This Product Appendix (including the attached Exhibits) governs your use of the Red Hat Online Services and is subject to the Enterprise Agreement General Terms available at https://www.redhat.com/en/about/agreements or, as applicable, other base agreement between you and Red Hat. Capitalized terms without definitions in this Product Appendix have the meaning defined in the base agreement. In the event of a conflict between this Product Appendix and an Exhibit to this Product Appendix, the terms of the Exhibit control.

Red Hat may modify or update this Product Appendix and will notify you of updates either by posting a revised version of this Product Appendix at https://www.redhat.com/en/about/agreements or by providing notice using other reasonable means. If you do not agree to the revised version then, (a) the existing Product Appendix will continue to apply to Online Services you have purchased as of the date of the update for the remainder of the then-current Online Services term; and (b) the most current version will apply to any new purchases or renewals of Online Services made after the effective date of the revised version.

We provide the Online Services to you under the terms described in the Agreement whether you obtain them from us or through one of our authorized Business Partners, which may include a Marketplace Vendor as described below. Your continued right to access and use the Online Services, is subject to your compliance with the terms of the Agreement.

1. **Online Services Subscription Terms**
1.1 **Background**. "**Online Services**" means Red Hat branded cloud or hosted service offerings described in Exhibit A. "**Support**" means technical support to resolve issues relating to the Online Services, as described in Section 3 (Support from Red Hat) and other product-specific sections. Red Hat and its licensors own all rights, title, and interest in and to the Online Services.

1.2 **Fee Basis**. Fees for Online Services are based on the number of Units and other metrics as described below and in Exhibit A. You agree to pay Red Hat (either directly or through a Business Partner) the applicable Fees for all Units. If your utilization or deployment exceeds the number of Units you purchased, including the applicable capacity or other parameters, you must purchase and pay for additional Online Services in a quantity equal to the total number of Units that you use or deploy. For Online Services identified as "**OpenShift Add-On Services**" in Exhibit A, Table 1, you must purchase a quantity equal to the Units of the underlying Red Hat OpenShift implementation. Online Services may be available for purchase (a) on a consumption basis ("**On Demand**") paid in arrears or (b) on a longer-term basis and paid up-front.

1.3 **Purchasing from a Marketplace**. If you purchase the Online Services through the Red Hat Marketplace or a third party marketplace (each, a "**Marketplace Vendor**"), any applicable Fees will be identified in the applicable Marketplace Vendor web interface, are billed and payable according to the Marketplace Vendor terms, and are non-refundable. You acknowledge and agree that Red Hat may report your usage of the Online Services to the Marketplace Vendor for the purpose of invoicing or billing.

1.4 **Previews.** Red Hat may offer you the opportunity to preview or evaluate features or Online Services, without charge, up to certain limits (**"Preview"**) and subject to the terms and conditions of this Product Appendix as well as any additional terms that Red Hat may provide in connection with the Preview. Preview offerings are not intended for production purposes, do not include Support, and are not subject to Exhibit B (Maintenance, Service Availability, and Credits). Red Hat may change or remove Preview offerings at any time, which may result in data loss, service unavailability, and deletion or re-provisioning of software.

1.5 **Infrastructure Services**. Online Services require underlying cloud hosting services ("**Infrastructure Services**"). Some Online Services are offered with Infrastructure Services provided by Red Hat; and for some Online Services, Red Hat may offer "**Customer Cloud Subscriptions**" where Red Hat does not provide the Infrastructure Services and you are responsible for separately procuring Infrastructure Services from a third party provider. You are solely responsible for complying with any terms and conditions between you and the provider of the Infrastructure Services, paying any fees associated with the Infrastructure Services, and obtaining any applicable permissions from the third party provider to allow Red Hat to provide the Online Services offered. To enable a Customer Cloud Subscription you must adhere to the technical requirements provided by Red Hat and as specified in Exhibit A.
    1.5.1 **Customer Cloud Subscription**. To initiate a Customer Cloud Subscription, you must follow the procedure set forth at: https://access.redhat.com/documentation/en-us/openshift_dedicated/ (see "Planning Your Environment" section). You must open a Support case to notify Red Hat at least 30 days prior to making any policy or permission changes other than as permitted in the Customer Cloud Subscription documentation. You must not remove or replace any cloud service component created or managed by the Online Services. Red Hat has the right to reject any change. Red Hat is not responsible for any actions that you or Your Authorized Users take, including but not limited to actions that may affect your use of the Customer Cloud Subscription, Online Service availability or data loss.

1.6 **Cluster Administration Capability**. Red Hat, at its discretion, may enable cluster administration rights for particular Online Services subject to the following conditions: (a) You must not remove or replace any native Online Services components or any other component installed and managed by Red Hat; (b) You will promptly submit a report as per https://access.redhat.com/security/team/contact to Red Hat for any flaws, security weaknesses, misconfigurations, or other vulnerabilities discovered in the Online Services, Infrastructure Services, or any third party tools, such reports are Confidential Information of Red Hat unless Red Hat agrees otherwise in writing; (c) If requested, you will work with Red Hat to identify any changes made to the cluster configuration and collaborate with Red Hat on any related issues and (d) Red Hat is not responsible for any actions you or Authorized Users take relating to the Online Services or Your Account, including but not limited to actions that may affect Infrastructure Services, Online Service availability and data loss.

