

This U.S. Government Supplement ("**Supplement**"), the attached Red Hat Enterprise Agreement (www.redhat.com/licenses/us.html), including its Appendix 1 (https://www.redhat.com/cms/managed-files/Enterprise_Agreement_WebversionGlobal_English_20180416.pdf), and/or any other Appendices referenced in the order (the "**Enterprise Agreement**"), establish the terms and conditions enabling Red Hat, Inc. ("**Red Hat**") to provide Red Hat products to U.S. Government agencies (the "**Client**"). The Enterprise Agreement and this Supplement cover the use of Software or Services by any Client. Red Hat agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C. 3701, *et seq.*, Contract Work Hours and Safety Standards Act; 41 U.S.C. 51-58, Anti-Kickback Act of 1986; 41 U.S.C. 265 and 10 U.S.C. 2409 relating to whistleblower protections; and 41 U.S.C. 423 relating to procurement integrity. This Supplement modifies the terms and conditions of the Enterprise Agreement for U.S. Government agencies as follows:

A. Term; Enterprise Agreement Section 2

Section 2.1 of the Enterprise Agreement is replaced with the following: "2.1 Agreement Term. The term of this Agreement will begin on the Effective Date and will terminate at the expiration of all Order Forms issued hereunder."

The following is deleted from **Section 2.2** of the Enterprise Agreement: "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."

B. Fees and Payment; Enterprise Agreement Section 3

Section 3.1(a) of the Enterprise Agreement is replaced with the following: "Red Hat will invoice Client for the Fees upon Red Hat's acceptance of the applicable Order Form and upon acceptance of any future order in accordance with FAR 52.212-4(g) and FAR 52.212-4(j). Unless otherwise specified in an Order Form and subject to Red Hat's approval of credit terms, Client will pay Fees and expenses, if any, no later than thirty (30) days from the date of each invoice. Except as otherwise provided in this Agreement, any and all payments made by Client pursuant to this Agreement are non-refundable."

Section 3.1(b) of the Enterprise Agreement is replaced with the following: "Reserved."

C. Termination; Enterprise Agreement Section 4

Section 4.1 of the Enterprise Agreement is replaced with the following: "Termination shall be governed by the FAR 52.212-4(l) Termination for the Government's Convenience, and FAR 52.212-4(m) Termination for Cause. The termination of an individual Order Form will not terminate any other Order Form or this Agreement unless otherwise specified in the written notice of termination. Without prejudice to any other right or remedy of Red Hat and consistent with FAR 52.212-4(l) Termination for the Government's Convenience, and FAR 52.212-4(m) Termination for Cause, in the event an Order Form is terminated, Client will pay Red Hat (or the Business Partner from whom Client purchased such Software or Services) for all Services provided up to the effective date of termination."

Section 4.2 of the Enterprise Agreement is replaced with the following: "Reserved."

D. Open Source Assurance; Enterprise Agreement Section 6

Section 6 of the Enterprise Agreement is deleted in its entirety.

E. Confidentiality; Enterprise Agreement Section 9

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

F. Review; Enterprise Agreement Section 11

Section 11 of the Enterprise Agreement is replaced with the following: "During the term of this Agreement and for one (1) year thereafter: (a) If Client's security requirements are met, Red Hat or its designated agent may inspect Client's facilities and records to verify Client's compliance with this Agreement. Any such inspection will take place only during Client's normal business hours and upon no less than ten (10) days prior written notice from Red Hat. Red Hat will give Client written notice of any non-compliance, including the number of underreported Units of Software or Services ("Notice"); or (b) if Client security requirements are not met and upon Red Hat's request, Client will run a self-assessment with tools provided by and at the direction of Red Hat ("Self-Assessment") to verify Client's compliance with this Agreement. Within thirty (30) days from Red Hat's request, Client will finalize the Self-Assessment and provide Red Hat with the results in the form of a written report certified by Client's authorized officer including the number of underreported Units of Software or Services (the "Report"). In either event, after providing Notice(s) or Report(s) and receipt of an invoice, Client will make payment to Red Hat or its authorized channel partner for the applicable Services provided with respect to the underreported Units. Notwithstanding the foregoing, nothing in this section prevents the Government from disputing any invoice in accordance with the Contract Disputes Act (41 U.S.C. §§7101-7109)."

G. Limitations; Enterprise Agreement Section 12

The following is added to the end of **Section 12.2** of the Enterprise Agreement: "This clause shall not impair the U.S. Government's right to recover for fraud or crimes arising out of or related to this Contract under any federal fraud statute, including the False Claims Act, 31 U.S.C. §§ 3729-3733."

H. Governing Law and Claims: Enterprise Agreement Section 13

Section 13 of the Enterprise Agreement is replaced with the following: “The validity, interpretation and enforcement of this Agreement, including end user license agreement for Software, will be governed by and construed in accordance with the laws of the United States without giving effect to the conflicts of laws provisions thereof or the United Nations Convention on Contracts for the International Sale of Goods. This Agreement is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. §§ 7101-7109). Failure of the parties to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this Agreement shall be a dispute to be resolved in accordance with the clause at FAR 52.233-1, Disputes, which is incorporated herein by reference. In the event the Uniform Computer Information Transactions Act (UCITA) or any similar federal or state laws or regulations are enacted, it will not apply to this Agreement, and the governing law will remain as if such law or regulation had not been enacted.”

I. Miscellaneous: Enterprise Agreement Section 14

The second and sixth sentences in **Section 14.1** of the Enterprise Agreement are deleted in their entirety.

Section 14.3 of the Enterprise Agreement is replaced with the following: “Assignments are subject to FAR 52.232-23, Assignment of Claims and FAR 42.12 Novation and Change-of-Name Agreements.”

Section 14.7 of the Enterprise Agreement is replaced with the following: “Except as may be otherwise provided herein, this Agreement is subject to FAR 52.212-4(f) Excusable delays.”

J. Red Hat Portal Terms of Use

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