

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 THE PRODUCT APPENDICES REFERENCED BY URL IN THIS AGREEMENT.

This Red Hat Enterprise Agreement is between the Client and Red Hat, Inc. ("Red Hat") and addresses unique commercial considerations that apply to Red Hat Products, open source software, and our subscription business model.

1. The Mechanics of the Agreement

- 1.1 Ordering.** The Agreement applies to Red Hat Products that you purchase or for which you acquire the right to access or use, including Subscriptions, Professional Services, Training Services, access to Red Hat Online Properties and other Red Hat offerings, whether obtained directly from Red Hat or from a Red Hat Business Partner. You may order Red Hat Products directly from Red Hat by submitting an Order Form or from a Red Hat Business Partner using the Business Partner's ordering procedure. Affiliates of either party may conduct business under this Agreement by signing an Order Form or other document that references these General Terms and may include additional terms relating to local requirements or other transaction details.
- 1.2 Structure.** The Agreement consists of three components: (1) the General Terms; (2) the Product Appendices (which may include end user license agreements) applicable to Your Products; and (3) if applicable, all Order Forms. Certain terms are defined in the General Terms or in the Definitions section at the end of the General Terms. If you order Red Hat Products from a Business Partner, then any agreement that you enter into with the Business Partner is solely between you and the Business Partner and will not be binding on Red Hat.

2. Term

- 2.1 Agreement Term.** The Agreement begins on the Effective Date and continues until it is terminated as set forth below.
- 2.2 Services Term.** Unless otherwise agreed in writing, the Service that you order will start at the earlier of (a) your first use of the Service, (b) the date you purchased the Service, or (c) the start date contained in the Order Form, and, in each case, will end at the expiration of the Services Term unless sooner terminated as set forth below. Subscriptions automatically renew for successive terms of the same duration as the original Services Term, unless either party gives written notice to the other party of its intention not to renew at least thirty (30) days before the expiration of the applicable Services Term. Any Services that you order must be consumed during the applicable Services Term and any unused Services will expire.

3. Fees and Payment

- 3.1 Payment of Fees.** Section 3.1 applies only to Red Hat Products ordered directly from Red Hat. The payment terms applicable to Red Hat Products purchased from a Business Partner are included in your Business Partner agreement.
- a) Unless otherwise set forth in an Order Form, you agree to pay Fees (1) for Professional Services and Training Services at the time of your order; and (2) for Subscriptions no later than 30 days after the date of Red Hat's invoice. Credit is subject to Red Hat's approval and Red Hat may change credit terms.
 - b) Fees do not include reasonable out-of-pocket expenses, shipping costs, Taxes, or service provider fees (such as payment processor or vendor management) and you agree to pay such amounts or reimburse Red Hat for such amounts paid or payable by Red Hat. You must pay the Fees and expenses without withholding or deduction. If you are required to withhold or deduct any Taxes from the Fees or expenses, then you agree to increase the amount payable to Red Hat by the amount of such Taxes so that Red Hat receives the full amount of all Fees and expenses. All Fees, expenses and other amounts paid under the Agreement are non-refundable.
 - c) If you are purchasing by credit card, then you (1) authorize Red Hat to charge your credit card for all amounts due, and (2) agree to provide updated credit card information to Red Hat as needed to pay the Fees or other amounts owed.
- 3.2 Basis of Fees.** Fees are determined by counting the Units associated with the applicable Red Hat Product. For example, Subscriptions may be priced based on the number of systems or nodes. You agree to order and pay for the appropriate type and quantity of Red Hat Products based on the Units you use or deploy. If during the term of the Agreement, the actual number of Units you use or deploy exceeds the number of Units you have ordered and paid for, you must promptly report to Red Hat or a Business Partner the number of additional Units used or deployed and the date(s) on which they were used or deployed. Red Hat (or the Business Partner) will invoice you and you agree to pay for the additional Units in accordance with your approved payment terms.