2. **Your Account and Use**
2.1 **Your Account**. In order to access the Online Services, you must create a Red Hat account ("**Your Account**"). You may provide access to the Online Services through Your Account for your authorized users, including your employees, independent contractors, Affiliates

(which does not include Affiliates in Russia, Belarus or jurisdictions prohibited under United States law) or any other third party ("**Authorized Users**"). You and Authorized Users must provide current, complete, and accurate information as required by the account registration form. You are responsible for all activities or actions, including unauthorized actions, in Your Account and for the payment of any applicable Fees. You may not use or access the Online Services in a manner that is intended to avoid or has the effect of avoiding the payment of Fees or the circumvention of any thresholds or Unit limitations associated with Your Account. You agree to notify Red Hat immediately if you suspect someone has obtained unauthorized access to Your Account, Your Content (as defined below), or the Online Services.

2.2 **Your Use**. You are responsible for ensuring that (a) the Online Services are suitable for your needs and (b) your use and the use by any Authorized User is in compliance with this Product Appendix and all applicable laws, including but not limited to data privacy and security laws. If you become aware of any noncompliance by any Authorized User, you will notify Red Hat and promptly bring the Authorized User into compliance or terminate their access.

2.3 **Use Restrictions**. You and Authorized Users will not : (a) sell, resell, rent, assign, or otherwise provide access to the Online Services; (b) copy, modify, create derivative works, reverse engineer, decompile, or disassemble any Red Hat Content (defined in Section 4.1 (License for Red Hat Content) below) or the Online Services except to the extent such conduct is permitted under applicable law or an applicable open source software license; (c) remove or modify any of the copyright, trademark, or other notices contained in the Red Hat Content (except to the extent permitted under an applicable open source software license) or the Online Services; (d) interfere with other users' security or use of the Online Services including but not limited to accessing third parties' accounts, or distributing spam; (e) deploy or run any other application or service not included in the Online Service on the Infrastructure Services provided by Red Hat; or (f) use any of the Online Services (i) to create products or services that compete with any of the Online Services; (ii) in a manner that constitutes defamation or violation of rights of privacy or publicity; (iii) for any illegal activity; (iv) to violate the security or integrity of any, network, computer, or computing device; (v) to provide Content that infringes, misappropriates, or violates any third party or Red Hat intellectual property rights; (vi) in a way that damages, intercepts, or expropriates any system, data, or information that is not yours; (vii) to attempt to or mine or forge cryptocurrencies, or enable illegal file sharing; (viii) for the operation of nuclear facilities, air traffic control, or life support systems or where the use or failure of the Online Services could lead to death, personal injury, or environmental damage; or (ix) to operate or enable any telecommunications service or in connection with any application that allows users to place calls or to receive calls from any public switched telephone network. You must get prior written consent from Red Hat before running any penetration or stress testing on the Online Services.

3. **Support from Red Hat.**
3.1 **Scope of Support.** Support consists of guidance on the use of, and problem diagnosis and bug fixes for, the Online Services when used for their intended purpose. To access and use Support, you must provide Red Hat with sufficient information to validate your Online Service. If you are using any Red Hat HIPAA Qualified Online Services, you are not permitted to and should not submit any protected health information through a support portal or ticket or within any support case attachments, comments, or logs.

3.2 **Support Coverage.** Support is provided at the Premium service level, as further described at https://access.redhat.com/support/offerings/production/sla. Support is provided in English and may be available in other languages based on available resources. We do not provide Support for: (a) architecture, design, development, or prototyping; (b) non-Red Hat online services or software, including but not limited to devices, operators, applications, infrastructure, or tools that you or a third party provide or create; (c) an upstream open source community version of a Red Hat Product; (d) access management or any security related processes that apply only to Your Account; (e) any work performed as part of a Red Hat professional services engagement; (f) individuals who are not your Support Contacts (defined below); (g Online Services running in excess of the number of Units you have purchased or outside the usage restrictions; or (h) for any changes you make to the Infrastructure Services account which negatively impacts the operation of the Online Services such as the removal of a load balancer, a virtual machine instance, or any Infrastructure Services that the Online Services are dependent on. You are responsible for testing the Online Services and any Red Hat Content before deploying it in your environment and for providing assistance to Authorized Users. You will back up Your Content on a regular basis and have those back ups available if needed for Support or other purposes.

3.3 **Support for AI Platforms and AI Assistants**. Support for AI Platforms and AI Assistants (as defined below) is only provided for the components that are included in a Red Hat Product and when running on a supported environment. Red Hat may, at its discretion, assist with your use of third party components including Third Party Models, but any issues such as bug fixes or updates for those third party components or Third Party Models are the responsibility of the third party. Support will not be provided for any Input, Output, or content provided by Client.

3.4 **Support Contacts**. A "**Support Contact**" is a person that you authorize to open Support requests and engage with Red Hat support personnel. You may designate up to the number of contacts described at https://access.redhat.com/support/offerings/production/contacts. Red Hat's telephone number and standard business hours are listed at https://access.redhat.com/support/contact/technicalSupport.html.

