

HARDWARE CERTIFICATION PROGRAM APPENDIX



PLEASE READ THIS AGREEMENT CAREFULLY BEFORE USING, ACCESSING OR CONSUMING THE RED HAT HARDWARE CERTIFICATION SITE OR ANY ASSOCIATED SOFTWARE OR SERVICES. BY CLICKING YOUR ASSENT OR USING, ACCESSING OR CONSUMING THE RED HAT HARDWARE CERTIFICATION SITE, OR ANY ASSOCIATED SOFTWARE OR SERVICES, YOU SIGNIFY YOUR ASSENT TO AND ACCEPTANCE OF THIS PROGRAM APPENDIX AND THE PARTNER TERMS AND CONDITIONS AT www.redhat.com/en/about/red-hat-partner-agreements 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 TECHNOLOGY AND CERTIFICATION SITE OR ANY ASSOCIATED SOFTWARE OR SERVICES.

- 1. Purpose and Definitions.** The Agreement and this Appendix set forth the terms and conditions under which Partner is authorized to participate in the Red Hat Hardware Certification Program (the "Program"). Partner wishes to certify certain of its hardware as compatible with the Red Hat products. In exchange, Red Hat will provide Partner with certain benefits as set forth in this Agreement.

- 1.1 Certification Criteria.** Under this Program pursuant to this Agreement, Red Hat has established certain policies and criteria, set forth at <https://hardware.redhat.com/doc> (the "Certification Criteria"), to which Partner must achieve in order for the applicable hardware to be deemed certified or compatible with the Red Hat product(s) ("Red Hat Certified"). Any hardware that requires the use of device drivers that are not included in Red Hat products will not be considered Red Hat Certified.

2. Partner Obligations

- 2.1 Provision of Hardware.** If Partner desires to have Red Hat perform the hardware testing, Partner will provide Red Hat with the all hardware to be tested and such hardware will become the property of Red Hat unless otherwise agreed in writing. For support purposes, Partner agrees to provide Red Hat with all hardware that is Red Hat Certified hardware within three (3) business days of Red Hat's request for such equipment. Any hardware costs, transportation, insurance charges, custom duties, tariffs, expenses and other costs will be the sole responsibility of Partner and will be either paid directly by or invoiced to the Partner and are not included in any fees set forth herein. If any of the hardware provided to Red Hat by Partner is found to be defective, Red Hat will inform Partner and Partner will provide replacement hardware as soon as commercially reasonable. Red Hat will not return any hardware sent to Red Hat for certification, unless Partner (a) provides Red Hat with prior notice that it requires the hardware to be returned and (b) pays any and all associated costs of such return.

- 2.2 Support.** Partner agrees to collaborate with Red Hat in resolving any problems related to Certified Hardware. Partner will provide support for the Certified Hardware to its End Users and channel partners, and will provide Red Hat with at least one (1) technical contact for escalation and transfer of issues related to the Certified Hardware. Partner will provide to Red Hat data, anecdotes, and other information regarding support requests reasonably necessary to enable Red Hat perform its obligations with End Users.

- 2.3 Promotion.** Partner will promote the Red Hat products and services as mutually agreed on Partner's web site and in Partner's advertisements. Partner grants Red Hat a license to include the name and logo of Partner in listings made available to the public that identify Partner as a participant in the Program.

- 2.4 Quality Control.** The Partner Product will be of at least standard quality and will satisfy or exceed any applicable governmental and industry standards, regulations, and guidelines regarding such product. All hardware that is submitted for certification must be production level.

- 2.5 Partner Administrative Contact.** Partner will provide the contact information for an administrative contact to address administrative issues.

3. Program Benefits

- 3.1 Listing on redhat.com.** During the term of this Agreement, Red Hat will list Certified Hardware in its hardware catalog as it exists from time to time located on its website and related marketing collateral. Partner agrees and provides the sufficient rights to allow Red Hat to use such information and associated Partner trademarks in any forum in which Red Hat is marketing certified hardware.

- 3.2 Use of the Red Hat Marks.** Partner will display only those Red Hat Certified Hardware™ logo posted or otherwise provided by Red Hat to Partner (the "Red Hat Mark"). Partner agrees to use no other Red Hat marks, including without limitation the Shadowman™ logo, unless mutually agreed in a written agreement.

- 3.3 Use of Program Terms.** Partner agrees to not use the Red Hat Certified terms or similar words to describe software, products and/or services that are not provided directly by Red Hat. Any other use of such terms is a material breach of this Agreement.

- 3.4 Support.** Red Hat will support customers using hardware that is Red Hat Certified in accordance with the customer's subscription agreement with Red Hat.

- 3.5 Press Releases.** Partner agrees to allow Red Hat to use its name and the name of the Certified Hardware in any press releases or announcements about Red Hat's hardware program.

- 3.6 Software Access.** Partner will have access to versions of Red Hat Enterprise Linux (without support) via an authorized Red Hat portal during the term of this Agreement solely for the purposes of fulfilling Partner's obligations under this Program. Any other usage is subject to Red Hat's standard fees for such usage.

3.7 Certification Test Suite. Partner will have access to the Red Hat Hardware Certification Test Suite and updates if and when available via a Red Hat portal during the term of this Agreement.

4. Trademarks

4.1 License Grant. Subject to the terms set forth in the Agreement, Red Hat grants Partner a non-exclusive, non-transferable, worldwide, royalty-free, revocable license, with no right to sublicense, right to use the Red Hat Mark solely in connection with the sales, marketing and distribution of the Certified Hardware. Partner may not use this logo in general advertisements or marketing materials that do not specifically address the Certified Hardware. This Program does not authorize the distribution of any Red Hat branded product. This license is granted only to Partner and does not extend to any of Partner's affiliated and/or subsidiary companies. All other use of Red Hat marks is prohibited.

5. Term and Termination

5.1 Term. This Agreement will begin on the Effective Date and will continue for a period of one (1) year from the Effective Date unless terminated earlier in accordance with this Agreement. This Agreement will automatically renew for successive one (1) year terms unless either (a) party provides written notice of termination no less than thirty (30) days prior to the any anniversary date of this Agreement or (b) Partner is in breach of any aspect of this Agreement.

5.2 Termination. This Agreement may be terminated by either Red Hat or Partner prior to the expiration of the term as follows: (a) by either party upon thirty (30) days' prior written notice; (b) by either party upon fifteen (15) days' prior written notice for any material default or breach of the terms and conditions of the Agreement by the other party, unless the defaulting party has cured such failure or default within such 15-day period, or (c) immediately by Red Hat if Partner becomes insolvent, makes an assignment for the benefit of creditors, files a voluntary petition of bankruptcy, has a receiver for its business or assets appointed for it or becomes subject to any proceeding under any bankruptcy or insolvency law.