4. Termination

- 4.1 Termination for Cause.** Either party may terminate this Agreement (in whole or with respect to any Order Form or Red Hat Product obtained from Red Hat or a Business Partner) by notice to the other party if (a) the other party materially breaches this Agreement, and does not cure the breach within thirty (30) days after written notice (except in the case of a breach of Section 9 in which case no cure period will apply), or (b) the other party becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors. In addition, Red Hat may, at its option and without limiting its other remedies, suspend (rather than terminate) any Services if you breach the Agreement (including with respect to payment of Fees) until the breach is remedied.
- 4.2 Termination for Convenience.** Either party may terminate the Agreement by notice to the other party at any time if all Services Terms have expired.
- 4.3 Effect of Termination; Survival.** The termination or suspension of an individual Order Form, Business Partner order or any Red Hat Products purchased from Red Hat or a Business Partner will not terminate or suspend any other Order Form, Business Partner order, Red Hat Product or the remainder of the Agreement unless specified in the notice of termination or suspension. If the Agreement is terminated in whole, all outstanding Order Form(s), Business Partner orders and Services will terminate. If this Agreement, any Order Form or Business Partner order is terminated, you agree to pay for all Units that you used or deployed or that were provided by Red Hat up to the effective date of termination.

Sections 1.2, 3, 4.3, 5.2, 5.3, 9 (to the extent set forth therein), 10, 11 (to the extent set forth therein) and 12-15 will survive the termination of this Agreement.

5. Representations and Warranties

5.1 Red Hat represents and warrants that (a) it has the authority to enter into this Agreement, (b) the Services will be performed in a professional and workmanlike manner by qualified personnel, (c) to its knowledge, the Software does not, at the time of delivery to you, include malicious mechanisms or code for the purpose of damaging or corrupting the Software and (d) the Services will comply in all material respects with laws applicable to Red Hat as the provider of the Services. Client represents and warrants that (a) it has the authority to enter into this Agreement, and (b) its use of Red Hat Products will comply with all applicable laws, and it will not use the Red Hat Products for any illegal activity.

5.2 TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW AND EXCEPT AS EXPRESSLY PROVIDED IN SECTION 5.1, THE RED HAT PRODUCTS ARE PROVIDED "AS IS" AND WITHOUT ANY REPRESENTATIONS OR WARRANTIES EXPRESS OR IMPLIED, AND RED HAT DISCLAIMS ALL SUCH REPRESENTATIONS AND WARRANTIES, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, AND FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTIES IMPLIED BY THE COURSE OF DEALING OR USAGE OF TRADE. RED HAT AND ITS SUPPLIERS DO NOT REPRESENT OR WARRANT THAT THE RED HAT PRODUCTS WILL BE UNINTERRUPTED, SECURE, ERROR FREE, ACCURATE OR COMPLETE OR COMPLY WITH REGULATORY REQUIREMENTS, OR THAT RED HAT WILL CORRECT ALL ERRORS. IN THE EVENT OF A BREACH OF THE WARRANTIES SET FORTH IN SECTION 5.1, YOUR EXCLUSIVE REMEDY, AND RED HAT'S ENTIRE LIABILITY, WILL BE THE RE-PERFORMANCE OR RE-DELIVERY OF THE DEFICIENT RED HAT PRODUCT, OR IF RED HAT CANNOT SUBSTANTIALLY CORRECT A BREACH IN A COMMERCIALLY REASONABLE MANNER, TERMINATION OF THE RELEVANT RED HAT PRODUCT, IN WHICH CASE YOU MAY RECEIVE A PRO RATA REFUND OF THE FEES PAID FOR THE DEFICIENT RED HAT PRODUCT AS OF THE EFFECTIVE DATE OF TERMINATION.

5.3 The Red Hat Products have not been tested in all situations under which they may be used. Red Hat will not be liable for the results obtained through use of the Red Hat Products and you are solely responsible for determining appropriate uses for the Red Hat Products and for all results of such use. In particular, Red Hat Products are not specifically designed, manufactured or intended for use in (a) the design, planning, construction, maintenance, control, or direct operation of nuclear facilities, (b) aircraft control, navigation, or communication systems (c) weapons systems, (d) direct life support systems (e) or other similar hazardous environments.