4. **Red Hat Content and Other Features**
4.1 **License for Red Hat Content**. In connection with the Online Services, Red Hat may provide you with access to Red Hat documentation and software code such as containers, operators, software development kits, data, or templates ("**Red Hat Content**"). To the extent that components of Red Hat Content are not distributed under an open source license and during the Online Services term, Red Hat hereby grants to you a limited, worldwide, nonexclusive, royalty-free, non-transferable license to use the Red Hat Content solely in connection with your internal use of the Online Services. The terms of this Appendix are not intended to interfere with any rights you may receive under the applicable open source license.

4.2 **Third Party Offerings.** In connection with the Online Services, Red Hat may make available or you may use operators to enable the software or services of third parties; third party software, services, or data; or Third Party Models (as defined below) ("**Third Party Offerings**"). You, and not Red Hat, are responsible for ensuring any Third Party Offerings continue to function after any cluster maintenance, including upgrades, performed by Red Hat or software upgrades performed by you. Third Party Offerings are governed by

the terms provided by the third parties. Red Hat and its licensors and vendors have no obligations or liability with respect to such third party or the Third Party Offerings. Third Party Offerings do not constitute Red Hat Content or Online Services.

4.3 **APIs and ABIs.** You may use any documented application programming interfaces ("**APIs**") or application binary interfaces (**"ABIs")**, solely for the purpose of integrating your application or other tools with the Online Services. Red Hat may change, deprecate or republish APIs or ABIs from time to time. You are responsible to ensure that calls made by your application to the Online Services are compatible with then-current APIs or ABIs.

4.4 **Domain Names or Namespaces**. In order to utilize some of the Services, you may be required to create a unique domain name or namespace. Red Hat may, in its sole discretion, reject any domain name or namespace request submitted by You at any time, including after public use. Red Hat reserves the right to deactivate any domain name or namespace and require that You use a different domain name or namespace if Red Hat receives a notice by a third party that the domain name or namespace misappropriates or infringes a third party's rights or if the domain name or namespace violates the terms of this Agreement, or applicable law.

4.5 **Linking**. The Online Services may contain links to third party websites or content, which you may access or use at your own risk subject to any applicable third party terms. Red Hat is not responsible for and does not endorse such third party websites or content.

4.6 **Usage Related Information.** The Online Services may collect and transmit usage information ("**Usage Data**"). Usage Data may be used for purposes such as 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, or usage and billing. Red Hat may use third parties to assist in the collection and processing of Usage Data. Product documentation may provide additional details related to the types of Usage Data collected and the methods by which you may opt out of such collection.

4.7 **Policy Assessment Features.** Some Online Services may provide features or tools to assist with the validation, remediation, and maintenance of your internal policies or third party standards. Red Hat makes no representations for compliance or certification with your internal policies or any third party standards or regulations.

4.8 **AI Technology**. Certain Red Hat Products may provide an option for you to input questions or prompts into an interface (e.g. chat interface or code editor) ("**Input**"). The Input is passed to a large language model ("**LLM**") that provides responses or suggestions ("**Output**"). The Output may require you to make additional modifications to be useful. It is your responsibility to determine if any Output is accurate or appropriate for your use. Red Hat does not claim any intellectual property rights with respect to Input, or Output. Your use of Output is at your discretion and Red Hat makes no warranties or guarantees with respect to Output. You are responsible for ensuring your use of any LLM or other AI model complies with any applicable laws or regulations.

4.8.1 **AI Assistants**. Certain Red Hat Products may include optional features that use an LLM to assist you with guidance, advice, and information regarding Red Hat Products ("**AI Assistant**"). AI Assistants are not intended to process personal information, and you agree to not include any personal information in the Input. AI Assistants use an LLM which may be provided by Red Hat or a third party, or hosted by you.

4.8.2 **AI Platforms**. Certain Red Hat Products (such as RHEL AI) contain tools and models that allow you to train, fine-tune, deploy, and manage AI models on-premise or in an environment you control ("**AI Platform**").

4.8.3 **Third Party Models**. AI Platforms and AI Assistants may enable the use of third party LLMs or other AI models that you obtain separately or from a Red Hat hosted repository ("**Third Party Models**"). Third Party Models are subject to and governed by the terms provided by the third party. Red Hat may optimize certain Third Party Models for use with Red Hat Products. Third Party Models are not Red Hat branded models and no other support will be provided.

5. **Your Content**

5.1 **Your Content**. "**Your Content**" consists of any content and data uploaded or deployed to the Online Services by you or Authorized Users, including applications, software code, documentation, materials, information, text files, or images. You retain ownership of Your Content. You represent and warrant that: (a) you have the necessary rights or permissions to use Your Content and (b) the use of Your Content by you, Authorized Users, and Red Hat and its affiliates, vendors, and subprocessors does not misappropriate, violate or infringe the intellectual property rights or privacy rights of any third party, and all such use is lawful. You are prohibited from using the Online Services to store, create, or deploy any portion of Your Content that is regulated under the International Traffic in Arms Regulations (ITAR). You are responsible for ensuring that Your Content is authorized for export, distribution, and use under the Export Administration Regulations (EAR) and other applicable laws and regulations, including privacy laws, and Red Hat reserves the right to review Your Content for compliance purposes. Red Hat is not responsible under any circumstances for any claims, damages, or other actions relating to Your Content. You agree to promptly remove any of Your Content that violates the foregoing.

