



# PRODUCT APPENDIX F: SUPPORT SUBSCRIPTION

Version 2022-03-25

UMH may modify or update this document by uploading it to <https://www.umh.app/terms-and-conditions> or 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 UMH Products you have purchased as of the date of the update for the remainder of the then-current Subscription term(s); and (b) the revised version will apply to any new purchases or renewals of UMH Products made after the effective date of the revised version.

## 1. Subscription Services

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

Unit	Software Subscription Unit Definitions
Node	"Node" means a Virtual Node, Physical Node, device or other instance of software.
Physical Node	a physical system which contains or executes all or a portion of the Software including, without limitation, a server, work station, laptop, blade or other physical system, as applicable.
Virtual Node	an instance of the Software executed, in whole or in part, on a virtual machine or in a container.
Physical Node (server), Virtual Node (server)	A Physical Node or Virtual Node running an instance of the United Manufacturing Hub with enabled infrastructure features (e.g., database or dashboard). Each sub-component (e.g., container) is only allowed to run once at a time (no high-availability setup).



Physical Node (edge), Virtual Node (edge)	A Physical Node or Virtual Node running an instance of the United Manufacturing Hub with disabled infrastructure features (e.g., database or dashboard) and connected to at least one Physical Node (server) and/or Virtual Node (server). Each sub-component (e.g., container) is only allowed to run once at a time (no high-availability setup).
High Availability	An Physical Node (server) and/or Virtual Node (server) with sub-components (e.g., container) of the same type running in parallel (high availability setup)

**1.2. Use of Subscription Services.**

- a. **Basis of the Fees.** While you have Subscriptions entitling you to receive Subscription Services for a UMH Product, you are required to purchase the applicable Software Subscriptions and Support Subscriptions in a quantity equal to the total number and capacity of Units of that UMH Product from the commencement of your use or deployment of such UMH Product(s). For Add-On Subscriptions, you must purchase a quantity equal to the total number and capacity of Units that receive the associated Subscription Services. For purposes of counting Units, Units include (a) non-UMH Products if you are using Subscription Services to support or maintain such non-UMH Products and (b) versions or copies of the Software with the UMH trademark(s) and/or logo file(s) removed. The fees are for Subscription Services; there are no fees associated with the UMH Software licenses. An instance of a UMH Universal Base Image by itself (e.g., not combined or used with UMH Products) is not considered a Unit unless such instance receives or uses Subscription Services.
- b. **Development and Production Uses.** This Section b describes four types of Activities (Demonstration Activities; Individual Coding and Testing Activities; Multi-User Development, Test and Integration Activities; and Deployment Activities). As described in Table below, each of the Activities is categorized as either a Development Use or a Production Use, based on the UMH Product to which the Activities are associated. "Development Use" consists of the Activities set forth in Table below based on the UMH Product lines; and also includes creating software that functions as an extension to or an integration with a UMH Product (e.g. OpenShift operator or Ansible integrations). "Production Use" consists of those Activities identified as Production set forth in the Table below and any use other than for Development Use. These defined terms are used in numerous UMH Product Use Cases in the attached



Exhibits. Notwithstanding anything to the contrary, Development Use and Production Use both exclude Unauthorized Subscription Services Uses.

**Table: Development and Production Uses**

Development Use vs Production Use		
Demonstration Activities	Individual Coding and Testing Activities, Multi-User Development,-Test and Integration Activities	Deployment Activities
Development Use	Development Use	Production Use

- c. **Support Levels.** You agree not to use Software Subscriptions with support service levels, such as Standard and/or Premium, (as described in Section 2.4.c below) higher than the support levels (e.g. Standard) you have purchased. For example, clusters of systems all require the highest level support for that given cluster.
- d. **Transferring Subscriptions.** You may transfer, migrate or otherwise move Software Subscriptions provided you are accountable for the number and types of Units associated with the Software Subscriptions.
- e. **Scope of Use of Subscription Services.** The Agreement (including pricing) is premised on the understanding that you will use Subscription Services only for your internal use (which may include Affiliates). Your internal use may include running a web site and/or offering your own software as a service, provided that such use (a) does not include a distribution, sale or resale of any of the Subscription Services and (b) provides as the primary component of the web site or service a material value added application other than the Subscription Services. However, providing the Subscription Services to, or using them for the benefit of, a third party (for example, using Subscription Services to provide hosting services, managed services, Internet service provider (ISP) services, or third-party access to or use of the Subscription Services) is a material breach of the Agreement.
- f. **Use by Contractors.** Subscription Services may be used by third parties acting on your behalf, such as contractors or outsourcing vendors provided: (i) you remain fully responsible for all of your obligations under the Agreement and this Product Appendix and for the activities and omissions of the third parties and (ii) in the case of a migration to a third party cloud or hosting provider, you are qualified for and comply with the terms of the UMH Cloud Access program as set forth in Section 3 below.
- g. **Unauthorized Use of Subscription Services.** Any unauthorized use of the Subscription Services is a material breach of the Agreement. Unauthorized use of the Subscription Services includes: (a) only purchasing or renewing Subscription Services based on some, but not all, of the total number of Units, (b) splitting or applying one Software Subscription to two or more Units, (c) providing Subscription Services (in whole or in part) to third parties, (d) using Subscription Services in connection with