6. Open Source Assurance. Purchases of Subscriptions may entitle you to participate in Red Hat's Open Source Assurance Program, which is described at <http://www.redhat.com/rhel/details/assurance/> and provides certain protections in the event of a third party infringement claim. The terms for this optional program are subject to the agreement at http://www.redhat.com/legal/open_source_assurance_agreement.html.

7. Red Hat Online Properties. You may be required to create an Account to access Red Hat Online Properties. You agree to provide accurate information when creating an Account. You may not access or create multiple accounts in a manner that is intended to avoid, or has the effect of avoiding, payment of Fees or circumventing thresholds or Unit limitations associated with your Account or otherwise in a manner intended to violate the Agreement. You are solely responsible for all activities in connection with your Account and will notify Red Hat promptly if you become aware of any unauthorized use of your Account. Your use of and access to the Red Hat Online Properties may also be subject to the Product Appendices applicable to the Red Hat Product.

8. Evaluations. Red Hat may offer Evaluation Subscriptions for evaluation and not for production purposes. Evaluation Subscriptions may be provided with limited or no support or subject to other limitations.

9. Confidentiality

9.1 Recipient (a) may not disclose Confidential Information of a Discloser to any third party unless Discloser approves the disclosure in writing or the disclosure is otherwise permitted under this Section 9; (b) will use the same degree of care to protect Confidential Information of Discloser as it uses to protect its own confidential information of a similar nature, but in no event less than reasonable care; and (c) may disclose Confidential Information of the Discloser only to its employees, Affiliates, agents and contractors with a need to know, and to its auditors and legal counsel, in each case, who are under a written obligation (or other professional obligation) to keep such information confidential using standards of confidentiality no less restrictive than those required by this Section 9. These obligations will continue for a period of two (2) years following initial disclosure of the particular Confidential Information. A Recipient may disclose Confidential Information if it is required to do so by applicable law, regulation or court order but, where legally permissible, will provide advance notice to the Discloser to enable the Discloser to seek a protective order or other similar protection if feasible. "Recipient" is the party receiving Confidential Information under this Agreement. "Discloser" is a party disclosing Confidential Information under this Agreement.

9.2 Information is not Confidential Information, if: (a) the information is or becomes publicly available other than as a result of the Recipient's breach of this Agreement, (b) the Recipient, at the time of disclosure, knows or possesses the information without obligation of confidentiality or thereafter obtains the information from a third party not under an obligation of confidentiality; (c) the Recipient independently develops the information without use of the Discloser's Confidential Information, (d) the information is generally known or easily developed by someone with ordinary skills in the business of the Recipient, or (e) the information is licensed under an Open Source License (as defined by the Open Source Initiative (<https://opensource.org/>)).

9.3 Confidential Information that is disclosed prior to termination of this Agreement will remain subject to this Agreement for the period set forth above. Upon written request of the Discloser, the Recipient will promptly return or destroy all Confidential Information, except for Confidential Information stored in routine back-up media not accessible during the ordinary course of business.

10. Client Information, Feedback, Reservation of Rights, & Review

10.1 Client Information. If you provide Client Information in connection with your use of or access to Red Hat Products, you agree that, subject to Section 9, Red Hat, its Affiliates, and Suppliers may use such Client Information in connection with providing the Red Hat Products. You agree that your provision (and Red Hat's use) of Client Information under this Agreement does not require any additional consents or licenses, will be in compliance with applicable law, and will not violate any intellectual property, proprietary, privacy, or other right of any third party. As between Red Hat and you, you retain all other rights in and to Client Information.

