with Application Services Portfolio (Note 2)	Physical Node	Core Band	Unlimited Virtual Guests	Cores: Yes Virtual Guest: N/A	
Red Hat OpenShift Platform (Bastion Node)	Physical Node	Core Band	N/A	Cores: Yes Virtual Guest: N/A	

**Note 1:** Unless otherwise stated in an Order Form, one (1) Core is equivalent to two (2) vCPUs with hyper-threading active for the Red Hat Products in this Exhibit 1.B.

**Note 2:** There are two pools of Cores included in these Bundled Red Hat Products, one pool of Cores for any combination of JBoss Application Services products and one pool of Cores for OpenShift Container Platform. You may use up to the number of Cores that you purchase in the Core Band(s) (a) for JBoss Application Services products included in these Bundles and (b) for OpenShift Container Platform deployments (in a minimum of 2 Core allocations per Unit).

**Note 3:** Red Hat OpenShift includes Red Hat OpenShift Virtualization which is designed to run and manage virtual instances. Red Hat OpenShift Virtualization is supported only when Red Hat OpenShift is installed on the bare metal server and is not installed within a virtual machine. The included Red Hat Enterprise Linux software is supported solely when used as the guest operating system within virtual machines hosted on Red Hat OpenShift Virtualization. Red Hat OpenShift Virtualization includes Red Hat JBoss Enterprise Application Platform solely supported to run certain utilities in Red Hat OpenShift Virtualization.

- 3. Unit of Measure and Purchasing Requirements for Red Hat 3Scale API Management Software Subscriptions** Tables 3.1 sets forth the Units of measure, capacity limitations, and Supported Use Cases for Red Hat 3Scale API Management Subscriptions. You must purchase the appropriate number and type of Software Subscription(s) for each Unit, based on the Unit and other parameters described in Table 3 below.

**Table 3**

Software Subscription	Unit of Measure	Capacity	Supported Use Case
Red Hat 3Scale API Management Platform	Cores	4, 16 or 64 Cores	The Subscription is supported (a) when used on a server, (b) on Supported Configurations, and (c) when used for the purpose of API Management.

- 4. Unit of Measure and Purchasing Requirements for Red Hat Quay.**

Table 4 sets forth the Units of measure and Supported Use Cases for the Red Hat Quay Subscriptions. You must purchase the appropriate number and type of Software Subscription(s) for each Unit, based on the Unit and other parameters described in Table 4. Red Hat Quay is an Add-On Subscription and requires a separate paid and active Software Subscription to Red Hat Enterprise Linux with a matching Support Level for each Unit that deploys, installs, uses or executes such Add-On Subscriptions.

**Table 4**

Software Subscription	Unit of Measure	Supported Use Case
Red Hat Quay	Deployment	These Red Hat Products will only be supported when used on a Supported Configurations. Running other applications and/or programs of any type on the operating environment can have a negative impact on the function and/or performance.

**EXHIBIT 1.C**

**RED HAT DATA SERVICES AND STORAGE SUBSCRIPTIONS**

This Exhibit 1.C. contains terms that describe the parameters and govern your use of the Red Hat products as described below. References to “Red Hat Data Services and Storage Subscriptions” refer to both product lines.

**1. Unit of Measure and Purchasing Requirements.**

Table 1 sets forth the support level, Unit of measure, stacking capabilities and Supported Use Case for various Red Hat Data Services and Storage Subscriptions. You must purchase the appropriate number and type of these Software Subscriptions based on the Unit and other parameters described in Table 1 below. In addition, the following terms apply:

- (a) Red Hat Gluster Storage includes management tools to manage one or more instances of Red Hat Gluster Storage.
- (b) Red Hat Ceph Storage Software Subscriptions are priced based on the total amount of storage capacity. Each Red Hat Ceph Storage Software Subscription supports up to a certain number of Physical Nodes or Virtual Nodes. Should the number of Physical or Virtual Nodes be consumed before the Storage Band capacity is reached, you may upgrade to the next Storage Band to receive additional Physical or Virtual Nodes.

**Table 1**

Software Subscription	Support Level	Unit of Measure	Stackable	Supported Use Case
Red Hat Gluster Storage	Standard or Premium	Physical Node or Storage Band	Yes	Red Hat Storage is intended to be used as a storage system and will be supported only when used as a storage node. These Subscriptions are not supported on non-server hardware such as desktops or workstations and are intended for use on a dedicated Physical Node; running other applications and/or programs of any type on the Physical Node can have a negative impact on the function and/or performance of the Subscription. Each 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 the respective Red Hat Storage Subscription. Red Hat Gluster Storage Module does not include a Red Hat Enterprise Linux Software Subscription which must be purchased separately.
Red Hat Gluster Storage Module	Standard or Premium		Yes	
Red Hat Ceph Storage	Standard or Premium		Yes	
Red Hat Gluster Storage Pre-Production	Standard		No	
Red Hat Ceph Storage PreProduction	Standard		No	
Red Hat Gluster Storage for Public Cloud	Standard or Premium	Virtual Node	Yes	Red Hat Gluster Storage 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 Gluster Storage for Public Cloud and is not a Supported Use Case.
Red Hat Hyperconverged Infrastructure for Virtualization	Standard or Premium	Physical Node	No	Red Hat Hyperconverged Infrastructure is only supported when used as an integrated compute plus storage infrastructure. These Software Subscriptions are supported on server hardware but not on desktops or workstations. Support is provided for a minimal deployment of three (3) Nodes.
Red Hat OpenShift Container Storage	Standard or Premium	Physical Node or Cores	No	This Subscription is only supported when used as a (a) storage system with Red Hat OpenShift Container Platform or Red Hat OpenShift Data Foundation, (b) container inside OpenShift Container Platform or (c) storage node outside OpenShift Container Platform. The Subscription is supported on server hardware but not on desktops or workstations and is intended for use on a dedicated Physical Node or as containers inside OpenShift Container Platform clusters.
Red Hat OpenShift Data Foundation Essentials Red Hat OpenShift Data Foundation Advanced	Standard or Premium	Cores		

