PARTNER TERMS AND CONDITIONS
NEW ZEALAND

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PLEASE READ THIS AGREEMENT CAREFULLY BEFORE USING ACCESSING OR CONSUMING THE SOFTWARE OR SERVICES FROM RED HAT. BY CLICKING YOUR ASSENT OR USING, ACCESSING OR CONSUMING THE RED HAT 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 SOFTWARE OR SERVICES.

These Partner Terms and Conditions are between Partner and Red Hat New Zealand Limited ("**Red Hat**") and together with the Partner Acceptance Document(s), Program-specific terms ("**Program Appendix**"), and any Transaction Documents (defined below) are, collectively, the "**Agreement**".

1. Programs

1.1 **Program Terms and Updates**. Red Hat's partner programs ("**Programs**") are designed to promote Red Hat Products, augment Partner expertise and resources, and enhance satisfaction of end users, as defined in the Program Appendices ("**End Users**"). Each Program Appendix sets forth the terms specific to that Program. Red Hat may update Program Appendices from time to time by providing Partner with 30 days' notice. If Partner objects to the updated Program Appendix, then Partner may give Red Hat written notice of such objection within the 30 day notice period, in which case the existing Program Appendix will continue to apply until the next renewal date unless sooner terminated. If Partner chooses to renew the Program, then Partner will be deemed to have accepted the updated Program Appendix and the updated Program Appendix will apply as of the applicable renewal date. "**Red Hat Products**" means Red Hat branded offerings made available by Red Hat. "**Software**" means Red Hat branded software that is made available as part of a Red Hat Product. "**Service(s)**" means Red Hat branded services such as support services, training services, subscription services, online services, consulting services or other services provided as part of a Red Hat Product.

1.2 **Partner Subscriptions**. For certain Programs, and only during the term of an active Program, Red Hat may provide Partner with access to subscriptions for non-production use subject to acceptance of the applicable terms in the Red Hat partner portal and this Agreement ("**Red Hat Partner Subscriptions**").

2. Affiliate Authorization

Affiliates of Partner may participate in a Program only upon Red Hat's approval and Partner Affiliate's execution of a written participation agreement with Red Hat or a Red Hat Affiliate to bind such Partner Affiliate to this Agreement. "**Affiliate**" means an entity that owns or controls, is owned or controlled by, or is under common control or ownership with a party, where "**control**" is the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of an entity, whether through ownership of voting securities, by contract or otherwise.

3. Territory

Partner may participate in the Programs only in the territory specified in the applicable Partner Acceptance Document or, if no territory is specified in the applicable Partner Acceptance Document, the country of Partner's incorporation (the "**Territory**").

4. Fees

Fees, if applicable, will be set forth in the Program Appendix (which may include reference to a Program-specific price book) or in an order form, product rider, or other document referencing this Agreement, as mutually agreed and executed by the parties (a "**Transaction Document**"), and will be due and payable as set forth in such Program Appendix or Transaction Document. Unless otherwise agreed in a Transaction Document, all amounts owed under the Agreement are to be paid in New Zealand Dollars.

5. Payment

If Partner acquires Red Hat Products directly from Red Hat, Red Hat will invoice Partner and Red Hat may require a purchase order for any amounts due to Red Hat; provided, however, that any terms contained in a purchase order will not modify the terms of this Agreement or be binding on Red Hat. Partner must pay all fees due to Red Hat either (a) no later than 30 days from the date of invoice if Red Hat has approved Partner for such credit terms, (b) if Partner has not been approved for net 30 day credit terms, then on a prepaid basis, or (c) as otherwise agreed in an applicable Transaction Document, in each case without regard to when or whether Partner collects payment from its customers. Credit is subject to Red Hat's approval, and Red Hat may change credit terms including periodic review and reconfirmation of Partner's credit limit and creditworthiness with Partner's cooperation. Red Hat may refuse to accept any order if the order itself, or in aggregate with open invoice amounts, exceeds the amount for which Partner's creditworthiness has been established. If Partner disputes any invoice under this Agreement, such dispute must be received by Red Hat in writing at least 15 days prior to the due date of the invoice. Partner will reimburse Red Hat for all costs and expenses incurred by Red Hat in connection with the collection of overdue amounts, including reasonable attorneys' or legal fees. All fees and other amounts paid under the Agreement are non-refundable. Any payments more than 30 days past due may be subject to a late fee of one and one-half percent (1½%) per month, or the maximum rate allowable by law, whichever is less.