- 10.2 Feedback.** You may be asked to voluntarily provide Red Hat with Feedback in connection with Red Hat Products, but have no obligation to do so. If you choose to do so, Red Hat may use Feedback for any purpose, including incorporating the Feedback into, or using the Feedback to develop and improve Red Hat Products and other Red Hat offerings without attribution or compensation. You grant Red Hat a perpetual and irrevocable license to use all Feedback for any purpose. You agree to provide Feedback to Red Hat only in compliance with applicable laws and you represent that you have the authority to provide the Feedback and that Feedback will not include proprietary information of a third party.
- 10.3 Reservation of Rights.** Red Hat grants to you only those rights expressly granted in the Agreement with respect to the Red Hat Products and reserves all other rights in and to the Red Hat Products (including all intellectual property rights). Red Hat may collect and use for any purpose aggregate anonymous benchmark data about your use of the Red Hat Products. Nothing in this Agreement will 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 you. The terms of 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.
- 11. Review.** While this Agreement is in effect and for one year thereafter, Red Hat or its designee, acting in accordance with Section 9, may inspect your facilities and records to verify your compliance with this Agreement. You agree to (a) respond promptly to requests for information, documents and/or records, (b) grant appropriate access for on-site visits in order to verify your compliance, and (c) reasonably cooperate in connection with any such verification. Red Hat will provide at least ten (10) days prior written notice for any on-site visits, and will conduct on-site visits during regular business hours in a manner that reasonably minimizes interference with your business. If Red Hat notifies you of any noncompliance or underpayment, then you will resolve the non-compliance and/or underpayment within fifteen (15) days from the date of notice. If the underpayment exceeds five percent (5%), then you will also reimburse Red Hat for the cost of the inspection.
- 12. Limitations**
- 12.1 DISCLAIMER OF DAMAGES.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, NEITHER PARTY, NOR ITS AFFILIATES, WILL BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, SPECIAL, INDIRECT, EXEMPLARY OR PUNITIVE DAMAGES, OR FOR ANY DAMAGES FOR LOST OR DAMAGED DATA, LOST PROFITS, LOST SAVINGS OR BUSINESS OR SERVICE INTERRUPTION, EVEN IF SUCH PARTY WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND REGARDLESS OF THE FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.
- 12.2 LIMITATION OF LIABILITY.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, RED HAT'S AND ITS AFFILIATES' TOTAL AND AGGREGATE LIABILITY WITH RESPECT TO ANY CLAIM RELATING TO OR ARISING OUT OF THIS AGREEMENT WILL NOT EXCEED THE FEES RECEIVED BY RED HAT WITH RESPECT TO THE PARTICULAR RED HAT PRODUCT GIVING RISE TO LIABILITY UNDER THE MOST APPLICABLE ORDERING DOCUMENT DURING THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE FIRST EVENT GIVING RISE TO SUCH CLAIM; PROVIDED THAT IN NO EVENT WILL RED HAT'S AND ITS AFFILIATES' TOTAL CUMULATIVE LIABILITY FOR ALL CLAIMS ARISING OUT OF OR RELATING TO THIS AGREEMENT EXCEED THE FEES RECEIVED BY RED HAT DURING THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE FIRST EVENT GIVING RISE TO LIABILITY UNDER THIS AGREEMENT. THIS LIMITATION APPLIES REGARDLESS OF THE NATURE OF THE CLAIM, WHETHER CONTRACT, TORT (INCLUDING NEGLIGENCE), STATUTE OR OTHER LEGAL THEORY. THESE LIMITATIONS DO NOT LIMIT CLAIMS OF BODILY INJURY (INCLUDING DEATH) AND DAMAGE TO REAL OR TANGIBLE PERSONAL PROPERTY CAUSED BY THE NEGLIGENCE OF RED HAT OR ITS AFFILIATES.