- any redistribution of Software or (e) using Subscription Services to support or maintain any non-UMH Software products without purchasing Subscription Services for each such instance (collectively, “Unauthorized Subscription Services Uses”).
- h. **Subscription Start Date.** Unless otherwise agreed in an Order Form, Subscription Services will begin on the earlier of the date you purchase or first use the Subscription Services.
  - i. **End User and Open Source License Agreements.** The UMH Software is governed by the EULAs set forth in this document. Software Subscriptions and Subscription Services are term-based and will expire if not renewed. This Agreement establishes the rights and obligations associated with Subscription Services and is not intended to limit your rights to software code under the terms of an open source license.
  - j. **UMH Software Subscription Bundles.** UMH offers combinations of Software Subscriptions with complementary feature sets and price discounts (“Bundle(s)”). The basis of the fees for these Bundles is the combined use of such Software Subscriptions on a single Unit. When any of the combined Software Subscriptions are used independently from the Bundle, the fees for such independent usage will be UMH’s standard fees associated with the Unit for the particular Software Subscription.
  - k. **Usage Related Information.** As part of the Subscription Services, information related to use of the Software may be transmitted to UMH. That information may be used for purposes of providing support and upgrades, optimizing performance or configuration, minimizing service impacts, identifying and remediating threats, troubleshooting, improving the offerings and user experience, responding to issues and for billing purposes pursuant to the Agreement. Additional details related to the type of information collected and the methods by which you may opt out of the data collection are provided in the specific UMH Product documentation.

## 2. Subscription Service Support Terms

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



in accordance with Section 1 above, in addition to any and all other remedies available to UMH.

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

**2.4. Support from UMH.**

- a. **Development Support.** Certain Software Subscriptions include Development Support. "Development Support" consists of assistance with architecture, design, development, prototyping, installation, usage, problem diagnosis and bug fixes, in each case, for the applicable Software when used for Development Use. Requests for deployment and maintenance assistance and/or assistance for Production Use are not included within the scope of Development Support, but may be available on a consulting basis under the terms of a separate agreement.
- b. **Production Support.** Certain Software Subscriptions include Production Support. "Production Support" consists of assistance with installation, application testing, usage, problem diagnosis and bug fixes, in each case, for the applicable Software when used for Production Use. Production Support does not include assistance with (i) code development, system design, network design, architectural design, optimizations, tuning recommendations, development or implementation of security rules or policies, (ii) third party software made available with UMH Software, (iii) software on the supplementary, optional or Extra Packages or (iv) preview technologies.
- c. **Support Coverage.** Support is provided in the English language but may be available in other languages based on available resources. UMH does not provide support for (a) any underlying infrastructure or for any third party products; (b) Software that (i) you (or a third party) have modified or recompiled, (ii) is running on hardware or platforms that are not Supported Configurations or (iii) is not running in its Supported Use Case. You are responsible for testing the Software before deploying it in your environment, backing up your systems on a regular basis and having those backups available if needed for support purposes. Except as otherwise expressly stated, Support does not include data migration or data recovery support. Unless otherwise agreed in writing, Support does not include remote access by UMH personnel to your network and/or systems.
- d. **Service Level Guidelines.** UMH will use commercially reasonable efforts to provide Support at one or more of the following support levels, depending on the UMH Product: Standard or Premium, as set forth in table (d). After the initial response to a support request, UMH will provide status updates on the issue consistent with the update guidelines applicable to the Severity Level (which may be downgraded to a



lower Severity Level during the course of resolving the support request) until the issue is resolved or the parties agree on an alternative update schedule.