6. Taxes

All amounts payable will be exclusive of any Taxes. "**Taxes**" means any form of taxation of whatever nature and by whatever authority imposed, including any interest, surcharges, or penalties, arising from or relating to this Agreement or any Red Hat Products, other than those taxes based on the net income of Red Hat. If any Taxes are currently or subsequently determined to be payable in relation to Partner's purchase of Red Hat Products, Red Hat will issue an invoice to Partner and Partner will pay or reimburse Red Hat for the Taxes. If Partner is required under any applicable law or regulation, domestic or foreign, to withhold or deduct any portion of the payments due to Red Hat, then the sum payable to Red Hat will be increased by the amount necessary for Red Hat to receive an amount equal to the sum it would have received had no withholdings or deductions been made. If, as a result of Partner moving, accessing, or using Red Hat Products across a border, any authority imposes a customs duty, tax, levy or fee (including withholding taxes for the import or export of any such offering), then Partner agrees that it is responsible for, and will pay, any such tax, levy or fee. The parties will work together in good faith to minimize adverse tax consequences created by cross-border transactions.

7. Review

During the Term and for two years thereafter (a) Partner will keep and maintain commercially reasonable written records regarding Partner's use and distribution of the Red Hat Products and business activities related to this Agreement, and (b) Red Hat or its designee, acting in accordance with Section 12.2, may inspect Partner's records to verify Partner's compliance with this Agreement. Partner agrees to respond promptly to

requests for information, documents or records and reasonably cooperate in connection with any such verification. If Red Hat notifies Partner of any noncompliance or underpayment, then Partner will resolve the noncompliance or underpayment within 15 days from the date of notice.

8. Trademarks

8.1 The term "**Red Hat Marks**" means the trademarks owned by Red Hat, LLC, or its subsidiaries, whether registered or unregistered, and approved by Red Hat for use by Partner. Red Hat grants Partner a limited, non-exclusive, non-transferable, non-sublicensable, royalty-free, revocable license in the Territory during the Term to use the Red Hat Marks solely in connection with the marketing and distribution of Red Hat Products as permitted in this Agreement. Partner agrees to use the Red Hat Marks only as stated in this Agreement, and in doing so, to follow the standards of quality established by Red Hat and to adhere to the trademark usage guidelines found at: http://www.redhat.com/about/corporate/trademark/guidelines and any other trademark terms contained in a Program Appendix. Any other use of Red Hat Marks is not permitted. Partner will provide Red Hat with representative samples of the use of Red Hat Marks contained within any materials including web pages, marketing, advertising, promotional and collateral materials.

8.2 All use of Red Hat Marks by Partner, and all goodwill associated with such use, will inure to the sole benefit of Red Hat. Partner acquires no right, title or interest in Red Hat Marks or the goodwill associated with them, other than the license expressly granted in Section 8.1. Partner will not challenge the validity of Red Hat Marks nor assist anyone in challenging their validity. Partner will not attempt to register any Red Hat Mark or any domain names containing a Red Hat Mark, and will not use or register any trade name, trademark, service mark, slogan, logo or domain name that is confusingly similar to, or a reference to, any Red Hat trade name, trademark or service mark during or after the Term of this Agreement. Partner will not disparage Red Hat, Red Hat Marks or Red Hat Products.

9. Program Participation Requirements

9.1 This Agreement establishes the rights and obligations associated with the Programs and Red Hat Products. The terms and conditions are not intended to limit Partner's rights under the terms of an applicable open source license.