- 13. Governing Law and Claims.** The Agreement, and any claim, controversy or dispute related to the Agreement, are governed by and construed in accordance with the laws of the State of New York without giving effect to any conflicts of laws provisions. To the extent permissible, the United Nations Convention on Contracts for the International Sale of Goods will not apply, even if adopted as part of the laws of the State of New York. Any claim, suit, action or proceeding arising out of or relating to this Agreement or its subject matter will be brought exclusively in the state or federal courts of Wake County, North Carolina, and each party irrevocably submits to the exclusive jurisdiction and venue. No claim or action, regardless of form, arising out of this Agreement may be brought by either party more than one (1) year after the party first became aware, or reasonably should have been aware, of the basis for the claim. To the fullest extent permitted, 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 hereby.
- 14. Miscellaneous**
- 14.1 Export.** Red Hat may supply you with Controlled Materials. You agree to comply with all applicable export and import laws or regulations, including any local laws in your jurisdiction concerning your right to import, export or use Controlled Materials and agree that Red Hat is not responsible for your compliance. Without limiting the foregoing, you agree that you will not export, disclose, re-export or transfer the Controlled Materials, directly or indirectly, to: (a) any U.S. embargoed destination; (b) any party who you know or have reason to know will utilize them in the design, development or production of nuclear, chemical or biological weapons, or rocket systems, space launch vehicles, or sounding rockets, unmanned air vehicle systems, or any other restricted end-use; or (c) anyone on (or controlled by a person or entity on) a U.S. government restricted persons list, including those who have been prohibited from participating in U.S. export transactions by any federal agency of the U.S. government. You will not provide to Red Hat any data or engage Red Hat in any activity, in each case, that could constitute the development of a "defense article" or provision of a "defense service" to you, as these terms are defined in Section 120 of the International Traffic in Arms Regulations (ITAR). In addition, you will not, and will not allow third parties under your control, (i) to provide Red Hat with Client Information that requires an export license under applicable export control laws or (ii) to process or store any Client Information that is subject to the ITAR. If you breach (or Red Hat believes you have breached) this paragraph or the export provisions of an end user license agreement for any Software or Red Hat is prohibited by law or otherwise restricted from providing Red Hat Products to you, Red Hat may terminate this Agreement and/or the applicable Order Form without liability to you. You acknowledge that to provide the Services, it may be necessary for Client Information to be transferred between Red Hat, its Affiliates, Business Partners, vendors and/or subcontractors, which may be located worldwide.
- 14.2 Notices.** Notices must be in English, in writing, and will be deemed given upon receipt, after being sent using a method that provides for positive confirmation of delivery to the address(es) or email address provided by you, including through an automated receipt or by electronic log. Any notice from you to Red Hat must include a copy sent to: Red Hat, Inc., Attention: General Counsel, 100 East Davie Street, Raleigh, North Carolina 27601; Email: legal-notices@redhat.com. Billing notices to you will be addressed to the billing contact designated by you.