5.2 **License for Your Content**. You grant to Red Hat, and to any third party providers on whose services Red Hat may depend to provide the Online Services, a worldwide, non-exclusive, royalty-free license to make, use, reproduce, distribute, import, perform, and display Your Content solely in connection with providing the Online Services to you. Except as set forth in this section, Red Hat obtains no rights in Your Content under this Product Appendix.

5.3 **Indemnification for Your Content**. You agree to indemnify Red Hat, Red Hat Affiliates, and their licensors and vendors, and each of their respective employees, officers, directors, and representatives from and against any claims, damages, losses, liabilities, costs, and expenses (including reasonable attorneys' fees and associated litigation expenses) arising out of or relating to: (a) your use or your Authorized Users' use of the Online Services, including the Red Hat Content, in violation of any law or regulation; (b) any claim or allegation that Your Content infringes, violates, or misappropriates the intellectual property or privacy rights of any third party; (c) Red Hat's response to any third party subpoena, warrant, audit, agency action, or other legal order or process concerning Your Content, Your Account, or use by you or Authorized Users of the Online Services; or (d) any dispute between you and a Third Party Offering provider or you and any

of your Authorized Users. Red Hat will notify you in writing of any such claim or action, but Red Hat's failure to promptly notify you will only affect your obligations under this section to the extent that such delay materially prejudices your ability to defend the claim. You will have full control and management over the defense and settlement of any claim with counsel of your choosing. At your request, Red Hat will provide reasonable assistance in defending the claim. You will not enter into a settlement agreement requiring payment or any other affirmative act by Red Hat without Red Hat's written consent, which will not be unreasonably withheld. Any limitations set forth in the base agreement will not limit liability under this section.

5.4 **Copyright Notice and Takedown Process**. If you believe that content in the Online Services infringes your copyright, please provide the following information to the Red Hat-designated copyright agent listed below:

- A description of the copyrighted content that you claim has been infringed and description of the infringing activity, including where the content is located.
- Your name, address, telephone number, and email address.
- The following statement: "I have a good faith belief that use of the copyrighted materials described above as allegedly infringing is not authorized by the copyright owner, its agent, or the law."
- The following statement: "I swear, under penalty of perjury, that the information in the notification is accurate and that I am the copyright owner or am authorized to act on behalf of the owner of an exclusive right that is allegedly infringed."
- Your electronic or physical signature.

If you believe that Your Content was removed in error, please provide a counter notification with the following information to the address below:

- A description of the material that Red Hat has removed or to which Red Hat has disabled access.
- Your name, address, telephone number, email address, and a statement that you consent to the jurisdiction of the Federal District Court for the judicial district in which your address is located (or Wake County, North Carolina if your address is outside of the United States), and that you will accept service of process from the person who provided notification of infringement or an agent of such person.
- The following statement: "I swear, under penalty of perjury, that I have a good faith belief that the material identified above was removed or disabled as a result of a mistake or misidentification of the material to be removed or disabled."
- Your electronic or physical signature.

Please send notifications of infringement and counter notifications to: dmca@redhat.com or
Head of Intellectual Property
Red Hat, Inc.
100 East Davie Street
Raleigh, NC 27601

6. Service Availability, Suspension, and Termination

6.1 **Service Availability & Changes.** Red Hat will maintain availability of the Online Services and provide notice of maintenance in accordance with the terms set forth in Exhibit B (Maintenance, Service Availability and Credits). Red Hat reserves the right to periodically update or improve an Online Service offering or its functionality, including adding new functionality. Upon prior written notice, Red Hat may discontinue an Online Service.

6.2 **Service Suspensions**. Red Hat may temporarily suspend your or Authorized Users' access to the Online Services if Red Hat reasonably determines in its sole discretion that your or Authorized Users' use of the Online Services or Your Content: (i) poses a security risk; (ii) adversely impacts the Online Services; (iii) would subject Red Hat to liability; or (iv) may or does violate any applicable laws or regulations.

6.3 **Notice and Effect of Suspension.** Red Hat will endeavor to provide you with notice of the suspension under this section and to provide updates regarding resumption of the Online Services following any such suspension. If the issue has not been remediated, Red Hat reserves the right (but has no obligation) to suspend your or Authorized Users' access to the Online Services until the issue has been remediated to Red Hat's reasonable satisfaction. Red Hat will have no liability with respect to such a suspension.

6.4 **Termination**. Upon expiration or termination of the Online Services, you are not entitled to use or access any Online Service or Red Hat Content, except as otherwise permitted under this Product Appendix, provided this is not intended to interfere with any rights you may have under any open source licenses. You are responsible for exporting Your Content from the Online Services prior to expiration or termination. For specific Online Services and subject to applicable fees, Red Hat may offer the ability to extract Your Content after expiration or termination except in the case of breach by you.

7. Data Protection

7.1 **Data Security**. Without limiting your obligations under this section or elsewhere in the Agreement, Red Hat has implemented certain measures designed to help protect the Online Services from unauthorized access. You will implement reasonable procedures and security measures to protect Your Content as well as the privacy and legal rights of Authorized Users and any other individual. Without limiting the foregoing obligation, you are responsible, where available and appropriate, for: (a) using encryption technology to protect Your Content and any personally identifiable information transmitted to and from, and while stored on, the Online Services; (b) keeping any software used or running with the Online Services current with the latest security patches or updates; and (c) backing up Your Content. You are responsible for complying with any applicable laws and regulations, including, but not limited to, those that require notification of individuals whose personally identifiable information may have been compromised or that govern specific types of data included in Your Content. If any of Your Content could subject Red Hat to governmental regulation or special industry standards (e.g., credit card data) or may require security measures beyond those specified by Red Hat for the Online Services, you will not provide or give access to Your Content unless Red Hat has otherwise first agreed in a separate written and signed document to implement additional security and other measures.