Red Hat Gluster Storage – Academic Edition	Standard or Premium	FTE	n/a	Red Hat Storage – Academic Edition Subscriptions are supported for use by qualified academic institutions for teaching and learning purposes that consist of (a) faculty, staff, or student laptops or desktops for personal and academic use, (b)
Red Hat Ceph Storage – Academic Edition				computer labs available to faculty, staff, and students for general education use, (c) classroom desktops, (d) laboratories for technical and research use and/or (e) laboratories for software development use. Red Hat Storage – Academic Edition is not supported when used for any purpose other than as described in (a) – (e) above. Qualified academic institutions must be accredited by a national accreditation agency (e.g. the United States accreditation is located at <a href="http://ope.ed.gov/accreditation/Search.aspx">http://ope.ed.gov/accreditation/Search.aspx</a> ). <b>Note:</b> When you use Red Hat Enterprise Linux – Academic Edition for non-qualified academic purposes as described above, standard Red Hat Enterprise Linux subscription rates apply.

\***Pre-Production Purposes**” consists of assistance with issues relating to the installation, configuration, administrative tasks and basic trouble-shooting of the Red Hat Ceph Storage or Red Hat Gluster Storage Software components prior to deployment in a production environment, but it does not include architectural design reviews or advice, advanced configuration topics, performance analysis or reviews.

**EXHIBIT 1.D**

**RED HAT INTEGRATED SOLUTIONS**



This Exhibit 1.D. to Product Appendix 1 contains terms that describe the parameters and govern your use of the Red Hat Integrated Solutions product lines.

**1. Unit of Measure and Purchasing Requirements.** Table 1 sets forth the Unit of measure and Supported Use Cases for Red Hat Cloud Infrastructure Subscriptions. You must purchase the appropriate number and type of these Software Subscriptions based on the Unit and Supported Use Cases described in Table 1 below. A Red Hat Cloud Infrastructure Software Subscription comes with a Red Hat CloudForms Software Subscription but if you are managing any virtual machines with the Red Hat Cloud Infrastructure Subscription that are not running on the same Physical Node as the active Red Hat CloudForms Software Subscription, you must purchase additional Red Hat CloudForms Subscriptions for such use.

**Table 1**

Software Subscription	Unit of Measure	Capacity		Supported Use Cases
		Sockets and/or Cores	Virtual Nodes	
Red Hat Cloud Infrastructure	Physical Node	Socket-Pair	Unlimited Virtual Nodes on a Socket Pair	Red Hat only provides Subscription Services for the Software when used on a Physical Node that is a server. Red Hat Enterprise Linux is supported solely when used as the host operating system for Red Hat OpenStack Platform or when used as the guest operating system on virtual machines created and managed with this Subscription. Red Hat Virtualization is supported solely when used to run and manage virtual guests for this Subscription. Red Hat Enterprise Linux is the only supported operating system for Red Hat OpenStack Platform. Red Hat CloudForms is included and only supported when used to manage virtual machines created with Red Hat OpenStack Platform or Red Hat Virtualization. If the Red Hat Cloud Infrastructure product contains an entitlement for Red Hat Satellite, Red Hat Satellite is only supported for managing Physical Nodes within the Red Hat Cloud Infrastructure private cloud.
Red Hat Cloud Infrastructure (without guest OS)	Physical Node	Socket-Pair	none	Red Hat only provides Subscription Services for the Software when used on a Physical Node that is a server. Red Hat Enterprise Linux is supported solely when used as the host operating system for Red Hat OpenStack Platform. Red Hat Virtualization is supported solely when used to run and manage virtual guests for this Subscription. Red Hat Enterprise Linux is the only supported operating system for Red Hat OpenStack Platform. Red Hat CloudForms is included and only supported when used to manage virtual machines created with Red Hat OpenStack Platform or Red Hat Virtualization. If the Red Hat Cloud Infrastructure product contains an entitlement for Red Hat Satellite, Red Hat Satellite is only supported for managing Physical Nodes within the Red Hat Cloud Infrastructure private cloud.
Red Hat Cloud Suite	Physical Node	Physical Node: Socket-Pair with up to 32 Cores	Unlimited Virtual Nodes on a Socket Pair	Red Hat only provides Subscription Services for the Software when used on a Physical Node that is a server on Supported Configurations. Red Hat Enterprise Linux is supported solely when used as the host operating system for Red Hat OpenStack Platform or when used as a guest operating system on virtual machines created and managed on this Subscription. Red Hat Virtualization is supported solely when used to run and manage virtual guests for this Subscription. Red Hat CloudForms is included and only supported when used to manage virtual machines created with Red Hat OpenStack Platform or Red Hat Virtualization. If the Red Hat Cloud Infrastructure product contains an entitlement for Red Hat Satellite, Red Hat Satellite is only supported for managing Physical Nodes within the Red Hat Cloud Infrastructure private cloud. Running other applications and/or programs of any type on the operating environment can have a negative impact on the function and/or performance.

**EXHIBIT 1.E****MANAGEMENT SUBSCRIPTIONS**

---



This Exhibit 1.E. to Product Appendix 1 contains terms that describe the parameters and govern your use of the Red Hat Smart Management, Red Hat CloudForms, Red Hat Ansible product lines and related offerings.

**1. Red Hat Smart Management, Red Hat Satellite and Red Hat Capsule**

**1.1 Red Hat Smart Management.** Red Hat Smart Management is an infrastructure management offering for Red Hat Enterprise Linux and other Red Hat infrastructure environments consisting of fifty (50) entitlements of Red Hat Satellite, or, Red Hat Satellite Capsule and access to a Red Hat Portal(s).