- 14.3 Assignment.** Either party may upon written notice: (a) assign this Agreement to an Affiliate if the Affiliate's financial condition and creditworthiness are sufficient to satisfy the assigning party's obligations under the Agreement and the assignment will not affect the non-assigning party's obligations under the Agreement; and (b) assign this Agreement to a successor or acquirer pursuant to a merger or sale of all or substantially all of such party's assets. Any other assignment will be deemed void and ineffective without the prior written consent of the other party. Subject to the foregoing, this Agreement will be binding upon and will inure to the benefit of the parties and their respective successors and permitted assigns.
- 14.4 Waiver.** A waiver by a party under this Agreement is only valid if in writing and signed by an authorized representative of such party. A delay or failure of a party to exercise any rights under this Agreement will not constitute or be deemed a waiver or forfeiture of such rights.
- 14.5 Independent Contractors.** The parties are independent contractors and nothing in this Agreement creates an employment, partnership or agency relationship between the parties or any Affiliate. Each party is solely responsible for supervision, control and payment of its personnel. Red Hat may subcontract Services to third parties or Affiliates as long as (a) subcontractors agree to protect Confidential Information and (b) Red Hat remains responsible to you for performance of its obligations.
- 14.6 Third Party Beneficiaries.** This Agreement is binding on the parties to this Agreement and, other than as expressly provided in the Agreement, nothing in this Agreement grants any other person or entity any right, benefit or remedy.
- 14.7 Force Majeure.** Neither party is responsible for nonperformance or delay in performance of its obligations (other than payment of Fees) due to causes beyond its reasonable control.
- 14.8 Complete Agreement and Order of Precedence.** The Agreement represents the complete agreement between the parties with respect to its subject matter and supersedes all prior and contemporaneous agreements and proposals, whether written or oral, with respect to such subject matter. Any terms contained in any other documentation that you deliver to Red Hat, including any purchase order or other order-related document (other than an Order Form), are void and will not become part of the Agreement or otherwise bind the parties. If there is a conflict between the General Terms, the Product Appendices and/or an Order Form, the General Terms will control unless otherwise expressly provided in the Product Appendices and/or Order Form.
- 14.9 Counterparts.** 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 email or electronic signature process and such signatures will be effective to bind the parties to the Agreement.
- 14.10 Severable.** If any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, the remaining provisions of this Agreement will remain in effect to the greatest extent permitted by law.
- 14.11 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.
- 15. Definitions**
- 15.1 "Account"** means an account that enables you to access and use Red Hat Online Properties and may include a user name and password or other means of access designated by Red Hat.
- 15.2 "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.
- 15.3 "Business Partner"** means a cloud provider, distributor, reseller, OEM or other third party authorized to resell or distribute Red Hat Products.
- 15.4 "Business Partner order"** means an order for a Red Hat Product placed through a Business Partner.
- 15.5 "Client" or "you"** means the person or entity acquiring the right to use or access the Red Hat Products and which is a party to this Agreement.
- 15.6 "Client Information"** means any data, information, software or other materials that you provide to Red Hat under the Agreement.
- 15.7 "Confidential Information"** means information disclosed by the Discloser to the Recipient during the term of the Agreement that (i) is marked confidential; (ii) if disclosed orally, is clearly described as confidential at the time of disclosure and is subsequently set forth in writing, marked confidential, and sent to the Recipient within thirty (30) days following the oral disclosure; or (iii) is of a nature that the Recipient knows is confidential to the Discloser or should reasonably be expected to know is confidential.
- 15.8 "Controlled Materials"** mean software or technical information that is subject to the United States Export Administration Regulation.
- 15.9 "Effective Date"** means earliest of (a) the date of the last signature on this Agreement or an Order Form, (b) your online acceptance of the Agreement, and (c) when you first receive access to a Red Hat Product.
- 15.10 "Evaluation Subscriptions"** means Red Hat Products offered without charge solely for evaluation and not for production purposes, including offerings described as "evaluation", "preview" or "beta".
- 15.11 "Feedback"** means any ideas, suggestions, proposals or other feedback you may provide regarding Red Hat Products.
- 15.12 "Fees"** are the amounts to be paid by Client to Red Hat (directly or through a Business Partner) for the Red Hat Products.
- 15.13 "General Terms"** means the terms contained in Sections 1 – 15 of this document.
- 15.14 "Online Subscriptions"** means Subscriptions to one of the Red Hat Online Properties.
- 15.15 "Order Form"** is Red Hat's standard ordering document or online purchasing form used to order Red Hat Products.
- 15.16 "Product Appendices"** means the Red Hat Product Appendices set forth here: <https://www.redhat.com/en/about/agreements#prodapps>, or (b) for Professional Services, that are incorporated into an applicable statement of work.
- 15.17 "Professional Services"** means consulting services provided by Red Hat.
- 15.18 "Red Hat Online Properties"** mean Red Hat websites, portals and hosted Services included in, or provided in connection with, Red Hat Products.
- 15.19 "Red Hat Products"** means Software, Services, Subscriptions and other Red Hat branded offerings made available by Red Hat.
- 15.20 "Service(s)"** means Red Hat branded services offered as Subscriptions, Professional Services, Training Services, access to Red Hat Online Properties or other services offered by Red Hat.
- 15.21 "Services Term"** means the period during which you are entitled by Red Hat to use, receive access or consume a particular Red Hat Product pursuant to an Order Form or Business Partner order.
- 15.22 "Software"** means Red Hat branded software that is included in Red Hat Product offerings.
- 15.23 "Subscription"** means a time bound Red Hat Services offering, other than Professional Services.

