

PLEASE READ THIS AGREEMENT CAREFULLY BEFORE USING, ACCESSING OR CONSUMING THE RED HAT SOLUTION PROVIDER/VAR/RESELLER SITE OR ANY ASSOCIATED SOFTWARE OR SERVICES. BY CLICKING YOUR ASSENT OR USING, ACCESSING OR CONSUMING THE RED HAT SOLUTION PROVIDER/VAR/RESELLER 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 SOLUTION PROVIDER/VAR/RESELLER SITE OR ANY ASSOCIATED SOFTWARE OR SERVICES.

This Solution Provider/VAR/Reseller Program Appendix (“**Reseller Program Appendix**”) is subject to the terms and conditions of the Partner Agreement between Partner and Red Hat. Capitalized terms not defined herein have the meaning set forth in the Partner Agreement.

1. Appointment as Reseller

- 1.1 **Appointment.** The Partner Agreement and this Reseller Program Appendix set forth the terms and conditions under which Partner is authorized to act as a Red Hat Reseller. Subject to Partner’s compliance with the terms and conditions of the Partner Agreement and the Reseller Program Appendix, Red Hat grants Partner the right to demonstrate, market, promote and resell the Red Hat Products during the Term (defined below) to End Users (defined below) within the Territory specified in the Partner Agreement. If no Territory is identified in the Partner Agreement, the Territory will default to the country of the address provided or your corporate headquarters. Resellers may purchase from a Red Hat authorized distributor (“**Distributor**”) or if approved by Red Hat, directly from Red Hat.
- 1.2 **Red Hat Products.** “**Red Hat Products**” means the Red Hat branded commercial offerings as defined in the Enterprise Agreement or Order Form. “**Documentation**” means user manuals, training materials, software descriptions and specifications, brochures, technical manuals, license agreements, supporting materials and other printed information, whether distributed in print, electronic or video format.
- 1.3 **Terms of Distribution.** Red Hat sells Red Hat Products on a per “Unit” basis. Partner must resell Red Hat Products on the same per Unit basis for each Red Hat Product. The applicable “Unit” definitions for Red Hat Products are set forth in Appendix 1 to the Enterprise Agreement at www.redhat.com/agreements, which may be updated by Red Hat from time to time.

2. Partner Obligations

- 2.1 **Marketing and Distribution.** Partner will use reasonable efforts in the Territory to (a) demonstrate, actively market, promote and resell the Red Hat Products; (b) make periodic and regular demonstrations that showcase the features of the Red Hat Products; (c) establish and maintain appropriate marketing and distribution facilities and personnel to create and meet the demand for Red Hat Products in the Territory and related support among End Users; and (d) carry out the promotional and other tasks set forth and agreed in writing. Partner will represent the Red Hat Products accurately and fairly and, at all times, avoid misleading, illegal, or unethical business practices. Partner will not make any claim or representation relating to the performance or functionality of the Red Hat Products other than as expressly set forth by Red Hat in the Documentation. Partner agrees to confer periodically with Red Hat, at Red Hat’s request, on matters relating to market conditions, sales forecasting, product planning and promotional marketing strategies.
- 2.2 **End User Subscription Agreements**
- 2.2.1 Partner will require each End User to sign or otherwise assent in an enforceable manner to the agreement set forth at www.redhat.com/agreements, as updated by Red Hat from time to time (“**Enterprise Agreement**”), as a condition to the distribution of the Red Hat Products to such End User. An “**End User**” is a purchaser who has acquired Red Hat Products for their own personal or internal use and without the right to resell, remarket or otherwise distribute Red Hat Products. Partner will not amend or grant any waiver under the Enterprise Agreement.
- 2.2.2 If Partner becomes aware of any violation of an Enterprise Agreement, Partner will notify Red Hat immediately and will reasonably assist Red Hat in its efforts to enforce the terms of the Enterprise Agreement.
- 2.3 **Preservation of Goodwill.** Partner will at all times comply with the terms of the Partner Agreement and this Reseller Program Appendix and conduct business in its own name and in such a manner that will be reasonably expected to reflect favorably at all times on the Red Hat Products and the good name, goodwill and reputation of Red Hat.
- 2.4 **Reporting.** Partner will submit to Distributor or Red Hat, as applicable, sufficient information regarding the Red Hat Product(s) and End User for Red Hat to entitle such products.

3. Purchase and Payment

- 3.1 **Purchases via Authorized Distributors.** If Partner is obtaining the Red Hat Products from a Distributor, pricing for Red Hat Products is determined by the Distributor. Partner will pay such Distributor for the Red Hat Products.
- 3.2 **Purchases with Red Hat.** If Partner is obtaining the Red Hat Products directly from Red Hat as set forth in a written signed Order Form, Partner will issue to Red Hat purchase orders subject to such Order Form. Partner shall identify the intended End User(s) relating to such

purchase order. Red Hat shall have the right to reject any purchase order in its sole discretion. Payments will be made to Red Hat in accordance with the terms of the Partner Agreement.