Table (d): Production Support Terms of Service

	<b>Standard</b>	<b>Premium</b>
<b>Hours of coverage</b>	Standard business hours	Standard business hours
<b>Support channel</b>	Web and phone	Web and phone
<b>Number of cases</b>	Unlimited	Unlimited
<b>Response times</b>	Initial and ongoing	Initial and ongoing
<b>Severity 1</b>	1 business hour	1 business hour
<b>Severity 2</b>	4 business hours	2 business hours
<b>Severity 3</b>	1 business day	4 business hours
<b>Severity 4</b>	2 business days	8 business hours

- 2.4.d.1. **Severity 1 (urgent).** A problem that severely impacts your use of the software in a production environment (such as loss of production data or in which your production systems are not functioning). The situation halts your business operations and no procedural workaround exists.
- 2.4.d.2. **Severity 2 (high).** A problem where the software is functioning but your use in a production environment is severely reduced. The situation is causing a high impact to portions of your business operations and no procedural workaround exists.
- 2.4.d.3. **Severity 3 (medium).** A problem that involves partial, non-critical loss of use of the software in a production environment or development environment. For production environments, there is a medium-to-low impact on your business, but your business continues to function, including by using a procedural workaround. For development environments, where the situation is causing your project to no longer continue or migrate into production.
- 2.4.d.4. **Severity 4 (low).** A general usage question, reporting of a documentation error, or recommendation for a future product enhancement or modification. For production environments, there is low-to-no impact on your business or the performance or functionality of your system. For development environments, there is a medium-to-low impact on your business, but your business continues to function, including by using a procedural workaround.
- e. **Obtaining Support.** To receive Support, you must provide UMH with sufficient information to validate your entitlement to the relevant Support. Certain Support is



provided only during UMH's local standard business hours. You may contact UMH through your designated Support Contacts.

- 2.5. **Software Subscription Lifecycle.** During the life cycle of Software, the scope of Software Maintenance and Support evolves and, after a number of years, we discontinue Software Maintenance and Support for older versions of Software. The life cycle for Software Maintenance and Production are described in the Exhibit(s). For certain versions of Software, you may purchase Extended Update Support ("EUS") and/or Extended Life Cycle Support ("ELS") Add-On Subscription(s) to extend your Subscription Services provided EUS Subscriptions are included in certain Software Subscriptions.

### 3. Definitions

- 3.1. "Add-On Subscriptions" are optional Software Subscriptions that may be purchased in addition to the base Software Subscription
- 3.2. "Cloud" means a Vendor's hosted computing infrastructure that provides systems, virtual machines or container hosts to end users.
- 3.3. "Demonstration Activities" means deploying some or all of the Software with other software or hardware solely for the purpose of illustrating its capabilities excluding use in staging and acceptance testing environments and revenue generating deployments such as paid proof of concepts.
- 3.4. "Deployment Activities" means using the Software (a) in a production environment, (b) with live data and/or applications for any reason except Development Use and/or (c) for backup instances, whether cold or hot backup.
- 3.5. "Development Uses" is defined in Section 1.2.b above.
- 3.6. "EULA" means the end use license agreements for the UMH Products located in Product Appendix G.
- 3.7. "Evaluation Subscriptions" and/or "Trial Subscriptions" means UMH Products offered without charge solely for evaluation and not for Production Use or Development Use, including offerings described as evaluation, trial, preview or beta.
- 3.8. "Individual Coding and Testing Activities" means an individual working independently (with their own installation of UMH Software) to develop other software and/or perform prototyping or quality assurance testing, excluding any form of automated testing, multi-user testing and/or multi-client testing.
- 3.9. "Multi-User Development, Test and Integration Activities" means deploying the user-space (non-kernel) Software components, container images or products packaged as container images, solely for the purposes of multi-user software development, build, continuous integration environment and testing, including automated testing, multi-user testing and/or multi-client testing of such Software.
- 3.10. "Product Appendix(ces)" means the specific terms applicable to the UMH Products or otherwise attached to or incorporated into an Order Form.
- 3.11. "Production Use" is defined in Section 1.2.b above.