**1.2 Units of Measure and Purchasing Requirements.** You must purchase the appropriate number and type of Red Hat Smart Management Subscriptions based on the Unit and Supported Use Cases described in Table 1 below.

**Table 1**

Software Subscription	Unit	Supported Use Case
Red Hat Satellite, Red Hat Satellite Capsule and Red Hat Satellite Proxy (included in Red Hat Smart Management Subscriptions)	System	Red Hat only provides Subscription Services for Red Hat Satellite, Red Hat Satellite Capsule or Red Hat Satellite Proxy when used on a System or Physical Node that is a server. Red Hat only provides Subscription Services for Red Hat Satellite Capsule and Red Hat Satellite Proxy when deployed with Red Hat Satellite. Red Hat Satellite includes a subscription for Red Hat Enterprise Linux for the purposes of running Red Hat Satellite.
Red Hat Smart Management	Managed Node	Red Hat Smart Management entitlements are required for each Unit of Red Hat Enterprise Linux that is managed by Red Hat Satellite Capsule, Red Hat Satellite Proxy and/or Red Hat Satellite. Red Hat Smart Management entitlements may be used with Red Hat Portal directly.
Red Hat Smart Management for nonRHEL	Managed Node	Red Hat Smart Management for non-RHEL entitlements are required for each Unit of non-RHEL that is managed by Red Hat Satellite Capsule, Red Hat Satellite Proxy and/or Red Hat Satellite. Red Hat only provides support for the Red Hat Smart Management functionality and does not support the installation, configuration, connectivity or other general use of the non-RHEL Managed Node. Red Hat Smart Management entitlements may be used with Red Hat Portal directly.

## 2. Red Hat CloudForms

**2.1 Units of Measure and Purchasing Requirements.** Table 2 sets forth the Unit of measure, stacking capabilities and Supported Use Cases for various Red Hat Management Subscriptions. You must purchase the appropriate number and type of these Subscriptions based on the Unit and other parameters described in Table 2. For Virtual Nodes managed by CloudForms in a CloudForms enabled public cloud, you need to purchase Units equal to either (at your option), (a) the actual number of Units or (b) the average daily maximum Virtual Nodes managed by CloudForms in the previous 365 days. If 365 days of usage history is not available, you may use the average usage history period that is available. If managing Virtual Nodes on a public cloud, you must confirm that a specific public cloud is Red Hat CloudForms enabled.

**Table 2**

Software Subscription	Unit of Measure	Capacity		Stackable	Use Case
		Socket(s)	Managed Nodes		
Red Hat CloudForms	Managed Node: (Physical Node or Virtual Node)	Socket-pair for each Physical Node or Sixteen (16) Virtual Nodes		Physical Node: Yes Virtual Node: Yes	Red Hat only provides Subscription Services for Red Hat CloudForms Software when deployed on (a) a System or Physical Node that is a server and (b) Virtual Nodes if they are running on-premise or on a Red Hat CloudForms enabled public cloud. Red Hat Enterprise Linux is the only supported operating system for Red Hat CloudForms Subscriptions.

## 3. Red Hat Ansible Automation Subscriptions

Red Hat Ansible Automation Subscriptions provide access to additional software components (Certified Components and Community Components) with varying levels of support as set forth at <https://access.redhat.com/articles/3166901> (“**Ansible Support Matrix**”). “**Certified Components**” means third party components listed on the Ansible Support Matrix and maintained by such third party. “**Community Components**” means components (e.g., modules and plugins) that are created and submitted by community members. Red Hat will provide limited assistance for Certified Components solely to the extent required to run Red Hat Ansible Automation but otherwise does not provide Support or Software Maintenance for Certified Components or Community Components. “**Ansible Project Software**” means the upstream open source community version of the Ansible deployment and configuration management engine. Ansible Automation does not include or support Ansible Project Software.

**3.1 Units of Measure and Purchasing Requirements.** Table 3 sets forth the Unit of measure and Supported Use Cases for Red Hat Ansible Automation Subscriptions. You must purchase the appropriate number and type of these Subscriptions based on the Unit and other parameters described in Table 3 below.

**Table 3**

Software Subscription	Unit	Supported Use Case
Red Hat Ansible Automation and Red Hat Ansible Automation Academic Site Subscription	Managed Node (see Note 1) or FTEs (see Note 2)	<p>Red Hat only provides Subscription Services for Red Hat Ansible Automation Software (a) when used on a system that is a server and (b) on platforms that are Supported Configurations. Support of Red Hat Ansible Automation Software does not include Subscription Services for Ansible Project Software. At its sole discretion, Red Hat may provide assistance with Ansible Project Software, solely to the extent required to run Red Hat Ansible Automation Software. Red Hat Ansible Automation includes a subscription for Red Hat Enterprise Linux or Red Hat OpenShift Container Platform for the purposes of running Red Hat Ansible Automation.</p> <p>Red Hat provides Subscription Services for Ansible Automation Software (a) on systems that are supported platforms set forth at <a href="https://access.redhat.com/articles/3168091">https://access.redhat.com/articles/3168091</a> and (b) modules identified via Section 4 above. The Support of Ansible Automation does not include the creation, maintenance, support or services related to customer playbooks and/or roles, or Ansible Project Software.</p> <p>In addition to the Supported Use Cases, Red Hat Ansible Automation Academic Site Subscriptions are supported only for use by qualified academic institutions. Qualified academic institutions must (a) be accredited by a national accreditation agency (e.g. the United States accreditation is located at <a href="http://ope.ed.gov/accreditation/Search.aspx">http://ope.ed.gov/accreditation/Search.aspx</a>) and (b) have at least one thousand (1,000) FTEs.</p>

