

Red Hat Marketplace Non-IBM Product

This Transaction Document (TD) applies to any Non-IBM Product that is acquired through the Red Hat Marketplace. The Red Hat Marketplace will provide pricing and additional details about Client's order.

1. Non-IBM Product

For the purposes of this TD, any references to "Non-IBM services" in the Agreement shall mean "Non-IBM Product", which includes software or licensable programs. Non-IBM Products are offerings made available by a third party. IBM makes the Non-IBM Product available to Client under the terms of the applicable third-party provider agreement, which will apply for Client's use of the Non-IBM Product unless Client and the third party have a signed agreement covering the Non-IBM Product, in which case that agreement will apply. IBM is not a party to any such third-party agreement and is not responsible for the use of the Non-IBM Product.

2. Data Processing and Protection Data Sheets

The third-party provider agreement will provide information about data processing and the third-party will provide data sheets as required and applicable.

3. Service Levels and Technical Support

3.1 Service Level Agreement

Service Level Agreements, performance details and commitments, if applicable, are provided by the third party directly to Client under the terms of the third-party provider agreement.

3.2 Technical Support

Technical support for the Non-IBM Product, including support contact details, severity levels, support hours of availability, response times, and other support information and processes, is available at <https://marketplace.redhat.com/support>.

4. Charges

IBM will submit Client's order details to the third-party provider for the enablement and delivery of the Non-IBM Product. IBM will bill Client for the Non-IBM Product.

5. Additional Terms

5.1 Information from Client

Information Client provides to IBM may be shared with the third-party, or Client may be directed to the third party for ongoing support.

5.2 Term, Termination, Suspension

If a third-party provider notifies IBM that it has withdrawn or terminated the Non-IBM Product, the third party or IBM will notify Client and terminate the entitlements for such Non-IBM Product and collect any final payments due through the effective date of termination. IBM may terminate or suspend Client's access to the Non-IBM Product if Client breaches its obligations to IBM or if the Non-IBM Product or Client's use of such Non-IBM Product violates law.

5.3 Warranties and Disclaimers

IBM makes no warranties or conditions, express or implied, regarding a third-party Non-IBM Product. Warranties from the third-party provider, if any, are as set forth in the third-party provider agreement.

6. Overriding Terms

Except for the provisions regarding (i) the use of TDs for orders, (ii) Non-IBM Services, and (iii) Charges, Taxes and Payments, the IBM base Cloud Services terms do not apply to this Non-IBM Product.