7.2 **Data Processing.** To the extent Red Hat processes Personal Data (as such term is defined in the Data Processing Addendum) disclosed by you as part of Your Content, Red Hat's Data Processing Addendum available at https://www.redhat.com/en/about/appendices will apply to the parties. Prior to uploading Your Content to the Online Services, you will provide any required or appropriate disclosures or

notices and obtain any necessary consent from Authorized Users or any other individual whose Personal Data or other identifying information is part of Your Content. In order to provide certain aspects of the Online Services, such as administering Your Account or performing Support, it may be necessary for Red Hat to transfer information to its Affiliates, vendors, or subcontractors located worldwide. In connection with the Online Services, you agree to protect the privacy of your Authorized Users' data, including without limitation implementing and maintaining an appropriate privacy policy that complies with applicable law and notifying your Authorized Users that their data may be stored on facilities accessible to Red Hat, its Affiliates, vendors, subcontractors or subprocessors and may be transferred between you and your vendors or subcontractors, which may be located worldwide.

7.3. **Red Hat HIPAA Qualified Online Services**. "**HIPAA**" means collectively the United States Health Insurance Portability and Accountability Act of 1996, as updated pursuant to the Health Information Technology for Economic and Clinical Health Act, enacted as part of the American Recovery and Reinvestment Act of 2009, as amended from time to time, and including implementing regulations. Red Hat may act as a "business associate" (as that term is defined in HIPAA) with respect to the Red Hat HIPAA Qualified Online Services that are listed at https://access.redhat.com/articles/2918071#hipaa-overview-13. Prior to using the HIPAA Qualified Online Services you must enter into a Business Associate Agreement with Red Hat. For any other products not listed as a Red Hat HIPAA Qualified Online Service, Red Hat makes no representations that the Online Services satisfy HIPAA requirements, you acknowledge that Red Hat is not acting as a business associate and you will not use the Online Services in any manner involving "protected health information".

7.4 **Legal Process**. Red Hat may disclose information, including Your Content and information concerning Your Account, as required by law, regulation, or legal process (such as responding to a subpoena, warrant, audit, or agency action, or to prevent fraud) or to establish or exercise its legal rights or to defend against legal claims. If any government or regulatory authority requests access to Personal Data concerning Your Content, unless prohibited by law, Red Hat will notify you of such request to enable you to take necessary actions to communicate directly with the relevant authority and respond to such request. If Red Hat is prohibited by law to notify you of such request, Red Hat will use reasonable efforts to provide the minimum amount of information permissible when responding, based on a reasonable interpretation of the request.

7.5 **Other Privacy Terms.** Red Hat, its Affiliates, vendors, subcontractors, and subprocessors, may, wherever they do business, store and otherwise process business contact information of you, your personnel and Authorized Users, for example, name, business telephone, address, email and user ID for business dealings. Where notice to or consent by the individual is required for such processing, you will notify and obtain such consent.

This Exhibit provides additional terms that apply to the Online Services listed below.

1. **Units for Online Services.** Table 1 lists the Online Services managed by Red Hat, the applicable Unit and capacity or other parameters for each offering.
   - "**API**" means a collection of application programming interface methods grouped together as one service in the product interface.
   - "**API Call**" means one inbound message to your API backend service and a response from the service if applicable in all environments.
   - "**Cluster**" means a group of connected computing resources or devices intended to work together.
   - "**GPU**" means a graphical processing unit.
   - "**Managed Node**" means each and every Node managed (directly or indirectly) by the Software or Online Service. "Node" means a Virtual Node, Physical Node, device or other instance of software.
   - "**Physical Node**" means 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.
   - "**Private Repository**" means storage of your containerized software and artifacts to which you control access.
   - "**vCPU**" means a 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 or Services on which the Virtual Node is running.
   - "**Virtual Node**" means an instance of the Online Services or Software executed, in whole or in part, on a virtual machine or in a container.