9.2 For each Red Hat Product (or Partner product that incorporates a Red Hat Product) that Partner sells to an End User under a Program, Partner will purchase the equivalent Red Hat Product, including with respect to the term (e.g., 1 or 3 years) and support level (e.g., standard, premium). For example, Partner may not purchase a Red Hat Product and then break up the term into multiple shorter increments of time for resale. Similarly, Partner is only authorized to resell the complete Red Hat Product it purchased and is not permitted to decouple the Red Hat Product or sell it in parts. Partner will work with Red Hat to ensure that its resale of Red Hat Products to End Users is consistent with the terms for the Red Hat Products purchased. If Partner (a) resells, distributes, or uses Red Hat Products for Partner's own internal or production use or (b) resells, distributes, or uses Red Hat Products other than as expressly permitted in the applicable Program Appendix, then Partner agrees to pay the applicable fees for the appropriate Red Hat Products under Red Hat's standard terms for such use.

9.3 Partner will not access Services to create an offering for the benefit of any other person or entity, or permit any third party to do so, unless specifically permitted in this Agreement. Without limiting any other remedies, Red Hat may immediately suspend its performance, or terminate this Agreement or Partner's participation in any Program, if Red Hat determines that any of the Services are being used by Partner to: (a) avoid paying fees due under this Agreement; (b) provide Services to third parties outside of the scope of a Program; or (c) create revenue without payment of fees to Red Hat for Services. Partner agrees: (x) if Partner makes modifications to Software without written agreement from Red Hat, Partner will assume all support responsibility for any issues that are not reproducible by Red Hat on unmodified Software; and (y) not to use or resell the Services in any manner or for any purpose not permitted by this Agreement.

10. Intellectual Property

Partner agrees that all trade name, trademark, service mark, copyright, patent, trade secret, domain name and all other intellectual and industrial property rights anywhere in the world, including moral rights, and all applications, provisional applications, registrations, continuations and renewals thereof, and all associated goodwill (present or future) in and to the Red Hat Products, are and will, as among the parties, be owned by and vested in Red Hat, its Affiliates or its licensors, notwithstanding any use of terms such as "purchase," "sale," or the like within this Agreement. Red Hat, its Affiliates or its licensors, as applicable, reserves all rights not expressly granted in this Agreement and all rights not expressly granted to the Red Hat Products (including rights under any trademarks, copyrights, patents or other intellectual property of Red Hat). Red Hat may provide access to optional third party software and, if Partner chooses to install, use, or distribute the third party software, Partner agrees to abide by the corresponding license terms for the software.

11. Warranties, Limitations, Disclaimers, Insurance and Indemnity

11.1 **General Representations and Warranties.** Red Hat represents and warrants that: (a) the Services will be performed in a professional and workmanlike manner by qualified personnel; (b) it has the authority to enter into this Agreement with Partner; and (c) to Red Hat's knowledge, the Software does not, at the time of delivery to Partner, include malicious code for the purpose of damaging or corrupting the Software.

11.2 **Disclaimer of Warranties.** EXCEPT AS SET FORTH IN SECTION 11.1 ABOVE, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE RED HAT PRODUCTS ARE PROVIDED "AS IS" AND WITHOUT WARRANTIES OR CONDITIONS OF ANY KIND, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT AND FITNESS FOR A PARTICULAR PURPOSE. Partner will make no representations or warranties on behalf of Red Hat regarding the Red Hat Products.

11.3 **Limitation of Liability.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, FOR ALL EVENTS AND CIRCUMSTANCES, RED HAT'S AND ITS AFFILIATES' AGGREGATE AND CUMULATIVE LIABILITY TO PARTNER AND ITS AFFILIATES ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ITS SUBJECT MATTER AND ANY TRANSACTION DOCUMENT HEREUNDER, INCLUDING WITHOUT LIMITATION ON ACCOUNT OF PERFORMANCE OR NON-PERFORMANCE OF OBLIGATIONS, REGARDLESS OF THE FORM OF THE CAUSE OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING, WITHOUT LIMITATION, NEGLIGENCE), STATUTE OR OTHERWISE WILL BE LIMITED TO DIRECT DAMAGES AND WILL NOT EXCEED THE GREATER OF (A) THE TOTAL AMOUNT PAID TO RED HAT AND ITS AFFILIATES BY PARTNER AND ITS AFFILIATES UNDER THIS AGREEMENT DURING THE TWELVE (12) MONTHS PRECEDING THE FIRST EVENT GIVING RISE TO SUCH LIABILITY FOR THE RED HAT PRODUCT OR SERVICE THAT IS THE SUBJECT MATTER OF THE CLAIM OR (B) U.S. $5,000.00. THE FOREGOING LIMITATION SHALL NOT APPLY TO CLAIMS FOR BODILY INJURY (INCLUDING DEATH) AND DAMAGE TO TANGIBLE PERSONAL PROPERTY CAUSED BY THE NEGLIGENCE OF RED HAT OR ITS EMPLOYEES.

