RED HAT CONNECT
ANSIBLE AUTOMATION CERTIFIED CONTENT PROGRAM APPENDIX

PLEASE READ THIS AGREEMENT CAREFULLY BEFORE USING, ACCESSING OR CONSUMING THE RED HAT CONNECT ANSIBLE CERTIFIED CONTENT SITE OR ANY ASSOCIATED SOFTWARE OR SERVICES. BY CLICKING YOUR ASSENT OR USING, ACCESSING OR CONSUMING THE RED HAT CONNECT ANSIBLE CERTIFIED CONTENT SITE, OR ANY ASSOCIATED SOFTWARE OR SERVICES, YOU SIGNIFY YOUR ASSENT TO AND ACCEPTANCE OF THIS AGREEMENT AND ACKNOWLEDGE YOU HAVE READ AND UNDERSTAND THE TERMS. 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 YOU DO NOT ACCEPT THE TERMS OF THIS AGREEMENT, THEN YOU MUST NOT USE, ACCESS OR CONSUME THE RED HAT CONNECT CERTIFIED CONTAINER SITE OR ANY ASSOCIATED SOFTWARE OR SERVICES.

The Red Hat Connect Ansible Automation Certified Content Program Appendix ("**Ansible Certified Appendix**") is an addition to the Partner Agreement and the Technology and Certification Program Appendix (collectively, the "**Agreement**") that authorizes you to participate in the Red Hat Connect Ansible Automation Certified Content Program as set forth herein. This version of the Ansible Certified Appendix supersedes and replaces any previous versions of the Ansible Certified Appendix. When a capitalized term is used in this Ansible Certified Appendix without defining it, the term has the meaning defined elsewhere in the Agreement. Red Hat intends to periodically update, improve and/or discontinue certain functionality associated with the programs and processes described in Ansible Certified Appendix. Red Hat reserves the right at any time to change and/or discontinue any or all of the programs and processes described in the Ansible Certified Appendix and will use reasonable efforts to provide notice of material changes to the Ansible Certified Appendix. This Ansible Certified Appendix alone does not authorize a Partner to embed, sell and/or distribute Red Hat Products or Services, either independently or with Partner Products. Each party is solely responsible for the costs incurred for their activities in connection with the Ansible Certified Appendix.

1. **Purpose.** The purpose of the Ansible Certified Appendix is to identify those Partner Product(s) that are supported by Partner, for customers of Red Hat Ansible Automation ("**End Users**"),. For this Ansible Certified Appendix, "**Partner Product(s)**" means the software owned or otherwise licensed by Partner and submitted to Red Hat for inclusion in this Ansible Automation Certified Content Program, provided Partner Product does not include Red Hat software.

2. **Authorization.** The Agreement, including the Red Hat Connect for Technology and Certification Program Guide ("**Program Guide**") located at https://connect.redhat.com/resources/program-guide, set forth the terms and conditions under which Partner is authorized to participate in the programs and processes described in the Ansible Certified Appendix. Partner's continued authorization is based on its compliance with the Agreement and Program Guide. This authorization is personal to the legal entity or branch office indicated by Partner's account on the Red Hat Connect web site or as otherwise accepted by Red Hat in writing. Partner has no right to delegate its rights or obligations hereunder to a third party without Red Hat's express written consent.

3. **Ansible Certified Content.** In addition to the interoperability validation as described in Section 4 of the Technology and Certification Program Appendix, Partner agrees to participate in the Ansible content certification process by (a) submitting one or more Partner Products to Red Hat for certification and (b) if certified by Red Hat ("**Ansible Certified Content**"), support the Partner Products as set forth in the Red Hat Ansible Certification Policy Guide located at https://www.ansible.com/hubfs/Images/resources/Ansible-Certification-Policy-Guide.pdf. Partner agrees (a) that all such Ansible Certified Content will be timely updated to eliminate all known security issues and (b) to resubmit to Red Hat any new or updated Partner Products for certification before publication or distribution as Ansible Certified Content and any failure to do either may result in such Partner Product losing its certification and Partner may no longer market or otherwise identify such Partner Product as Ansible Certified Content. Partner will also ensure that its staff has sufficient technical knowledge to support Partner Products running in combination with the applicable Red Hat Product(s) as deployed in Ansible Certified Content-based scenarios. Notwithstanding any assistance from Red Hat with development issues, Partner is solely responsible for the development and technical support of Partner Products.

4. **Distribution of Ansible Certified Content with Ansible Engine.** Partner may, at its option, contribute the Ansible Certified Content upstream to the Ansible Project subject to the Contributors License Agreement found at https://docs.ansible.com/ansible/latest/community/contributor_license_agreement.html. Upstream acceptance of the Ansible Certified Content does not guarantee inclusion of such Ansible Certified Content in a Red Hat product and such inclusion is at Red Hat's sole discretion. Red Hat will only consider including Ansible Certified Content in Red Hat product(s) if such content is accepted by the Ansible Project.

5. **License to Use Trademarks, Trade Names and Logos.** Partner hereby grants to Red Hat a non-exclusive, non-transferable, free of charge right to use Partner's trademarks, trade names and logos for use consistent and in connection with the activities associated with the Ansible Certified Appendix, Partner Products and associated Ansible Certified Content. Red Hat will use commercially reasonable efforts to modify such use upon Partner's reasonable request.