Table 1

Red Hat OpenShift Online Services	Units	Capacity Limitations & Other Parameters
Red Hat OpenShift Dedicated Platform Single Availability Zone	Cluster	3 control plane Virtual Nodes, 2 infrastructure Virtual Nodes, 4 worker Virtual Nodes.
Red Hat OpenShift Dedicated Platform Single Availability Zone (Customer Cloud Subscription)	Cluster	3 control plane Virtual Nodes, 2 infrastructure Virtual Nodes, 2 worker Nodes. Infrastructure Services must be purchased separately.
Red Hat OpenShift Dedicated Platform Multiple Availability Zones	Cluster	3 control plane Virtual Nodes, 2 infrastructure Virtual Nodes, 9 worker Virtual Nodes.
Red Hat OpenShift Dedicated Platform Multiple Availability Zones (Customer Cloud Subscription)	Cluster	3 control plane Virtual Nodes, 3 infrastructure Virtual Nodes, 3 worker Virtual Nodes. Infrastructure Services must be purchased separately.
Red Hat OpenShift Dedicated Additional Node	Virtual Node	Comes with up to the vCPU and RAM based on the underlying OpenShift base cluster purchased ("**vCPU & RAM package**").
Red Hat OpenShift Dedicated Additional Node (Customer Cloud Subscription)	Virtual Node	vCPU and RAM package Infrastructure Services must be purchased separately.
Red Hat OpenShift Dedicated Add On Storage	Gigabytes	Up to 500 GB of storage.
Red Hat OpenShift Dedicated Additional Network IO	Terabytes	Up to 12 TB of storage.
Red Hat OpenShift Dedicated Platform (Customer Cloud Subscription) Cluster Fee	Cluster	N/A
Red Hat OpenShift Dedicated worker Virtual Node (Customer Cloud Subscription)	Virtual Node	vCPU and RAM package. Infrastructure Services must be purchased separately.
Red Hat OpenShift Service on AWS	Cluster / Virtual Node	vCPU & RAM package. Infrastructure Services must be purchased separately, including control plane instances.
Red Hat OpenShift Service on AWS with Hosted Control Planes	Cluster / Virtual Node	vCPU & RAM package. Infrastructure Services must be purchased separately. Red Hat will provide access to the control plane.
OpenShift Add-On Services		
Red Hat OpenShift API Management	API Calls	Total number of API Calls on a daily basis. You must purchase a quantity of API Calls that can accommodate traffic spikes.
Red Hat OpenShift AI	vCPU, GPU	You must purchase equivalent Units as the underlying OpenShift Dedicated or Red Hat OpenShift on AWS Cluster. Infrastructure Services must be purchased separately. OpenShift AI comes with an optional entitlement for RHEL AI, which is governed by Product Appendix 1 for Software and Subscriptions available at https://www.redhat.com/en/about/appendices
Other Online Services		
Red Hat Quay.io	Private Repositories	Purchased on a monthly basis per number of Private Repositories.
Red Hat Advanced Cluster Security Cloud Service	Managed Node	You must purchase enough Units and associated capacity to cover the capacity of the Managed Node (vCPUs for Virtual

Red Hat Advanced Cluster Security Cloud Service for Bare Metal		Nodes or CPUs for Physical Nodes) equal to the capacity and type of Units of the underlying OpenShift or other Kubernetes implementation (listed at https://access.redhat.com/node/5822721) that is being secured by Red Hat Advanced Cluster Security Cloud Service.
Red Hat Advanced Cluster Security - Cloud Service Add-on		
Red Hat Advanced Cluster Security Cloud Service (OSD, ROSA, ARO)	Managed Node	Only used to secure Red Hat OpenShift Dedicated, Red Hat OpenShift Service on AWS, Azure Red Hat OpenShift. You must purchase enough Units and associated capacity to cover the capacity of the Managed Node (vCPUs for Virtual Nodes or CPUs for Physical Nodes) equal to the capacity and type of Units of the underlying OpenShift implementation that is being secured by Red Hat Advanced Cluster Security Cloud Service.
Red Hat Advanced Cluster Security Cloud Service for IBM Power LE, Premium (2 Cores)	Managed Node	Only used to secure IBM Power, LE systems. You must purchase enough Units and associated capacity are required to cover the capacity of the Managed Node (Cores) equal to the capacity and type of Units of the underlying OpenShift implementation that is being secured by Red Hat Advanced Cluster Security Cloud Service.
Red Hat Advanced Cluster Security Cloud Service for IBM Power Z and IBM LinuxONE, Premium (1 Core)	Managed Node	Only used to secure IBM Power Z and IBM LinuxONE systems. You must purchase enough Units and associated capacity are required to cover the capacity of the Managed Node (Cores) equal to the capacity and type of Units of the underlying OpenShift implementation that is being secured by Red Hat Advanced Cluster Security Cloud Service.
Red Hat Ansible Automation Platform Service on AWS	Managed Node	The service provides the Ansible Automation Platform control plane. Customers provide the execution plane separately on customer-managed Infrastructure Services.

2. Additional Terms for Specific Red Hat Products.

2.1 Additional terms for Red Hat OpenShift Dedicated. The scope of services for OpenShift Dedicated Online Services is further set forth at https://docs.openshift.com/dedicated/osd_policy/osd-service-definition.html. You acknowledge that the use and management of OpenShift Dedicated are a shared responsibility and agree to the accountability matrix set forth at: https://docs.openshift.com/dedicated/osd_policy/policy-responsibility-matrix.html.

2.2 Additional terms for Red Hat OpenShift API Management.
   2.2.1. Support. If you use Quarkus, CamelK, Camel Spring Boot, Camel Quarkus, or MirrorMaker2 on an OpenShift Online Service to build an application that accesses or calls an endpoint on Red Hat OpenShift API Management, Red Hat will provide Support, subject to Section 3 (Support from Red Hat), for such use. For clarity, Quarkus, CamelK, Camel Spring Boot, Camel Quarkus, and MirrorMaker2 do not constitute Red Hat Content or Online Services.
   2.2.2 API Calls. API Calls are purchased in increments based on a daily amount. Red Hat may throttle API Calls on a per minute basis. For example: if you purchased 1,000,000 daily API Calls, the per minute limit would be 1,000,000 divided by 1,440 minutes, rounded up to 695; in any minute that you reach 695 API Calls, any additional API Calls above that will be held until the next minute begins.