11.4 **Disclaimer of Damages.** NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS AGREEMENT OR ANY TRANSACTION DOCUMENT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL RED HAT OR ITS AFFILIATES BE LIABLE TO PARTNER OR ITS AFFILIATES FOR: ANY CLAIM BASED UPON A THIRD PARTY CLAIM; ANY INCIDENTAL, CONSEQUENTIAL, SPECIAL, INDIRECT, EXEMPLARY OR PUNITIVE DAMAGES, WHETHER ARISING IN TORT, CONTRACT, OR OTHERWISE; OR FOR ANY DAMAGES ARISING OUT OF OR IN CONNECTION WITH ANY MALFUNCTIONS, DELAYS, LOSS OF DATA, LOST PROFITS, LOST SAVINGS, INTERRUPTION OF SERVICE, LOSS OF BUSINESS OR ANTICIPATORY PROFITS, EVEN IF RED HAT OR ITS AFFILIATES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. Without limiting the generality of the foregoing disclaimer, Red Hat Products are

not designed, manufactured or intended for use in the planning, construction, maintenance, control or operation of (a) nuclear facilities, (b) aircraft navigation, control or communication systems, (c) weapons systems or (d) life support systems. Partner agrees that it is solely responsible for the results obtained from the use of the Red Hat Products.

11.5 Insurance and Indemnity. Partner will obtain and maintain during the Term and for two years thereafter, at its own expense, appropriate and sufficient insurance with a reputable insurance company to cover the activities of Partner contemplated in this Agreement and any potential liability arising from such activities. Upon request, Partner will provide Red Hat certificates of insurance for all insurance coverage. Partner will indemnify and defend Red Hat from any and all liability, losses, costs, damages or expenses, including reasonable attorney's, solicitor's or legal fees and costs, resulting from or arising out of third party demands or claims against Red Hat relating to any of Partner's actions including, but not limited to, performance or non-performance under this Agreement. In connection with any such indemnification, Red Hat will (a) promptly notify Partner in writing of the claim, (b) supply information reasonably requested by Partner, and (c) allow Partner to control, and reasonably cooperate in, the defense and settlement (provided that no such settlement imposes any costs or obligations on Red Hat).

12. Publicity, Confidentiality, and Privacy

12.1 Publicity. Partner will keep confidential and will not disclose, market or advertise to third parties the terms of this Agreement (including the fees paid hereunder) at any time during or after the Term. Partner or Red Hat may reference its relationship with the other in the normal course of business including during earnings calls, discussions with analysts, meetings with the press, customer briefings, general marketing activities and in regulatory filings. Neither party will issue formal press releases or other similar activities referencing the other party without the written consent of the other party.

12.2 Confidentiality. Each party will maintain the confidentiality of Confidential Information received from the other party under this Agreement, and will use at least the same degree of care to protect such Confidential Information that it uses to protect its own confidential information, but in no event less than reasonable care. The recipient will use Confidential Information of the other party only to exercise its rights and perform its obligations under this Agreement. The recipient will disclose Confidential Information only to its Affiliates, employees, agents and contractors with a need to know and subject to written obligations (or, in the case of legal counsel, duties of professional responsibility) to keep such information confidential using standards of confidentiality at least as protective as those required by this Agreement. **"Confidential Information"** means all information and materials disclosed by either party to the other during the Term that is either marked confidential or, by the nature of the information or the circumstances surrounding its disclosure, would reasonably be considered confidential. Confidential Information does not include information that (a) is or later becomes publicly available other than as a result of the recipient's breach of this Agreement; (b) is known to the recipient prior to receipt from the disclosing party without obligation of confidentiality to the disclosing party; (c) is independently developed by the recipient without use of the disclosing party's Confidential Information; or (d) is received by the recipient from a third party that does not have confidentiality obligations to the disclosing party with respect to the information; (e) is generally known or easily ascertainable by parties of ordinary skill in the business of the recipient; or (f) is software code in either object code or source code form that is licensed under an open source license (as defined by the Open Source Initiative (https://opensource.org/). Except as set forth in Section 12.1, the obligations regarding confidentiality and use set forth in this Section 12.2 will continue in effect for a period of two (2) years following the initial disclosure of the particular Confidential Information.

