

Red Hat Developer Subscriptions for Individuals

We are excited that you are interested in participating in the Red Hat Developer program and, as a benefit of the program, you are receiving Red Hat Developer Subscriptions for Individuals (the "Individual Developer Subscriptions"). The Individual Developer Subscriptions allow you (as an individual, natural person) to use certain Red Hat Subscription Services in connection with Red Hat Software for Individual Development Use and for Individual Production Use subject to these Program Terms at no cost. The Individual Developer Subscriptions are unsupported, intended for your individual use in your personal capacity and are not intended or supported for any other purpose. If you are interested in the Red Hat Developer Subscriptions for Teams other terms apply and please contact your Red Hat sales associate.

Your use of the Individual Developer Subscriptions is subject to the terms contained in this document (the "**Program Terms**") and the Red Hat Enterprise Agreement and Appendix 1 set forth at www.redhat.com/agreements (collectively the "**Agreement**"). When we use a capitalized term in these Program Terms without defining it, the term has the meaning defined in the Agreement. If you use the Individual Developer Subscriptions for any purpose or in any capacity other than as permitted by these Program Terms, you agree to purchase the applicable Subscription Service for each Unit pursuant to the Agreement.

By accepting the Program Terms, you represent that you are acting on your own personal behalf and not as a representative or on behalf of an entity and will be using the Individual Developer Subscriptions solely as set forth in this document. Red Hat is relying on your representations as a condition of our providing you access.

"Individual Development Use" means one individual working independently (with their own installation of Red Hat Software) to develop software (including open source software), perform prototyping or quality assurance testing and/or for demonstration purposes.

"Individual Production Use" means any use other than for Individual Development Use including, but not limited to, using the Software (a) in a production environment, (b) with live data and/or applications and/or (c) for backup instances.

The Individual Developer Subscription includes entitlements to run any combination of the Red Hat Software included in the Individual Developer Subscription on up to sixteen (16) Physical Nodes or Virtual Nodes for Individual Development Use and/or Individual Production Use. **"Physical Node"** means a physical system which contains or executes all or a portion of Red Hat Software including, without limitation, a server, work station, laptop, blade or other physical system. **"Virtual Node"** means an instance of Red Hat Software executed, in whole or in part, on a virtual machine or in a container.

If you use the Individual Developer Subscriptions for any other purposes or beyond the parameters described in these Program Terms, you are in violation of Red Hat's Enterprise Agreement and are required to pay the Subscription fees that would apply to such use, in addition to any and all other remedies available to Red Hat under applicable law. Examples of such violations include, but are not limited to,

- using the Red Hat Subscription Services for Individual Development Use and/or Individual Production Use on more than sixteen (16) Physical or Virtual Nodes, or
- selling, distributing and/or rebranding the Red Hat Subscription Services (or any part thereof) contained in the Individual Developer Subscriptions.

If there is a conflict or inconsistency between these Program Terms and the other portions of the Agreement, these Program Terms will prevail for those matters contained herein. If Red Hat reasonably believes you are not in compliance with these Program Terms or the Agreement, Red Hat may immediately terminate the Agreement and suspend and/or cancel your access to the Individual Developer Subscriptions and any other accounts or programs governed by the Agreement, provided the licenses to the Software you received will survive such termination. Your rights and obligations herein are personal to you and may not be transferred or delegated by you to any third party. 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.

PLEASE READ THE AGREEMENT CAREFULLY BEFORE USING THE RED HAT SUBSCRIPTIONS. BY USING RED HAT SUBSCRIPTIONS, YOU SIGNIFY YOUR ASSENT TO AND ACCEPTANCE OF THE AGREEMENT AND ACKNOWLEDGE YOU HAVE READ AND UNDERSTAND THE PROGRAM TERMS. IF YOU DO NOT ACCEPT THE PROGRAM TERMS, THEN DO NOT USE THE RED HAT SUBSCRIPTIONS.

Thank you!