2.3 Additional terms for Red Hat OpenShift Service on AWS. If you implement the "Approved Access" feature, Red Hat may not be capable of providing Support.

2.4 Additional terms for Red Hat OpenShift Services on AWS with Hosted Control Planes. Red Hat reserves the right to delete your cluster (a) no less than 15 days after the OpenShift version running the clusters has been removed or has reached the end of support, or (b) after at least 30 days during which the clusters have not been actively used.

2.4 Additional terms for Ansible Automation Platform Service on AWS. Red Hat provides Support for Ansible Automation Platform Service on AWS (a) when used on systems that are supported platforms set forth at https://access.redhat.com/support/policy/updates/ansible-automation-platform and (b) additional components identified in Section 2.4.2. Support of Red Hat Ansible Automation Platform Service on AWS does not include the creation, maintenance, support, or services related to customer playbooks or roles.
   2.4.2 Red Hat Ansible Content. Red Hat Ansible Automation Platform Service on AWS provides access to additional software with varying levels of support as set forth at https://access.redhat.com/articles/3166901.

2.5 Additional terms for Developer Sandbox. Developer Sandbox and all features contained there are offered as a Preview as per Section 1.4 (Previews) above. Your use of the Developer Sandbox will be limited by certain technical and bandwidth limitations and Red Hat reserves the right to restrict your use if it exceeds the limitations. Use of the Developer Sandbox is currently only available as a multi-tenant hosted service and as such, your use of these services may be visible to the general public, including your user name, application name, repository name, or other identifying information. If you do not agree to that, do not use the service. If you are connecting to a third party code repository you are responsible for any authentication with that repository and for complying with any terms required by that service. Red Hat may, at its discretion, access the cluster and any work done on it.

2.6. **Additional terms for Red Hat 3scale API Management, Hosted.** Table 2 lists the applicable Unit and any additional conditions. "**3Scale Account**" means additional account access to the Online Services.

Table 2

Online Service	Unit
Red Hat 3scale API Management, Hosted	API Calls on a daily basis in millions
Red Hat 3scale API Management Add On Account *	3Scale Account

*API Management Add-On Account requires an underlying Red Hat 3scale API Management Platform, Hosted Subscription and does not come with any Support.

2.6.1 **Usage Conditions.** You must purchase Units for Red Hat 3Scale API Management in amounts that can reasonably accommodate traffic spikes. Without limiting the foregoing obligation, Red Hat reserves the right to suspend the Online Services without notice if your API Calls volume exceeds four times (4x) the per second limit. "**Per second limit**" means two times the maximum number of API Calls allowable per day in your contracted Subscription tier divided by the number of seconds in a day rounded up to the nearest whole number. For example, if your maximum API Calls per day is three million (3,000,000), the per second limit would be equal to seventy (70) API Calls. Red Hat reserves the right to suspend the Online Service if your API Call volume exceeds the maximum limits of fifty million (50,000,000) per day, thirty thousand (30,000) per minute or one thousand (1,000) per second, unless otherwise agreed by the parties in writing. There is no limit on the number of environments and locations where you may deploy API management agents.

2.6.2 **Utilization Policy.** Red Hat evaluates quota compliance on a monthly basis. If your actual API Calls exceed the purchased amount for two or more days per month, you will either (a) reduce traffic consumption to return to compliance with the number of Units you purchased; or (b) purchase additional Subscriptions. Red Hat also reserves the right to evaluate your API Call volume on a per second limit basis (defined above) in a two week period ("**Throughput**"). For purposes of calculating Throughput, Red Hat will remove the top five percent (5%) peaks of your API Calls during that period. In other words, Throughput can exceed the amount of API Calls you have purchased five percent (5%) of the time in each of the 2 weeks. If your Throughput exceeds the rate you purchased more than five percent (5%) of the time during the month, you will either (a) reduce traffic consumption to return to compliance with the number of Units you purchased or (b) purchase additional Subscriptions.

3. **Azure Red Hat OpenShift.** Red Hat Azure OpenShift from Microsoft ("**ARO**") is a Microsoft product offering with support primarily provided by Microsoft. However, if you contact Red Hat for Support for ARO, (a) it will be provided subject to the Agreement, including this Product Appendix 4 (to the extent applicable); (b) you acknowledge and agree that Red Hat and Microsoft may share information relating to the support case in order to address your support issue; and (c) you consent to the transfer and sharing of the information between the parties for such purpose. All other terms with respect to the ARO offering are between you and Microsoft. Exhibit B (Maintenance, Service Availability, and Credits) does not apply to ARO.

1. **Maintenance.** Red Hat may perform periodic maintenance to the Online Services and to systems supporting them. If Red Hat expects planned maintenance to negatively affect the availability of the Online Services, we will send notice to the email address associated with Your Account or registered for notification from the Online Service portal and also post a notice at the respective Online Service portal. To receive notifications, you must ensure that Your Account and email address are accurately registered in the applicable Online Service portal. In addition, Red Hat may from time to time perform emergency unscheduled maintenance. If Red Hat expects that such maintenance may negatively affect the availability of the Online Services, Red Hat will use commercially reasonable efforts to inform and update you as to such maintenance with respect to the applicable service via the Online Service portal.