- 3.12. "UMH Portal" means a UMH hosted delivery portal, such as UMH Customer Portal that provides Software Access and/or Software Maintenance.
- 3.13. "UMH Products" means Software, Subscription Services, and other UMH branded offerings made available by UMH.
- 3.14. "Software" means UMH branded software that UMH provides as part of a UMH Product.
- 3.15. "Software Access" means access to various Software versions if and when available.
- 3.16. "Software Maintenance" means access to updates, upgrades, corrections, security advisories and bug fixes for Software, if and when available.
- 3.17. "Software Subscription" means a Subscription that contains Software Access, Software Maintenance and Support.
- 3.18. "Stacking" (or "Stacked" or "Stackable") means the use of more than one Subscription to account for the capacity of a System or Physical Node.
- 3.19. "Standard Business Hours" are listed at in Exhibit F.2
- 3.20. "Subscription" means a time bound UMH Product offering, other than professional services.
- 3.21. "Subscription Services" means UMH offerings consisting of Software Access, Software Maintenance, Support and/or any other services associated with and during the term of a Subscription.
- 3.22. "Support" means access to UMH support for issues relating to Software
- 3.23. "Supported Configuration(s)" means the supported UMH Product hardware and platform configurations that are listed at <https://access.redhat.com/supported-configurations>.
- 3.24. "Support Contact(s)" is a person authorized by you to open support requests and/or contact UMH support personnel.
- 3.25. "Support Subscriptions" means a Subscription that contains a specialized Support offering that is supplemental to Support provided in a Software Subscription.
- 3.26. "Subscription Services" means UMH offerings consisting of Software Access, Software Maintenance, Support and/or any other services associated with and during the term of a Subscription.
- 3.27. "Supported Use Case" means the manner and/or environment in which a particular Subscription(s) is used and supported as further defined in an applicable Exhibit.
- 3.28. "Vendor" means the UMH authorized third party from whom you purchase Cloud services and who is authorized by UMH to participate in this Cloud Access program.





## EXHIBIT F.1: UNITED MANUFACTURING HUB

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

### 1. Unit of Measure and Purchasing Requirements

- 1.1. Support Level: Standard & Premium
- 1.2. Unit of Measure: Physical Node (server) or Virtual Node (server), High Availability
- 1.3. Supported Use Cases: Unlimited Physical Nodes (edge) and/or Virtual Nodes (edge) connected to the Physical Node (server) and/or Virtual Node (server)

### 2. Life Cycle

- 2.1. UMH offers subscription services for each major release of the United Manufacturing Hub throughout three life-cycle phases—called Full Support, Maintenance Support, and an Extended Life Phase.

#### a. Full Support Phase (years 1-5 after the major release):

- 2.1.a.1. During the Full Support Phase, UMH defined Critical and Important Security errata advisories (UMHSA) and Urgent and Selected (at UMH discretion) High Priority Bug Fix errata advisories (UMHBAs) may be released as they become available. Other errata advisories may be delivered as appropriate.
- 2.1.a.2. If available, new or improved hardware enablement and select enhanced software functionality may be provided at the discretion of UMH, generally in minor releases. Hardware enablement that does not require substantial software changes may be provided independent from minor releases at UMH's discretion.
- 2.1.a.3. Minor releases will also include available and qualified errata advisories (UMHSAs, UMHBAs, and UMHEAs). Minor releases are cumulative and include the contents of previously released updates. The focus for minor releases during this phase lies on resolving defects of medium or higher priority.
- 2.1.a.4. Updated installation images will be provided for minor releases during the Full Support Phase.

#### b. Maintenance Support Phase (years 6-10 after the major release)

- 2.1.b.1. During the Maintenance Support Phase, UMH defined Critical and Important impact Security Advisories (UMHSAs) and selected (at UMH discretion) Urgent Priority Bug Fix Advisories (UMHBAs) may be released as they become available. Other errata advisories may be delivered as appropriate.
- 2.1.b.2. New functionality and new hardware enablement are not planned for availability in the Maintenance Support Phase. Minor releases with updated installation images may be made available in this Phase.

#### c. Extended Life Phase (optional years 11 - 12 after the major release):



- 2.1.c.1. During the Extended Life Phase, a subscription provides continued access to previously released content on the UMH Customer Portal, as well as other content such as documentation and the UMH Knowledgebase. Advice for migrating to currently supported versions may also be provided.
- 2.1.c.2. For versions of products in the Extended Life Phase, UMH will provide limited ongoing technical support. No bug fixes, security fixes, hardware enablement or root-cause analysis will be available during this phase, and support will be provided on existing installations only.
- 2.1.c.3. UMH reserves the right to terminate the ongoing support in the Extended Life Phase for a particular version of UMH at any time.



## **EXHIBIT F.2: STANDARD BUSINESS HOURS**

### **1. English and German language**

- 1.1. In winter - 09 AM to 5 PM CET (08 AM to 4 PM UTC)
- 1.2. In summer - 09 AM to 5 PM CEST (07 AM to 3 PM UTC)
- 1.3. Subscribers with the "24/7 support" addon and with Severity 1 or 2 issues who require support outside of local business hours should call their regional center instead