12.3 Privacy. With the exception of business contact information (as described below), Red Hat does not require personal data of Partner or End Users under this Agreement. Each party acknowledges that (i) the parties and their Affiliates may, wherever they do business, store and otherwise process certain personal data of the other party that constitutes business contact information (such as names, business email addresses, and business phone numbers) during the course of this Agreement for purposes including, but not limited to, billing, account management, customer service and communication, and for enabling each party to participate in the Programs, and (ii) each party is an independent "business" or "controller" (or similar concept) under applicable privacy laws with respect to such business contact information. In the event that Partner provides Red Hat with End User Personal Data (as defined below) under this Agreement or any Programs, Partner represents and warrants that Partner obtained such data lawfully and may lawfully share such data with Red Hat for Red Hat's intended purposes pursuant to this Agreement. Without limiting the foregoing, Partner represents and warrants that, where legally required, Partner provided notice to, and obtained consent from, an End User so Red Hat may receive, transfer and otherwise process such End User Personal Data. Red Hat may use personnel and resources in locations worldwide and third-party suppliers to support the delivery of Red Hat Products. "**End User Personal Data**" means the contact information and other personal information of individuals provided by Partner to Red Hat for use by Red Hat in furtherance of this Agreement. Partner undertakes that it will at all times comply with the provisions of all data protection, data security and privacy laws and regulations applicable to its obligations pursuant to this Agreement, and will ensure that its Affiliates and its and their employees, agents and contractors do likewise. Partner will not share sensitive personal data (as such term is defined under applicable privacy and data protection laws) with Red Hat.

13. Term and Termination

13.1 Term. This Agreement begins on the Effective Date and continues until the expiration or termination of all applicable Program Appendices ("**Term**"). The term of each Program Appendix is independent of the term of any other Program Appendix. "**Effective Date**" means, as applicable, (a) if you are entering into this Agreement through a Partner Acceptance Document, the date of the last signature on the Partner Acceptance Document, or (b) if you are entering into this Agreement as an electronic contract as described in Section 19, the date of your online acceptance of the Agreement. Unless otherwise agreed in writing, any subscriptions for Red Hat Products purchased under a Program Appendix will commence upon the earlier of (x) the first use of such Red Hat Product, (y) the purchase date of such Red Hat Product, or (z) the commencement date set forth in the Program Appendix or Transaction Document.

13.2 Termination. Red Hat may (without prejudice to any other right or remedy) terminate this Agreement in whole or in part (including any Program Appendix and Partner's participation in any Program) for any reason at any time upon 90 days' prior written notice to Partner. If Partner or Red Hat materially breaches the terms of this Agreement, and the breach is not cured within 30 days after written notice of the breach is given to the breaching party (except for Partner's breach of its payment obligations, in which case the cure period is five days), then the other party may, by giving written notice of termination to the breaching party, terminate this Agreement in whole or in part (including any Program Appendix and Partner's participation in any Program) without prejudice to any other right or remedy; unless a shorter cure period is otherwise stated under this Agreement or in the applicable Program Appendix, and provided that no cure period is required for a breach of Sections 8, 9, 12.2, 14 or 15 hereof.