**Note 1:** Managed Node includes each Node managed by Ansible Automation during the term of the Software Subscription.

**Note 2:** FTEs only apply to Red Hat Ansible Automation Academic Subscriptions.

**3.2 Data Analytics.** Red Hat Ansible Automation Software may collect and transmit usability data (including information identifying the source of that data) to Red Hat. Red Hat intends to use the data to enhance future releases of the Red Hat Ansible Automation and help streamline customer experience and success. Usability data includes information such as dashboard items clicked in the Red Hat Ansible Automation Software, amount of time spent on individual pages and paths taken throughout the Red Hat Ansible Automation Software. Usability data is collected and transmitted to Red Hat via a javascript file that is downloaded to a customer’s web-browser. The collection and transmission of such usability data is optional and you may (a) completely opt-out by editing the Red Hat Ansible Automation Software configuration and restarting the Red Hat Ansible Automation Software, or (b) choose between two opt-in scenarios: (i) “anonymous mode” that will provide usability data to Red Hat without any information identifying the source of that data, or (ii) “detail mode” that will provide usability data with the customer name to Red Hat. For Red Hat Ansible Automation Software you may opt-out from usability data collection and transmission by following the directions found at: [http://docs.ansible.com/ansible-tower/latest/html/administration/usability\\_data\\_collection.html](http://docs.ansible.com/ansible-tower/latest/html/administration/usability_data_collection.html).

**3.3 Red Hat Ansible Automation Software Life Cycle.** The supported life cycle for Red Hat Ansible Automation Software is set forth at: [https://access.redhat.com/support/policy/update\\_policies](https://access.redhat.com/support/policy/update_policies).

**4. Red Hat Advanced Cluster Management for Kubernetes Software Subscriptions**

Table 4 sets forth the Unit of measure, Capacity and Supported Use Cases for Red Hat Advanced Cluster Management for Kubernetes. You must purchase the appropriate number and type of these Subscriptions based on the Unit and other parameters described in Table 4 below.

**Table 4**

Software Subscription	Unit	Capacity	Supported Use Case
Red Hat Advanced Cluster Management	Core Band	Two (2) Core Or Four (4) vCPUs	This product is supported when used in connection with Red Hat OpenShift platforms.

**5. Unit of Measure and Purchasing Requirements for Red Hat Advanced Cluster Security for Kubernetes.**

Table 5 sets forth the Units of Measure, Capacity limitations and Supported Use Cases for Red Hat Advanced Cluster Security for Kubernetes. You must purchase the appropriate number and type of Software Subscription(s) for each Unit, based on the Unit and other parameters described in Table 5.

**Table 5**

Software Subscription	Unit of Measure	Capacity	Supported Use Case
Red Hat Advanced Cluster Security for Kubernetes	Core Band	Two (2) Core	Red Hat Advanced Cluster Security for Kubernetes is supported when analyzing workloads running on current versions of Red Hat OpenShift Container Platform, Red Hat OpenShift for Kubernetes Engine and certain other Kubernetes implementations on Supported Configurations as set forth below. The Central (defined below) management platform is supported as set forth in Table 2.1 below.
Red Hat Advanced Cluster Security for Kubernetes (Bare Metal)	Physical Node	Socket-pair with up to 64 Cores	

**5.1 Supported Configurations for Red Hat Advanced Cluster Security for Kubernetes.** The following describes the platforms on which Red Hat Advanced Cluster Security for Kubernetes is supported.

**5.1.1 Red Hat Advanced Cluster Security for Kubernetes Architecture**

Red Hat Advanced Cluster Security has two main architectural components with sub components as defined below and their supported platforms as set forth in Table 5.1.1 below:

- A server component called “**Central**” executes the scanner, persistent storage, API server, and user interface; and
- A distributed framework for the Kubernetes clusters managed by Central, that includes three components “**Collector**” that runs on each node inside the clusters, a single “**Sensor**” that runs on each managed cluster, and a single “**Admission Controller**” that runs on each managed cluster.

**Table 5.1.1**

Platform	Support for Central	Support for Collector, Sensor and Admission Controller
Red Hat OpenShift Container Platform (OCP) 3.11.z	No	Yes (see Note 1)
Red Hat OpenShift Container Platform (OCP) 4.x 9 (see Note 2)	Yes	Yes
Red Hat OpenShift Kubernetes Engine (OKE) 4.x (see Note 2)	No	Yes
IBM Red Hat OpenShift Kubernetes Services 4.x (ROKS)	No	Yes
Amazon Elastic Kubernetes Service (Amazon EKS) (Kubernetes 1.15 and later)	No	Yes
Google Kubernetes Engine (Google GKE) (Kubernetes 1.15 and later)	No	Yes
IBM Cloud Kubernetes Service (Kubernetes 1.15 and later)	No	Yes
Microsoft Azure Kubernetes Service (Microsoft AKS) (Kubernetes 1.15 and later)	No	Yes

**Note 1:** The Red Hat Advanced Cluster Security for Kubernetes (ACS) Admission Controller is not supported on Red Hat OpenShift Container Platform 3.11.z. This only limits some of the feature capabilities related to event monitoring based on port forwards and system execs.

**Note 2:** Red Hat OpenShift Container Platform 4.x and Red Hat OpenShift Kubernetes Engine 4.x have a rolling support window wherein 3 versions are supported at any given time plus an OpenShift Container Platform Extended Update Support release.

**5.1.2 Supported Browsers**

Table 5.1.2 outlines the supported browsers for viewing the Red Hat Advanced Cluster Security web user interface and their associated support tier:

- **Tier 1** means the browser and operating system combination is tested and fully supported. Red Hat will work to resolve issues with Tier 1 browsers.
- **Tier 2** means the browser and operating system combinations are partially tested, and are likely to work. Limited support is provided for Tier 2 browsers.
- **Tier 3** means the browser and operating system combinations are not tested, but may work. Minimal support is provided for Tier 3 browsers.