- 15.24 "Supplier"** means a third party that provides service(s) to Red Hat in order for Red Hat to offer Services to its customers and/or Business Partners.
- 15.25 "Taxes"** means any form of taxation of whatever nature and by whatever authority imposed, including any interest, surcharges or penalties, arising from or relating to this Agreement or any Red Hat Products, other than taxes based on the net income of Red Hat.
- 15.26 "Training Services"** means access to Red Hat training courses, including online courses or courses provided at a site as may be agreed by the parties.
- 15.27 "Unit"** means the basis upon which Fees are determined for Red Hat Products as set forth in Product Appendices or an Order Form.
- 15.28 "Your Products"** means the Red Hat Products that you have purchased, licensed, or otherwise acquired the right to access or use.

PRODUCT APPENDIX 2A TRAINING AND TRAINING UNITS



This Product Appendix contains terms that describe the parameters and govern your use of Training and Training Units. Red Hat may modify or update this Product Appendix either by posting a revised version of this Product Appendix at <http://www.redhat.com/agreements>, and/or by providing notice using other reasonable means. If you do not agree to the updated terms then, (a) the existing Product Appendix will continue to apply to the Red Hat Products you have purchased as of the date of the update for the remainder of any then-current term(s); and (b) the updated or modified terms will apply to any new purchases or renewals of Red Hat Products made after the effective date of the updated terms. When we use a capitalized term in this Appendix without defining it, the term has the meaning defined in the base agreement.

1. Training

- 1.1 Equipment and Facilities.** For On-Site Courses, you will supply the facility and equipment as set forth at www.redhat.com/training/solutions/requirements.html. If Red Hat agrees to provide the training facilities and hardware, you will be liable for any loss, damage or destruction of the equipment used in connection with the Training.
- 1.2 Client Responsibilities.** You are responsible for (a) assessing each participant's suitability for the Training, (b) enrollment in the appropriate course(s) or online learning subscriptions (c) your participants' attendance at scheduled courses and (d) any other Client responsibilities as described in Red Hat's Training Policies (defined below).
- 1.3 Rights to Training Materials.** All intellectual property embodied in the training products, materials, methodologies, software and processes, provided in connection with the Training or developed during the performance of the Training (collectively, the "Training Materials") are the sole property of Red Hat or a Red Hat Affiliate and are copyrighted by Red Hat unless otherwise indicated. Training Materials are provided solely for the use of the participants and may not be copied or transferred without the prior written consent of Red Hat. Training Materials are Red Hat's confidential and proprietary information.
- 1.4 Delivery Date and Cancellation.** You agree to the cancellation policies and the procedures for scheduling of Training and On-Site Courses in the Training Policies. You must use all Training, including Training Units, within one (1) year of the date of purchase; any unused training offerings will be forfeited.