13.3 Effect of Agreement Termination or Expiration. Termination or expiration of this Agreement in whole for any reason will immediately terminate Partner's participation in any and all Programs. Upon such termination or expiration, Partner will immediately (a) cease referring to itself as a Red Hat Partner or by any other title associated with a Program, including all use of those titles in any communication or advertising; (b) cease any and all promotion, demonstration, sale and distribution of the Red Hat Products; (c) cease all use of the Red Hat Marks; (d) return or destroy, at Red Hat's option, all printed materials containing Red Hat Marks, including all documentation and promotional materials; and (e) remit all fees due to Red Hat within 15 days of such termination or expiration. If the termination is not the result of a Partner breach, then Partner will be entitled to sell, for a period of no longer than 60 days after termination, Red Hat Products (subject to this Agreement) for which Red Hat has been fully paid and that are required to fulfill any unperformed End User contracts of Partner outstanding at the date of termination or expiration. All rights and obligations of the parties under this Agreement will terminate immediately upon expiration or termination, except that Sections 4-7, 8.2, 10, 11.2-

11.5, 12, 13.3, 14.1-14.2, 16, and 17 hereof, and any Partner payment obligations, will survive such termination or expiration. Termination of this Agreement will not affect any agreements between Red Hat and any End User.

14. Export Controls

14.1 As between Red Hat and Partner, Partner (a) understands that countries, including the U.S., may restrict the import, use, export, re-export or transfer of encryption products and other controlled technologies (which may include Red Hat Products or related technical information) ("**Controlled Technologies**"); (b) will be solely responsible for compliance with any such import, use, export, re-export or transfer restrictions in connection with Partner's use, sale and/or distribution of Controlled Technologies; and (c) will be the importer and exporter of record of the Controlled Technologies that Partner uses, sells and/or distributes, and is responsible for all associated obligations, including but not limited to, paying all import duties and tariffs, and obtaining any required regulatory approvals, registrations, and export and import licenses.

14.2 As required by U.S. law, Partner represents and warrants that it: (a) understands that certain of the Controlled Technologies are of U.S. origin and subject to export controls under the U.S. Export Administration Regulations (the "**EAR**"); (b) is not located in (or owned or controlled by any person or entity located in) any country listed in Country Group E:1 in Supplement No. 1 to part 740 of the EAR or by any person or entity listed on the U.S. Department of Treasury Office of Foreign Assets Control list of Specially Designated Nationals and Blocked Persons ("**SDNs**") (and is not 50% or more owned or controlled by any one or more persons or entities identified on the SDN list); (c) will not export, re-export or transfer the Controlled Technologies to (1) any prohibited destination, (2) anyone who has been prohibited from participating in U.S. export transactions by any federal agency of the U.S. government or (3) unless authorized by a license or other approval issued by the federal agency or agencies of the U.S. government having jurisdiction with respect to the proposed transaction, any end user who Partner knows or has reason to know will use them in the design, development or production of nuclear, chemical or biological weapons, or rocket systems, space launch vehicles, or sounding rockets, or unmanned air vehicle systems or any other prohibited use under the EAR; and (d) understands and agrees that if it is in the United States and exports, re-exports or transfers the Controlled Technologies to eligible end users, it will, to the extent required by EAR Section 740.17(e), submit semi-annual reports to the U.S. Commerce Department's Bureau of Industry and Security, that include the name and address (including country) of each transferee. Partner will not engage Red Hat in any activity that is prohibited under the Anti-boycotting Act (50 USCA 2407) and the Restrictive Trade Practices or Boycotts Regulations of the EAR (set forth in 15 CFR Part 760) and will comply with any applicable reporting requirements thereunder.

14.3 In addition to Red Hat's other termination rights under this Agreement, Red Hat may terminate this Agreement without liability immediately upon notice to Partner without providing any opportunity to cure if (a) Partner breaches (or Red Hat believes Partner has breached) this Section 14; or (b) Red Hat is prohibited by law or otherwise restricted from providing Red Hat Products to Partner.

