

RED HAT PARTNER CONNECT TECHNOLOGY AND CERTIFICATION PROGRAM APPENDIX



PLEASE READ THIS AGREEMENT CAREFULLY BEFORE USING, ACCESSING OR CONSUMING THE RED HAT TECHNOLOGY AND CERTIFICATION SITE OR ANY ASSOCIATED SOFTWARE OR SERVICES. BY CLICKING YOUR ASSENT OR USING, ACCESSING OR CONSUMING THE RED HAT TECHNOLOGY AND 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.** The Red Hat Partner Connect for Technology and Certification Program (“TCP” or “Program”) is intended to create technical relationships and provide technical assistance to commercial partners who develop, deliver, and support commercial operators, drivers, plugins, devices, designs and/or applications (“Partner Product(s)”) that interoperate with Red Hat Products. A separate written agreement between the Parties is required for a Partner that wishes to embed, sell and/or distribute Red Hat Products. Membership in the TCP alone does not authorize a Partner to embed, sell and/or distribute Red Hat products independently or with Partner Products.
2. **Authorization.** The Partner Agreement, this TCP Appendix, and the Build with Red Hat Playbook located at https://connect.redhat.com/sites/default/files/2020-09/Red_Hat_Build_Partner_Playbook_Final.pdf (“Playbook”) set forth the terms and conditions under which Partner is authorized to participate in the Program. Partner’s continued authorization is based on its compliance with this TCP Appendix, the Partner Agreement and the Playbook. This authorization is personal to the legal entity or branch office indicated by Partner’s account 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. **Red Hat Products.** For this Program, “Red Hat Product(s)” means Software (including, without limitation, any pre-released versions) obtained from Red Hat, directly or indirectly. “Software” means Red Hat branded software provided by Red Hat and/or its Affiliates including all modifications, additions or further enhancements, in each case, which are delivered by or obtained from Red Hat, directly or via a third party, and in either binary or source code form or recompiled from source files which are obtained from Red Hat, directly or via a third party. Any Red Hat Products provided to Partner pursuant to this Program are not for resale (“NFR”) products. Partner’s use of the Red Hat Products is subject to the terms and conditions of the Agreement including the applicable End User License Agreement set forth at the End User License Agreement tab on www.redhat.com/agreements. Merely removing the Red Hat Marks does not change the fact that it is Software obtained from Red Hat nor does it eliminate any payment or other obligations to Red Hat.
4. **Product Certification.** Upon acceptance by Red Hat into the TCP, Partner may certify to Red Hat that Partner Products are interoperable and supported with Red Hat Products as set forth in the Playbook (such Partner Products may be described as “Red Hat Certified” or “Certified”). For Certified Partner Products, Partner will conduct ongoing testing of Partner Products to validate interoperability with the relevant Red Hat Product(s). Partner will also ensure that its staff has sufficient technical knowledge to support Certified Partner Products running in combination with the applicable Red Hat Product(s). To facilitate such support, Partner may purchase Developer Support subscriptions from Red Hat which will entitle Partner’s developers to obtain technical support related to development issues related to Red Hat Products. Notwithstanding any assistance from Red Hat with development issues, Partner is solely responsible for the development and technical support of Partner Products.
5. **Red Hat Certified Catalog Guidelines.** In addition to Section 4 above, Red Hat has established certain criteria (the “Listing Criteria”), set forth in the Playbook, to which Partner and Certified Partner Products must abide by in order for such Certified Partner Product to be considered as Red Hat Certified with a particular Red Hat Product and listed in the Red Hat Certified Catalog. For purposes of this TCP Appendix, a Partner Product that adheres to the Listing Criteria is referred to as “Certified”. With respect to each Certified Partner Product, Partner confirms that Partner will (a) make each Certified Partner Product generally available to the market, and (b) provide support related to each Certified Partner Product to End Users running the Certified Partner Product with the applicable Red Hat Product(s) (subject to Partner’s associated support agreements with End Users). In the event that the Partner fails to support an End User running a Certified Partner Product with the applicable Red Hat Product, Red Hat may, in its sole discretion, remove such Partner Product from the Red Hat Certified Catalog and require that Partner immediately cease use of the associated Red Hat certification Mark with respect to such application.
6. **Technology and Certification Program Benefits.** While Partner is a participant in the Program, Red Hat will provide Partner with certain benefits as set forth in the Playbook, which may be revised from time to time at Red Hat’s sole discretion.
7. **Internal Use of Red Hat Products to Support Certification of Interoperability.** Subject to the terms and conditions of the Partner Agreement, including but not limited to Section 9, Additional Requirements, this TCP Appendix and the Playbook, Red Hat grants to Partner, and Partner accepts, a non-exclusive, non-transferable right during the TCP Term to access and use the Red Hat Products solely to support Partner’s efforts to (a) test the interoperability of Partner Products with applicable Red Hat Products and (b) support End Users on issues related to the interoperability of Certified Partner Products with Red Hat’s Products. If Partner uses Red Hat Products in a production environment or for any other purpose, Partner agrees to purchase the applicable support subscriptions at Red Hat’s standard fees that entitle Partner to receive production support.
- 7.1 **Early Access.** Red Hat may make certain pre-release versions (e.g. beta versions) of Red Hat Products available to all participants under this Program to allow Partner to prepare to integrate and support such versions if and when they become generally available to Red Hat’s customers. Additionally, Red Hat may, at its sole discretion, work with one or more partners regarding certain Red Hat Products and/or technology components on possible technology directions, areas of integration and/or potential product features. Such collaboration may result in on-line seminars, public promotions, references, launch activities and/or other marketing activities as listed in the Playbook.

8. **Partner Account, Logos and On-going Certification.** Partner agrees to provide to Red Hat (a) accurate and current account and contact information, (b) Partner's electronic logo, (c) accurate and current product information relative to any certified product listing and (d) sufficient rights to enable Red Hat to use the foregoing solely in relationship to the activities contemplated hereunder. Partner agrees to use commercially reasonable efforts to maintain Red Hat Certifications with each new version of the Red Hat Products, if and when, they become available.
9. **Red Hat Marks.** The Playbook describes any Red Hat Marks that Partner is authorized to use under this TCP Appendix. Partner may obtain appropriate copies of these Marks electronically from the Program web site or directly from Red Hat. 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 Program and may not use the Red Hat name, the Shadowman logo or any other Red Hat trade name, trademark or logo.
10. **Program Term.** This TCP Appendix and the authorization granted hereunder begin on the Effective Date and continue for one (1) year (the "TCP Term"). This TCP 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 by either party upon written notice of termination to the other party at least thirty (30) days before the next applicable anniversary of the Effective Date.
11. **Termination of TCP Appendix by Red Hat or Partner.** Red Hat or Partner may (without prejudice to any other right or remedy) terminate this TCP Appendix pursuant to Section 13.1 of the Partner Agreement. Termination of this TCP 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 TCP Appendix for any reason will immediately terminate Partner's participation in the TCP, including all eligibility for TCP benefits. Unless otherwise authorized under a separate Program Appendix, upon such termination, Partner will immediately (i) cease referring to itself as a Red Hat partner, and cease using any Red Hat mark in any communication and advertising; (ii) cease promoting any Partner Products as Certified for use with Red Hat products; (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.