**Table 5.1.2**

Support Tier	Supported Browsers
Tier 1	Google Chrome for Business; Mozilla Firefox version 82.0.2 (64-bit)
Tier 2	Microsoft Internet Explorer Edge version 44 and later for Windows and version 81 (Official build) (64-bit) for MacOS
Tier 3	Safari on MacOS (Mojave) version 14.0

**5.2 Red Hat Advanced Cluster Security for Kubernetes Life Cycle**

Support and updates (if and when available) are provided for Red Hat Advanced Cluster Security for Kubernetes versions up to six (6) months after their initial general availability, which typically corresponds to the previous nine (9) released versions (Y.X.Z.Q).

## EXHIBIT 1.F

### SUPPORT SUBSCRIPTIONS



This Exhibit 1.F. to Product Appendix 1 contains terms that describe the parameters and govern your use of TAM Services, Confirmed Stateside Support Subscriptions and Developer 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, Physical Node, Core, etc.) for which you do not have an active paid Software Subscription or (3) any Software Subscription for which support is provided by a Business Partner. When you purchase a TAM Service, you receive access to a Red Hat support engineer to provide you with (a) access to Red Hat’s technology and development plans, including beta testing and bug/feature escalation, (b) weekly review calls, (c) up to two (2) on-site technical review visits per year for each full one year TAM subscription term, (d) up to four Support Contacts, (e) quarterly service performance metrics via the TAM electronic dashboard, and (f) a subscription to Red Hat’s TAM monthly newsletter.

Support Subscription	Unit Description
TAM Service Dedicated TAM Service TAM Extension	<b>Point of Contact:</b> a Red Hat associate whom you are authorized to contact to request support for a particular team, geography or Red Hat product line.

**1.1 TAM Service Coverage.** Each TAM Service Subscription will be limited to certain parameters (that is, a region, a customer team and/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.

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

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

**1.3 Dedicated TAM Service.** The Dedicated TAM Service is the assignment of a Red Hat resource dedicated to you for TAM Services.

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

**1.5 Confirmed Stateside Support Subscriptions** Red Hat Software Subscriptions that are identified as Confirmed Stateside Support (“CSS”) Service are Software Subscriptions that provide the applicable level of Support (Standard or Premium) in English via restricted, support resources in the United States for a specific Client account on Red Hat Customer Portal (“CSS Client Account”). Each CSS Subscription will be limited to a specific CSS Client Account. All support requests for CSS Covered Subscriptions must be submitted to the Red Hat designated CSS support contacts. Client agrees to only submit CSS Support requests for Red Hat Software Subscriptions identified as CSS Subscriptions. The CSS Service does not include support for (i) Self-support Software Subscriptions, (ii) any instance of Software for which you do not have an active paid Software Subscription; or (iii) any Software Subscription for which support is provided by a Business Partner. When you purchase the CSS Subscription, you receive access to a Red Hat support group to provide you with:

- (a) Support accessed from the US and provided by US citizens;
- (b) Logical and physical Client data separation from Red Hat’s standard support systems for each CSS Client Account;
- (c) Separate secured physical workspace for the CSS support personnel; and
- (d) Triage based support to resolve known issues and create a sanitized support request ticket if escalation to standard non-CSS resources is required.

## 1.6 Developer Support Subscriptions

**1.6.1 Scope of Coverage.** For certain Red Hat Products, Red Hat offers Developer Support Subscriptions. For each paid, active Developer Support Subscription, Red Hat will provide you with (a) access to the supported versions of the respective products through a Red Hat Portal; and (b) assistance for: (i) installation, usage and configuration support, diagnosis of issues, and bug fixes, but only for issues related to your use of such products for Development Use and (ii) advice concerning application architecture, application design, industry practices, tuning and application porting (collectively, "Developer Support"). Developer Support Subscriptions do not include support for (a) modified software packages, (b) wholesale application debugging or (c) software included in the Red Hat Extras repository, supplementary channels, preview technologies or software obtained from community sites. For Red Hat JBoss Application Services and/or Red Hat OpenShift Developer Support Subscription Developer Support is provided for up to one hundred (100) developers provided all support requests will be made by up to two (2) named Client contacts.

**1.6.2 Red Hat Developer Support Subscription Levels.** You may purchase Professional (two (2) business day response time) or Enterprise (four (4) Standard Business Hours response time) with web and phone support for an unlimited number of requests for Red Hat Storage Developer Support Subscriptions.

## EXHIBIT B SFDC TERMS OF USE

These SFDC Terms of Use ("TOU") govern Customer's use of the Services, and are incorporated into the agreement between Customer and Reseller pursuant to which Reseller is reselling the Services to Customer.

### 1. DEFINITIONS

"Affiliate" means any entity that directly or indirectly controls, is controlled by, or is under common control with the subject entity. "Control," for purposes of this definition, means direct or indirect ownership or control of more than 50% of the voting interests of the subject entity.

"Beta Services" means SFDC services or functionality that may be made available to Reseller or Customer to try at Reseller or Customer's option at no additional charge which is clearly designated as beta, pilot, limited release, developer preview, non-production, evaluation, or by a similar description.

"Content" means information obtained by SFDC from publicly available sources or third party content providers and made available to Customer through the Services or pursuant to an Order Form, as more fully described in the Documentation.

"Customer" means the entity that has contracted with Reseller to purchase subscriptions to use the Services, subject to the conditions of these TOU. Where Reseller is using the Services for its own purposes, Reseller shall be considered Customer.

"Customer Data" means any electronic data or information submitted by or for Customer to the Services, excluding Content and Non-SFDC Applications.

"Documentation" means the applicable Service's Trust and Compliance documentation at <https://trust.salesforce.com/en/trust-and-compliance-documentation/>, and its usage guides and policies, as updated from time to time, accessible via [help.salesforce.com](https://help.salesforce.com) or login to the applicable Service.