15. Compliance with Laws

Partner and its Affiliates and any other persons performing any activities related to this Agreement, will comply with all applicable laws and regulations including all applicable anti-corruption laws and regulations, such as the U.S. Foreign Corrupt Practices Act and the U.K. Bribery Act (collectively, the "**Anti-Corruption Laws**"), and will not engage in conduct that would cause Red Hat to violate any law or regulation including the Anti-Corruption Laws. None of Partner or its Affiliates, or any other persons performing activities related to this Agreement will, directly or indirectly, offer, pay, promise to pay, or authorize the payment of anything of value to any government or public official to influence that government or public official in his or her official capacity, in order to retain or obtain business for Partner or Red Hat, or to secure any improper advantage for Partner or Red Hat. For purposes of this Agreement, a government or public official includes employees and officers of a government agency, department or instrumentality, as well as the employees or officers of government-owned or government-controlled companies, public international organizations, political parties and candidates for political office. None of Partner or its Affiliates, or any other persons performing activities related to this Agreement will, directly or indirectly, offer, promise or give a financial or other advantage to any person in order to induce the recipient to improperly perform any relevant function or activity, or to reward the recipient for the improper performance of any relevant function or activity, nor will they solicit or accept a financial or other advantage from any person in exchange for the improper performance of any relevant function or activity. Partner will not submit any falsified documents or records to Red Hat. Partner will not permit its resellers or partners or any other third-party business partners (collectively, "**Supply Chain Entities**") acting on behalf of Partner in connection with the services performed under this Agreement to do anything that would violate or cause Red Hat to violate any law or regulation including the Anti-Corruption Laws. If Red Hat believes that Partner or any Supply Chain Entity has breached or may breach any of the provisions of this Section or a notice is provided pursuant to this Section, Red Hat may terminate the Agreement or suspend its performance without any liability to Partner.

16. General Provisions

16.1 **Governing Law and Venue.** This Agreement, and any claim, controversy or dispute arising out of or related to the Agreement, are governed by and construed in accordance with the substantive laws of New Zealand without giving effect to any conflicts of laws provision. Any claim, controversy or dispute arising out of, or in connection with, or with respect to the validity, interpretation and/or enforcement of the Agreement, including the breach thereof, will be finally settled exclusively by the courts of New Zealand, provided, however, that Red Hat may in its sole discretion, bring any claim or dispute (including but not limited to seeking injunctive relief and/or equitable remedy) arising out of, or in connection with the validity, interpretation and/or performance of this Agreement before any courts and/or administrative authorities, in any jurisdiction, having jurisdiction over the subject matter of any such claim or dispute. Notwithstanding anything to the contrary in this Agreement: (a) the parties exclude the application of the United Nations Convention on Contracts for the International Sale of Goods from this Agreement; (b) the parties acknowledge, and Partner warrants, that the goods and services supplied under this Agreement are supplied and acquired in trade within the meaning of the Fair Trading Act 1986. The parties agree that sections 9, 12A, and 13 of the Fair Trading Act 1986 will not apply to this Agreement and that it is fair and reasonable to exclude their application; (c) the parties are both in trade and acknowledge, and Partner warrants, that the goods and services supplied under this Agreement are supplied and acquired in trade within the meaning of the Consumer Guarantees Act 1993. The parties agree that the provisions of the Consumer Guarantees Act 1993 will not apply to this Agreement; and (d) for the purposes of this clause 16 the Partner acknowledges that it had a reasonable opportunity to review this Agreement, discuss its terms with Red Hat, and receive advice from its legal advisor, if it wished to do so.

16.2 **Notices.** All notices, consents, waivers and other communications required or permitted by this Agreement must be in English, in writing, and will be deemed given when (a) delivered to the appropriate address by hand or by nationally recognized overnight courier service (costs prepaid); (b) sent by email with proof of receipt; or (c) received by the addressee, if sent by certified mail, return receipt requested, in each case to the following addresses, or email addresses and marked to the attention of the person (by name or title) designated hereafter (or to such other address, email address or person as a party hereto may designate by notice to the other parties hereto): For Partner: the most current address/email indicated by Partner to Red Hat in writing; For Red Hat: Head of Legal Asia Pacific Region, 88 Market Street | Level 45 Capita Spring | Singapore 048948; General Counsel, Red Hat, LLC, 100 East Davie Street, Raleigh, North Carolina 27601; Email: legal-notices@redhat.com.