6. **Red Hat Marks.** The Program Guide describes any Red Hat Marks that Partner is authorized to use under this Appendix. Partner may obtain appropriate copies of these Marks electronically from the Red Hat Connect for Technology Partner Program web site. Partner may only use the Red Hat product certification Marks in association with Partner Products that are certified with Red Hat Products. Partner may only use the Red Hat Marks identified for this Ansible Certified Appendix and may not use the Red Hat name or any other Red Hat trade name, trademark or logo.

7. **Export.** Partner (a) agrees to provide Red Hat with all information required to legally export Partner Products and (b) represents and warrants that any disclosures made to Red Hat related to the Partner Product(s) are accurate, current and complete. These disclosures may include, but are not limited to, Export Control Classification Numbers (ECCNs) under the U.S. Export Administration Regulations ("EAR"), product features, and functionality related to its software and/or technical information, as Red Hat will rely on these disclosures during the

export and re-export of Partner Product(s). Partner also agrees to update Red Hat when any changes occur to the disclosures made in connection with this Appendix. Partner also agrees that it will not provide to Red Hat any "technical data" or "defense articles" or engage Red Hat in any activity which would constitute the development of a "defense article" or provision of a "defense service" to Partner, as such terms are defined in Section 120 of the International Traffic in Arms Regulations. Under this Appendix, Red Hat may supply Partner with software, technical information and/or other controlled material that is subject to the EAR. Red Hat will not be responsible for compliance by Partner with applicable export obligations and requirements for this software and/or technical information. Partner agrees to comply with all applicable export obligations or requirements for this software and/or technical information subject to the Agreement including, but not limited to, pre- and post-export notification, classification, and reporting requirements under the EAR. Partner acknowledges that Red Hat may be prohibited from providing Certified Containers if Red Hat has knowledge or reason to believe that a violation of the applicable law may, will or has occurred. Subject to Partner's compliance with this Section 5.5, Red Hat will export Partner's Products in compliance with the EAR.

8. **Partner Warranties.** Partner represents and warrants to Red Hat (a) it has all rights, titles and interests necessary to perform its obligations under this Appendix and the Agreement and to grant the license rights set forth in Section 5 above, (b) that any use of Partner Products by End Users and/or Red Hat does not misappropriate or infringe, directly or indirectly, the intellectual property rights of any third party, (c) Partner has and will provided accurate and timely information, including but not limited to export information, and (d) Partner is not aware of any third party claims that would impair or limit its ability to perform its obligations under this Agreement, including without limitation any of the license rights granted to Red Hat hereunder.

9. **Support.** Without limiting Partner's obligations under Section 3 above, each party is responsible for supporting its software consistent with such party's support agreement with an End User. The parties agree to use TSANet as the primary mechanism for any joint support issues, provided the Ansible Certified Appendix does not alter any agreements between a party and its End Users.

10. **Program Availability.** Red Hat may terminate the Ansible Automation Certified Content Program at any time and for any reason.

11. **Ansible Certified Appendix Term.** This Ansible Certified Appendix and the authorization granted hereunder begin on the Effective Date and continue for one (1) year (the **"Ansible Certified Appendix Term"**). The Ansible Certified Appendix shall automatically renew upon the anniversary of the Effective Date, and shall continue in full force and effect for successive one (1) year periods unless and until terminated upon written notice of termination to the other party at least thirty (30) days before the anniversary date. "**Effective Date**" means the date Partner indicates acceptance of this Ansible Certified Appendix in the Red Hat Connect for Technology Partner web site or Red Hat executed a hard copy of an agreement with the Ansible Certified Appendix.

12. **Termination of Ansible Certified Appendix by Red Hat or Partner.** Partner may terminate this Ansible Certified Appendix and their participation in the Program by (a) providing Red Hat with thirty (30) day notice and (b) ceasing all claims and statements such as online or in written marketing materials that Partner Product(s) are Certified Ansible Content or supported by Red Hat. Red Hat may (without prejudice to any other right or remedy) terminate this Appendix pursuant to Section 13 of the Technology Partner Agreement. Termination of this Ansible Certified Appendix shall not (a) affect any pre-existing agreements between the parties; (b) operate to terminate the Partner Agreement including any payment obligations thereunder; and (c) terminate Partner's participation in other programs. However, termination of this Ansible Certified Appendix for any reason will immediately terminate Partner's participation in the programs and activities associated with this Ansible Certified Appendix, including all eligibility for benefits associated with the programs and activities associated with this Ansible Certified Appendix. Unless otherwise authorized under a separate written agreement with Red Hat, upon such termination, Partner will immediately (i) cease referring to itself as a Red Hat certified partner, and cease using any Red Hat mark in any communication and advertising; (ii) cease promoting any Partner Products with any Red Hat Products or Services as contemplated under this Ansible Certified Appendix; (iii) cease all use of the Red Hat Marks, (iv) return or destroy, at Red Hat's option, all printed materials containing such Red Hat Marks, including all documentation.