3.3 Special Bids, Estimated End User Price and Verifications.

3.3.1 Partner may request (directly or via a Distributor) that Red Hat grant a special discount or price on Red Hat Products purchased by Partner for a particular End User (any such special discount or price, a "**Special Bid**"). If Red Hat grants a Special Bid request, the Special Bid (a) will be subject to the terms of the Partner Agreement, this Reseller Program Appendix and any applicable Order Form and valid only for such transaction and (b) is conditioned on the continued truth and accuracy of the information provided by Partner to Red Hat (directly or indirectly via the Distributor) in connection with the request. In addition, for certain Special Bid transactions, Red Hat may determine, and include in the applicable Order Form, an estimated End User price designed to ensure that the End User receives the entire financial benefit of the Special Bid granted by Red Hat (such price, the "**EEP**"). Where Red Hat includes an EEP in the applicable Order Form, Partner will (i) ensure that the End User receives the entire financial benefit of the Special Bid and (ii) be deemed to have complied with the obligation set forth in clause (i) if the price paid by the End User is not greater than the EEP.

3.3.2 Partner will maintain, during the Term (defined below) and for at least two (2) years thereafter (or if longer, during the period required by applicable law), true and accurate written books and records sufficient to verify its compliance with the obligations set forth in Section 3.3.1, including that, where applicable, each End User received the entire financial benefit of any Special Bid granted by Red Hat. Partner will provide Red Hat or a third party acting on Red Hat's behalf such books and records promptly upon request. If Red Hat reasonably determines that the price paid by an End User was greater than the applicable EEP or that any information provided by Partner to Red Hat (directly or indirectly) in connection with the Special Bid request was not true or was inaccurate, Partner will pay to Red Hat, within thirty (30) days of Red Hat's request, the difference between the price End User paid to Partner and the applicable EEP (or another lesser amount reasonably determined by Red Hat). This Section 3.3.2 is without prejudice to any other rights Red Hat may have under the Partner Agreement or applicable law.

4. Fulfillment

4.1 Physical Media. Upon receipt of a purchase order from Partner for Red Hat Products with physical media, Red Hat will directly, or through its authorized agent, create and ship the physical media to Partner or to the End User, as directed by Partner. Shipment is F.O.B. point of shipment by the method Red Hat deems most advantageous. Transportation and insurance charges, expenses and costs will be invoiced to Partner and are not included in the prices set forth on an Order Form. Risk of loss or damage to the Red Hat Products will automatically pass to Partner when the Red Hat Products are placed with the carrier for shipment to Partner or to the End User, as the case may be.

4.2 Electronic Fulfillment. Upon receipt of a purchase order from Partner for Red Hat Products with no physical media, Red Hat will provide access to the downloadable format of the Red Hat Products to Partner or to the End User identified by Partner.

4.3 Returns. The Red Hat Products are sold without return privileges.

5. Partner Subscriptions

5.1 During the Term, Partner may install and use the Red Hat Products subject to, and under the terms of, the Enterprise Agreement, at no additional cost, solely for the purpose of sales, marketing, sales enablement training of Partner's personnel and demonstration of the functions and features of the Red Hat Products to End Users and prospective End Users. If Partner uses Red Hat Products for any other purposes (e.g., internal production or development use), Partner will purchase the applicable Red Hat Product(s) at Red Hat's standard pricing for such product pursuant to the Enterprise Agreement. Any violation of this Section 5.1 or the Subscription Agreement will be deemed a material breach of the Partner Agreement and this Reseller Program Appendix.

5.2 During the Term, Partner may reproduce or copy the Promotional Materials as reasonably necessary for Partner to fulfill its obligations under this Reseller Program Appendix; provided, however, that such right does not include a right to copy any third-party copyrighted materials included in the Promotional Materials. "**Promotional Materials**" means any marketing collateral associated with the Red Hat Products that is provided by Red Hat to Partner for distribution to prospective End Users, including any Red Hat authorized translations of those materials. All Promotional Materials and modifications to such materials will remain or become the property of Red Hat.

6. Trademarks Authorized for Use under this Reseller Program Appendix

6.1 As used in this Reseller Program Appendix, the terms "**Red Hat Marks**" mean the trademarks owned by Red Hat that are made available to the Partner specifically for this Reseller Program. The license and use of the Red Hat Marks by Partner is subject to the terms and conditions of Section 8, Trademarks, of the Partner Agreement.

7. Term

7.1 Term. This Reseller Program Appendix will begin on the Effective Date and will continue for an initial period of one (1) year and thereafter shall renew for successive periods of one (1) year each (such initial period, together with any renewal periods, the "**Term**") unless either party provides written notice of termination no later than thirty (30) days before the anniversary date or terminated earlier in accordance with the Partner Agreement or this Reseller Program Appendix. "**Effective Date**" means (a) the date Partner clicks to agree or otherwise assents to these terms and Partner has been accepted by Red Hat as a Partner; or (b) if this Reseller Program Appendix is not incorporated by reference in the Partner Agreement, the date Red Hat fully signs a hard copy of this Appendix (if applicable).