"Malicious Code" means code, files, scripts, agents or programs intended to do harm, including, for example, viruses, worms, time bombs and Trojan horses.

"Marketplace" means an online directory, catalog or marketplace of applications that interoperate with the Services, including, for example, the AppExchange located at <http://www.salesforce.com/appexchange>, Mulesoft Anypoint Exchange located at <https://www.mulesoft.com/exchange> or the Heroku Elements Marketplace located at <https://addons.heroku.com/>, and any successor websites.

"Non-SFDC Application" means Web-based, mobile, or offline software application functionality that interoperates with a Service, that is provided by Reseller, Customer, or a third party and/or is listed on a Marketplace including as Salesforce Labs or under similar designation. Non-SFDC Applications, other than those obtained or provided by Reseller or Customer, will be identifiable as such.

"Order Form" means the ordering document specifying the Services to be provided pursuant to the agreement between Customer and Reseller (which incorporates these TOU by reference), including any addenda, supplements, or additional product or quote special terms for the Services as required by SFDC.

"Reseller" means the entity that has contracted directly with SFDC to resell Services to its Customers and the entity that has contracted directly with Customer for the sale of a subscription to Services.

"SFDC" means Salesforce, Inc., a Delaware corporation with its principal place of business at Salesforce Tower, 415 Mission Street, 3rd Floor, San Francisco, California 94105.

"Services" means the products and services that are ordered by Customer under an Order Form and made available online by SFDC including associated SFDC offline or mobile components, as described in the Documentation. "Services" exclude Content and Non-SFDC Applications.

"User" means an individual who is authorized by Customer to use a Service for the benefit of Customer, for whom Customer has purchased a subscription, and to whom Customer (or, when applicable, SFDC at Reseller's request), has supplied a user identification and password (for Services utilizing authentication). Users may include, for example, Customer's employees, consultants, contractors and agents, and third parties with which Customer transacts business.

### 2. USE OF SERVICES AND CONTENT

2.1. Subscriptions. Customer agrees that its purchases are not contingent on the delivery of any future functionality or features, or dependent on any oral or written public comments made by SFDC regarding future functionality or features.

2.2. Usage Limits. Services and Content are subject to usage limits specified in Order Forms or the Documentation.

2.3. Customer Responsibilities. Customer will (a) be responsible for Users' compliance with the TOU, Order Forms and the Documentation, (b) be responsible for the accuracy, quality, and legality of Customer Data, the means by which Customer acquired Customer Data, Customer's use of Customer Data with the Services, and the interoperation of any Non-SFDC Applications with which Customer uses Services or Content, (c) use commercially reasonable efforts to prevent unauthorized access to or use of the Services, and notify SFDC or Reseller promptly of any such unauthorized access or use, and (d) use the Services only in accordance with these TOU, the Documentation, the Acceptable Use and External Facing Services Policy at <https://www.salesforce.com/company/legal/agreements.jsp>, Order Forms and applicable laws and government regulations, and

(e) comply with terms of service of any Non-SFDC Applications with which Customer uses Services or Content. Any use of the Services in breach of the foregoing by Customer or Users that in SFDC's judgment threatens the security, integrity or availability

of SFDC's services, may result in SFDC's immediate suspension of the Services, however SFDC will use commercially reasonable efforts under the circumstances to provide Customer with notice and an opportunity to remedy such violation or threat prior to any such suspension.

2.4. Usage Restrictions. Customer will not (a) make the Services or Content available to anyone other than Customer or Users, or use Services or Content for the benefit of anyone other than Customer or its Affiliates, unless expressly stated otherwise in an Order Form or the Documentation, (b) sell, resell, license, sublicense, distribute, make available, rent or lease the Services or Content, or include Services or Content in a service bureau or outsourcing offering, (c) use the Services or Non-SFDC Application to store or transmit infringing, libelous, or otherwise unlawful or tortious material, or to store or transmit material in violation of third-party privacy rights, (d) use the Services or Non-SFDC Applications to store or transmit Malicious Code, (e) interfere with or disrupt the integrity or performance of the Services or third-party data contained therein, (f) attempt to gain unauthorized access to the Services or Content or their related systems or networks, (g) permit direct or indirect access to or use of Services or Content in a way that circumvents a contractual usage limit, or use the Services to access or use any of SFDC's intellectual property except as permitted under these TOU, an Order Form, or the Documentation, (h) modify, copy, or create derivative works based on a Service or any part, feature, function or user interface thereof, (i) copy Content except as permitted herein or in an Order Form or the Documentation, (j) frame or mirror any part of any Service or Content, other than framing on Customer's own intranets or otherwise for its own internal business purposes or as permitted in the Documentation, and (k) except to the extent permitted by applicable law, disassemble, reverse engineer, or decompile Services or Content, or access it to (1) build a competitive product or service, (2) build a product or service using similar ideas, features, functions or graphics of the Service, (3) copy any ideas, features, functions or graphics of the Service, or (4) determine whether the Services are within the scope of any patent.

2.5 Removal of Content and Non-SFDC Applications. If Customer receives notice that Content or a Non-SFDC Application must be removed,

modified and/or disabled to avoid violating applicable law, third-party rights, or the Acceptable Use and External Facing Services Policy, Customer will promptly do so. If Customer does not take required action in accordance with the above or if in SFDC's judgment continued violation is likely to reoccur, SFDC may disable the applicable Content, Service and/or Non-SFDC Application until the potential violation is resolved. If requested by SFDC, Customer shall confirm such deletion and discontinuance of use in writing and SFDC shall be authorized to provide a copy of such confirmation to any such third party claimant or governmental authority, as applicable. In addition, if SFDC is required by any third party rights holder to remove Content, or receives information that Content provided to Customer may violate applicable law or third-party rights, SFDC may discontinue Customer's access to Content through the Services.