2. **Availability & Service Credits.** During the term of your Online Service, Red Hat will use commercially reasonable efforts to maintain Monthly Availability for Online Services at or above 99.95%. "**Monthly Availability**" means the total number of minutes in a calendar month minus the aggregate minutes of all Downtime for a specific Online Service during the same calendar month, divided by the total number of minutes in the calendar month. "**Downtime**" means a period of more than five consecutive minutes in which a specific Online Service is Unavailable to you, excluding those circumstances listed in Table 2(a). Table 2(a) below sets forth what is considered "**Unavailable**" for each Online Service and what is excluded from Downtime.

Table 2(a)

Red Hat Online Service	Unavailable	Excluded from Downtime
Red Hat OpenShift Dedicated	No availability to a Cluster's API endpoint for a Red Hat OpenShift Dedicated Cluster managed by Red Hat.	• Any maintenance as described above • Any force majeure event as described in the Agreement or other failure or deficiency in availability caused by events outside Red Hat's reasonable control, including outages elsewhere on the Internet or due to a denial of service attack • Any actions or inactions by you or your Authorized Users • Any outage or interruption due to the installation, configuration or use of software, services or other technology provided or accessed by you or any third party • Any interruption caused by the Infrastructure Services or Third Party Offerings • Any Service Suspension as defined in Section 6.2 (Service Availability & Changes) • Any outage with respect to Preview offerings • Any lack of availability due to stress or penetration testing • Any issue or downtime if you activate the Approved Access feature with Red Hat OpenShift Service on AWS and have not authorized Red Hat's access.. • With respect to any OpenShift Dedicated Add-On Services, unavailability of the underlying Red Hat OpenShift Dedicated cluster • With respect to Red Hat Advanced Cluster Security Cloud Service (all variants), unavailability of third party SSO providers or clusters, image repositories, and third party integrations managed by you • With respect to Red Hat Ansible Automation Platform Service on AWS, unavailability of any product feature that is dependent on infrastructure hosted and managed within your domain such as resources that make up the automation mesh.
Red Hat 3scale API Management, Hosted	No availability to the service management API, which acts as the cloud authorization service for API requests.	
Red Hat OpenShift Service on AWS	No availability to a Cluster's API endpoint for a Red Hat OpenShift Service on AWS Cluster.	
Red Hat OpenShift Service on AWS with Hosted Control Planes		
Red Hat OpenShift API Management	No availability to the service management API, which acts as the cloud authorization service for API requests.	
Red Hat Hosted Control Planes	No availability when there is no availability to the OpenShift control plane machines.	
Red Hat OpenShift AI (formerly Red Hat OpenShift Data Science)	No availability to the Red Hat OpenShift AI dashboard.	
Quay.io	No availability of the Quay API and Quay UI of the registry. No availability to pull images.	
Red Hat Advanced Cluster Security Cloud Service	The server component that executes the scanner, manages persistent storage, provides APIs, and provides the user interface is not available via a web browser or API access.	
Red Hat Advanced Cluster Security Cloud Service for Bare Metal		
Red Hat Advanced Cluster Security - Cloud Service Add-on		

Red Hat Advanced Cluster Security Cloud Service (OSD, ROSA, ARO)		
Red Hat Advanced Cluster Security Cloud Service for IBM Power LE, Premium (2 Cores)		
Red Hat Advanced Cluster Security Cloud Service for IBM Power Z and IBM LinuxONE, Premium (1 Core)		
Red Hat Ansible Automation Platform Services on AWS	No availability to the Ansible Automation Platform user interfaces or REST APIs.	

Monthly Availability is calculated on a per month basis even if you only consume the Online Service for part of the month. If the Monthly Availability for a given calendar month during the Online Service term falls below 99.95% and you have complied with the terms of the Agreement and are current in payment of all applicable Fees, you will be eligible to receive a Service Credit. A Service Credit is calculated as the percentage of the total amount paid for the respective Online Service or Unit (as applicable) in the calendar month during which the Monthly Availability fell below 99.95% and will be applied against your payment for the same Online Service in the month immediately following such month).

Table 2(b)

Monthly Availability	Service Credit percentage
99.0-99.95%	10%
Less than 99%	30%

To receive a Service Credit, you must submit a reasonably detailed request to Red Hat at SLA-Claim@redhat.com within fifteen (15) days from the day when the Online Services did not meet the Monthly Availability, but no later than the end of the next calendar month. In the request, you must include the following: (a) the name of your company; (b) the details for the account you believe was affected; (c) the dates, times and time zones during which you claim you are entitled to a Service Credit; and (d) any service logs that document that the Online Services experienced Downtime. Red Hat will review the request and if the request is substantiated, Red Hat will acknowledge its approval of the Service Credit request. Service Credits are only available with respect to Online Services provided for a full calendar month and do not apply to Preview offerings. Service Credits will be applied to the next invoice for the Online Services issued after the Service Credit request has been approved and will not include refunds on prior payments or be applied toward Professional Services. Service Credits are your sole and exclusive remedy for any Downtime. Failure to comply with this section will forfeit your right to receive a Service Credit. The total Service Credit to be issued by Red Hat to you for any and all Downtime that occurs in a single calendar month will not exceed 30% of the amount due for the use of the specific Online Service that experienced Downtime in the applicable calendar month.