16.3 **No Assignment.** This Agreement is only assignable by Partner with Red Hat's prior written consent. Any assignment made by Partner without Red Hat's prior written consent will be void and Red Hat will not be required to recognize the assignment. Red Hat may assign any or all of its rights and delegate or novate any or all of its obligations hereunder without the prior approval of Partner. At the request of Red Hat, Partner will

execute any papers or documents reasonably necessary to give effect to such assignment or novation. Partner will promptly notify Red Hat of any material change to its ownership structure. Subject to the foregoing, this Agreement will be binding upon and will inure to the benefit of the parties and their respective successors and permitted assigns.

16.4 Independent Contractor. Partner and Red Hat are independent contractors for all purposes, without express or implied authority to bind the other. Neither party nor its employees, agents or contractors is entitled to any employee benefits of the other. Each party will be responsible for all costs and expenses incident to performing its business. Nothing in this Agreement will be deemed to constitute a partnership or to create a relationship of principal and agent between the parties for any purpose.

16.5 Force Majeure. Neither party is responsible for nonperformance or delay in performance of its obligations (other than payment of fees) due to causes beyond its reasonable control.

16.6 Third Party Beneficiaries. This Agreement is binding on the parties to the Agreement and, other than as expressly provided in this Agreement, nothing in this Agreement grants any other person or entity any right, benefit or remedy.

16.7 End User License Agreements. The Red Hat Software is governed by the applicable end user license agreement ("**EULAs**") set forth at www.redhat.com/agreements. Partner will provide the applicable EULA and subscription agreement to End Users as set forth in the Program Appendices.

16.8 Miscellaneous.
(a) All headings contained in this Agreement are inserted for identification and convenience, and will not be deemed part of this Agreement for purposes of interpretation. (b) If a court of competent jurisdiction holds any provision of this Agreement invalid or unenforceable, the remaining provisions of the Agreement will remain in full force and effect, and the provision affected will be construed so as to be enforceable to the maximum extent permissible by law. (c) The delay or failure of either party to exercise any rights hereunder will not constitute or be deemed a waiver or forfeiture of such rights. No waiver will be valid unless in writing and signed by an authorized representative of the party against whom such waiver or forfeiture is sought to be enforced. (d) If there is a conflict between these Partner Terms and Conditions and any applicable Program Appendix, the terms will be interpreted in the following order (1) the applicable Program Appendix and (2) the Partner Terms and Conditions. (e) Except as otherwise provided in Section 1.1, this Agreement may not be changed except by written instrument signed by authorized signatories of the parties that makes specific reference to this Agreement. (f) This Agreement may be executed in counterparts, each of which will be deemed an original and all of which will constitute one and the same instrument. The parties may exchange electronic signatures and signature pages electronically and such signatures will be effective to bind the parties. (g) The parties agree that any rule of construction to the effect that any ambiguities are to be resolved against the drafting party will not be employed in the interpretation or construction of this Agreement.

17. Entire Agreement

This Agreement represents the complete agreement between the parties with respect to its subject matter and supersedes all prior and contemporaneous agreements and proposals, whether written or oral, with respect to such subject matter. Any additional or different terms contained in any other documentation that you deliver to Red Hat, including any purchase order or other order-related document (other than a Transaction Document), are hereby rejected by Red Hat, and will be void and of no effect.

18. Rights of Third Parties

The Parties agree that Part 2, Subpart 1 of the Contract and Commercial Law Act 2017 ("**Act**") shall apply to this Agreement to confer to each of Red Hat's Affiliates and their respective officers, employees, servants, contractors and agents all such rights as may be conferred under the Act in favor of third parties, including the right to enforce in each of these parties' own names any term of this Agreement to the fullest extent permitted by the Act. Unless expressly provided to the contrary in this Agreement, a person who is not a party to this Agreement has no right under the Act to enforce or to enjoy the benefit of any term of this Agreement

19. Authorized Signatures

Partner may accept this Agreement by (a) accepting via an online transaction at the Partner Portal (http://www.redhat.com/en/partners), (b) signing using a mutually agreed electronic signature process, or (c) signing a physical copy of a Partner Acceptance Document that incorporates this Agreement and forwarding a PDF of all pages to the appropriate Red Hat office and to globalcontracts@redhat.com.