2.6. Beta Services. From time to time, SFDC may make Beta Services available to Customer at no charge. Customer may choose to try such Beta Services or not in its sole discretion. Any use of Beta Services is subject to the Beta Services terms at <https://www.salesforce.com/company/legal/agreements/>.

2.7 AI/ML model training restrictions. The Services may contain predictive AI and/or generative AI functionality. SFDC uses Customer Data to train predictive AI models as described in the Einstein and Data Usage documentation. Therefore, pursuant to Category Attachment Code: F, Information Technology, incorporated via Refresh Number 0026, which states:

- "AI/ML model training restrictions: The use of Government data for the purpose of training artificial intelligence/machine learning models and systems is prohibited without explicit written authorization from the ordering activity contracting officer.
- Definition: Government data means any information, (including metadata), document, media, or machine-readable material regardless of physical form or characteristics that is created or obtained by the Government, or a contractor on behalf of the Government, in the course of official Government business", procurement of Services or enablement of features that use Government data that constitutes Customer Data for the purposes of training predictive artificial intelligence/machine learning models and systems constitutes explicit written authorization from the applicable ordering activity contracting officer. Notwithstanding anything to the contrary herein or in the Order Form or Product Terms Directory, Customer may opt out of the use of its Customer Data for training global predictive models on an individual Org or EID basis, via the procedure described in the Documentation, for the features and Services identified in the Documentation, as applicable. Once Customer has opted an individual Org or EID out of global models, SFDC will not train models that will be shared with other customers on Customer Data submitted to the applicable features and Services without Customer's consent. SFDC will not use Customer Data to train generative AI models unless Customer (or Reseller on Customer's behalf) provides affirmative opt-in consent via the procedure described in the Documentation, and such consent by Customer constitutes explicit written authorization from the applicable ordering activity contracting officer.

### 3. NON-SFDC PRODUCTS AND SERVICES

3.1. Non-SFDC Products and Services. SFDC or third parties may make available (for example, through a Marketplace or otherwise) third-party products or services, including, for example, Non-SFDC Applications and implementation and other consulting services. Any acquisition by Customer of such products or services, and any exchange of data between Customer and any non-SFDC provider, product or service is solely between Customer and the applicable non-SFDC provider. SFDC does not warrant or support Non-SFDC Applications or other non-SFDC products or services, whether or not designated by SFDC as "certified" or otherwise, unless expressly provided otherwise in an Order Form. SFDC is not responsible for any disclosure, modification or deletion of Customer Data resulting from access by such Non-SFDC Application or its provider.

3.2. Integration with Non-SFDC Applications. The Services may contain features designed to interoperate with Non-SFDC Applications. SFDC cannot guarantee the continued availability of such Service features, and may cease providing them without entitling Customer to any refund, credit, or other compensation, if for example and without limitation, the provider of a Non-SFDC Application ceases to make the Non-SFDC Application available for interoperability with the corresponding Service features in a manner acceptable to SFDC.

### 4. PROPRIETARY RIGHTS AND LICENSES

4.1. Reservation of Rights. Subject to the limited rights expressly granted hereunder, SFDC, its Affiliates, its licensors and Content providers reserve all rights, title and interest in and to the Services and Content, including all related intellectual property rights. No rights are granted to Customer hereunder other than as expressly set forth herein.

4.2. Access to and Use of Content. Customer has the right to access and use applicable Content subject to the terms of applicable Order Forms, these TOU and the Documentation.

4.3. License by Customer to SFDC. Customer grants SFDC, its Affiliates and applicable contractors a worldwide, limited-term license to host, copy, use, transmit and display any Non-SFDC Applications and program code created by or for Customer using the Services or for use by Customer with the Services, and Customer Data, each as necessary for SFDC to provide and ensure proper operation of, the Services and associated systems in accordance with these TOU and the Documentation. If Customer chooses to use a Non-SFDC Application with a Service, Customer grants SFDC permission to allow the Non-SFDC Application and its provider to access Customer Data as required for the interoperation of that Non-SFDC Application with the Service. Subject to the limited licenses granted herein, SFDC acquires no right, title or interest from Customer or its licensors under these TOU in or to any Customer Data, Non-SFDC Application or such program code.

4.4. License by Customer to Use Feedback. Customer grants to SFDC and its Affiliates a worldwide, perpetual, irrevocable, royalty-free, license to use and incorporate into its services any suggestions, enhancement, requests, recommendations, correction, or other feedback provided by Customer or its Users, relating to the operation of SFDC's or its Affiliates' services.

4.5. Federal Government End Use Provisions. SFDC provides the Services, including related software and technology, for ultimate federal government end use in accordance with the following: The Services consist of "commercial products" and/or "commercial services," as defined at FAR 2.101. In accordance with FAR 12.211-12.212 and DFARS 227.7102-4 and 227.7202-4, as applicable, the rights of the U.S. Government to use, modify, reproduce, release, perform, display, or disclose commercial computer software, commercial computer software documentation, and technical data furnished in connection with the Services shall be as provided in this TOU, except that, for U.S. Department of Defense end users, technical data customarily provided to the public is furnished in accordance with DFARS 252.227-7015. If a government agency needs additional rights, it must negotiate a mutually acceptable written addendum to this TOU specifically granting those rights.

### 5. TERM AND TERMINATION

5.1. Termination of the Services. As permitted by applicable law, including the Contract Disputes Act ("CDA") (41 U.S.C. §§ 7101-7109) where Customer is an instrumentality of the U.S. Federal Government subject to the CDA, Customer's use of the Services may be immediately terminated and/or suspended, at SFDC's option, upon notice due to: (a) a breach of the terms of these TOU, the Documentation or Order Forms by Customer or any User; or (b) a breach by Reseller of Reseller's payment obligations to SFDC with respect to the Services subscriptions it is

reselling to Customer in connection with these TOU.