2. Red Hat Learning Subscriptions and Red Hat Online Learning Subscriptions

- 2.1 Access to Red Hat Materials and Support.** In order to begin accessing the materials, videos and services made available through a Red Hat Learning Subscription, the Named Participant for such subscription must first register with Red Hat with a unique Red Hat Login ID. You agree to provide to Red Hat the Red Hat Login ID for each Named Participant. All access and resources provided with a Red Hat Learning Subscription and a Red Hat Online Learning Subscription may only be consumed during the Subscription term.
- 2.2 Use of a Red Hat Learning Subscription.** A Red Hat Learning Subscription provides a Named Participant with ongoing access to a variety of materials and services for his or her personal use and are not assignable or transferrable. Providing our materials and services to, or using them for the benefit of, a third party or anyone other than the Named Participant is a material breach of the Agreement. Named Participants may only access the materials or support in connection with their Red Hat Learning Subscription in the same country as identified in the "Ship-to Address" in the relevant Order Form.
- 2.3 Red Hat Instructors.** If the Red Hat Learning Subscription includes access to Red Hat instructors, Named Participant may contact Red Hat instructors to ask questions about a particular course or video made available as part of the Red Hat Learning Subscription. Red Hat instructors will use commercially reasonable efforts to answer questions regarding (a) technical issues with the course or video and (b) questions about the content of such materials. Red Hat instructors will not provide production support or development support for any Red Hat Subscriptions.
- 2.4 Certification Exams.** If the Red Hat Learning Subscription includes Certification Exams, Named Participant may be permitted to complete Certification Exams via a Classroom Exam or an Individual Exam session, provided Named Participants in North America may only take exams included in the Red Hat Learning Subscription via an Individual Exam session. Red Hat reserves the right to modify learning paths and/or certification criteria for Certification Exams. The standard exam terms and conditions, provided in the Training Policy, apply to any exams provided through a Red Hat Learning Subscription. While Red Hat provides exams at many locations, Red Hat does not warrant that any particular exam will be available in a city near the Named Participant.

3. Training Units

Training Units (a) expire one (1) year from the date of purchase, (b) are non-refundable, (c) are non-transferable, (d) may not be redeemed for cash or credit, (e) must be used as whole credits, (f) cannot be combined with any other discount, special offer or coupon and (g) can be redeemed only in the same geographic region and currency as purchased. United States Government end users (or resellers acting on behalf of the United States Government) may not purchase Training Units.

4. Payment

Notwithstanding other payment terms, payment for Training, Training Units must be received in full prior to the delivery of the associated Training Services.

5. Definitions

- 5.1 **"Certification Exam(s)"** means both Classroom Exams and Individual Exams.
- 5.2 **"Classroom Exam(s)"** means certification exams delivered in an open enrollment classroom.
- 5.3 **"Individual Exam(s)"** means exams delivered via a Red Hat Individual Exam system.
- 5.4 **"Named Participant"** means a Client employee or contractor whom Client has identified to Red Hat as the individual authorized to use or access the materials and the support Red Hat makes available with the Training purchased by Client.
- 5.5 **"On-site Courses"** means courses provided at a site designated by you.
- 5.6 **"Open Enrollment Courses"** means Red Hat's publicly available courses delivered in a classroom, and Red Hat's publicly available Virtual Training courses delivered live via the Internet.
- 5.7 **"Red Hat Learning Subscription"** means a one (1) year subscription that provides a Named Participant with access to certain Red Hat learning resources consisting of (a) access to an online repository of learning courses and videos during the term of the Red Hat Learning Subscription and (b) remote access to systems for training purposes. Certain Red Hat Learning Subscriptions may also include access to Red Hat instructors for content related to training in English language and during Red Hat's published standard business hours and access to Red Hat Certification Exams as described herein and in Red Hat's Training Policies.
- 5.8 **"Red Hat Online Learning Subscription"** means a ninety (90) day subscription that provides a Named Participant with access to an individual Red Hat course consisting of (a) online content associated with the course, and (b) remote access to systems used for training purposes that are associated with the purchased course as described herein and in Red Hat's Training Policies.
- 5.9 **"Training"** means Red Hat's training products, including but not limited to, Open Enrollment Courses, Virtual Training, On-Site Courses, Red Hat Learning Subscription, Red Hat Online Learning and Certification Exams as described herein and subject to Red Hat's Training Policies.
- 5.10 **"Training Policies"** means Red Hat's training policies as posted and updated at <https://www.redhat.com/en/about/red-hat-training-policies>.
- 5.11 **"Training Units"** means Red Hat's training credits that may be redeemed by you for any Training subject to the Training Policies.
- 5.12 **"Virtual Training"** means publicly available courses delivered online.