5.2. Termination of Reseller's Agreement with SFDC. Following any termination or expiration of Reseller's agreement with SFDC authorizing Reseller to resell the Services, each Customer subscription to the Services outstanding at the time of such termination or expiration ("Legacy Order") shall remain in effect until the end of its subscription term, and shall continue to be governed by these TOU, provided that Customer is not in breach of these TOU and SFDC has received all payments due in connection with such Legacy Orders. Except as provided herein, following a termination or expiration of Reseller's agreement with SFDC, SFDC is under no obligation to provide the Services directly to Customer, or to assume a direct contractual relationship with Customer.

5.3. Shared Orgs. Customer acknowledges that if the Services are provisioned in the same Org in which SFDC services purchased from SFDC and/or another third party are also provisioned, access to such Org may be suspended or terminated due to breach of the agreement governing such other SFDC services, and that in no case will any such termination or suspension give rise to any liability to Customer for a refund or other compensation.

5.4. In no case will any termination, expiration, or suspension of the Services, these TOU, or Reseller's agreement with SFDC give rise to any liability of SFDC to Customer for refunds or damages. Customer must look solely to Reseller regarding any claims or damages related to the Services.

#### 6. WARRANTY DISCLAIMER

AS BETWEEN SFDC AND CUSTOMER, SFDC MAKES NO WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AND SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. CONTENT IS PROVIDED "AS IS," AND AS AVAILABLE EXCLUSIVE OF ANY WARRANTY WHATSOEVER.

#### 7. THIRD PARTY CLAIMS

7.1 This Section 7.1 shall only be enforceable as permitted by applicable law and shall not apply if Customer is an instrumentality of the United States Federal Government that is subject to the Anti-Deficiency Act (31 U.S.C. 1341). Customer will defend SFDC and its Affiliates against any claim, demand, suit or proceeding made or brought against SFDC by a third party

(a) alleging that the combination of a Non-SFDC Application or configuration provided by Customer and used with the Services infringes or misappropriates such third party's intellectual property rights or (b) arising from (i) Customer's use of the Services or Content in an unlawful manner or in violation of the Agreement, the Documentation, or Order Form, (ii) any Customer Data or Customer's use of Customer Data with the Services, or (iii) a Non-SFDC Application provided by Customer (each a "Claim Against SFDC"), and will indemnify SFDC for any damages, attorney fees and costs finally awarded against SFDC as a result

of, or for any amounts paid by SFDC under a settlement approved by SFDC in writing of, a Claim Against SFDC; provided that SFDC: (A) promptly gives Customer written notice of the Claim Against SFDC, (B) gives Customer sole control of the defense and settlement of the Claim Against SFDC (provided that Customer may not settle or defend any Claim Against SFDC unless it unconditionally releases SFDC of all liability), and (C) provides to Customer all reasonable assistance, at Customer's expense.

7.2 In the event of any Claim Against SFDC, SFDC may require, by written notice to Customer, that Customer delete from the Services any Customer Data or Non-SFDC Application and/or stop using any Non-SFDC Application that is the subject of the Claim Against SFDC. Promptly after receiving any such notice, Customer will delete such Customer Data and certify such deletion to SFDC in writing. SFDC shall be authorized to provide a copy of such certification to the applicable claimant. Any damages for which SFDC is liable arising out of such Claim Against SFDC, as well as SFDC's reasonable attorney fees and costs to defend such claims will be deemed direct damages for which SFDC may seek recovery under the Contract Disputes Act or as otherwise provided under applicable law.

#### 8. NO LIABILITY

IN NO EVENT SHALL SFDC HAVE ANY LIABILITY TO CUSTOMER OR ANY USER FOR ANY DAMAGES RELATED TO CUSTOMER'S PURCHASE OR USE OF THE SERVICES PURSUANT TO THESE TERMS OF USE, INCLUDING BUT NOT LIMITED TO DIRECT, INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, OR DAMAGES BASED ON LOST PROFITS, HOWEVER CAUSED AND, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, WHETHER OR NOT CUSTOMER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

#### 9. GENERAL

9.1. Notice. Any notices that SFDC is required to provide to customers under the Documentation shall be provided by SFDC to the Reseller or Customer as determined by SFDC in its sole discretion based on the circumstances and designated contact information for notices available to SFDC in the Services.

9.2. Export Compliance. The Services, Content, other SFDC technology, and derivatives thereof may be subject to export laws and regulations of the United States and other jurisdictions. SFDC and Customer each represents that it is not on any U.S. government denied-party list. Customer will not permit any User to access or use any Service or Content in a U.S.-embargoed country or region (currently the Crimea, Luhansk or Donetsk regions, Cuba, Iran, North Korea, or Syria) or as may be updated from time to time at <https://www.salesforce.com/company/legal/compliance/> or in violation of any U.S. export law or regulation.

9.3. Waiver. No failure or delay by SFDC in exercising any right under these TOU will constitute a waiver of that right.

9.4. Severability. If any provision of these TOU is held by a court of competent jurisdiction to be contrary to law, the provision will be deemed null and void, and the remaining provisions of these TOU will remain in effect.

9.5. Further Contact. SFDC may contact Customer or Users regarding new and enhanced SFDC service features and offerings.

9.6. Third Party Beneficiary. These TOU are between Customer and Reseller; SFDC is not a party to these TOU, however SFDC is a third party beneficiary to the agreement between Customer and Reseller solely as it relates to these TOU.

9.7. Order of Precedence. With respect to the subject matter discussed herein, in the event of any conflict or inconsistency between these TOU and any other terms or conditions in Customer's agreement or order form with Reseller, these TOU shall prevail.

9.8. Titles and Headings. Titles and headings of sections of this TOU are for convenience only and shall not affect the construction of any provision of this TOU.