

PLEASE READ THIS AGREEMENT CAREFULLY BEFORE USING, ACCESSING OR CONSUMING THE RED HAT CERTIFIED CONTAINER SITE OR ANY ASSOCIATED SOFTWARE OR SERVICES. BY CLICKING YOUR ASSENT OR USING, ACCESSING OR CONSUMING THE RED HAT CERTIFIED CONTAINER 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 CERTIFIED CONTAINER SITE OR ANY ASSOCIATED SOFTWARE OR SERVICES.

The Red Hat Certified Container Appendix (“**Container Appendix**”) is an addition to the Technology Partner Agreement including the Technology Partner Program Appendix (collectively, the “**Agreement**”) that authorizes you to participate in a Red Hat Certified Container Program as set forth herein. This version of the Container Appendix supersedes and replaces any previous versions of the Red Hat Container Appendix. This Appendix governs Partner’s use and distribution of certain Red Hat Software (defined below) and does not include any terms or rights associated with Red Hat Products or Services. A separate written agreement between the Parties is required for a Partner that wishes to embed, sell and/or otherwise distribute Red Hat Products or Services. When a capitalized term is used in this Appendix without defining it, the term has the meaning defined in the Agreement. Each party is solely responsible for the costs incurred for their activities in connection with the Container Appendix. Red Hat intends and reserves the right to periodically update, improve and/or discontinue certain functionality associated with the programs and processes described in the Container Appendix and will use reasonable efforts to provide notice of material changes to the Container Appendix.

- 1. Purpose.** The Red Hat Certified Container Program is intended to create mutually certified and supported container based images that include both Red Hat and Partner’s software components. Both parties agree to accurately promote and market Red Hat Certified and supported offerings in any communications relating to any container that includes Red Hat Software. The purpose of the Container Appendix is to (a) identify those Partner Product(s) that when combined with certain Red Hat container based components, meet certain Red Hat criteria for container-based images (“**Certified Container(s)**”), (b) provide an optional hosted Build Service (defined below) for Partner to create and maintain container images consisting of software owned or otherwise licensed by Partner (“**Partner Products**”) and Red Hat Software (together referred to as “**Red Hat Based Container Image(s)**”), (c) provide an optional registry service and distribution mechanism for Red Hat Based Container Images and (d) allow end users to search, view and download Red Hat Based Container Images (“**End Users**”) as set forth herein. For this Container Appendix, Partner Product does not include Red Hat Software.
- 2. Authorization.** The Agreement, including the Red Hat Partner Connect for Technology Partners Program Guide (“**Program Guide**”) located at <https://connect.redhat.com/resources/program-guide>, sets forth the terms and conditions under which Partner is authorized to participate in the programs and processes described in the Container 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 Partner 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. Scope of Red Hat Software.** Solely for this Container Appendix, “**Red Hat Software**” means (a) Red Hat Universal Base Images, (b) additional Red Hat Enterprise Linux user space components (excluding the kernel) that are reasonably required to run Partner’s software and (c) other Red Hat software as set forth at [connect.redhat.com/certification/red-hat-software-in-partner-container-appendix](https://connect.redhat.com/certification/red-hat-software-in-partner-container-appendix), provided for scenarios (b) and (c) such software does not constitute a material reproduction of a Red Hat commercially available product as solely determined by Red Hat. “**Red Hat Universal Base Images**” are a certain subset of Red Hat Enterprise Linux user space (non-kernel) software components and supporting container software provided by Red Hat via Red Hat Universal Base Image repositories and governed by the Red Hat Universal Base Image End User License Agreement set forth at; <https://www.redhat.com/en/about/red-hat-end-user-license-agreements#UBL>.
- 4. Build Service.** The Red Hat Certified Container site provides Partner with access to a hosted service to create and automatically rebuild containers (“**Build Service**”). Partner may use the Build Services to rebuild containers in response to the availability of known critical and/or important updates to Red Hat Software and/or Partner Products consistent with this Container Appendix. The Build Service provides access to software components to create containers on an, if and when, available basis.
- 5. Certified Containers.** In addition to the interoperability validation as described in Section 4 of the Technology Partner Program Appendix, Partner may participate in the Red Hat container certification process by (a) submitting one or more Red Hat Based Container Image(s) to Red Hat for container certification and (b) if certified by Red Hat, supporting the Partner Products running with Red Hat Products as set forth in the Red Hat Container Certification Policy Guide located at <https://connect.redhat.com/zones/containers/container-certification-policy-guide>. Partner agrees (a) that, with respect to all Certified Containers that contain Partner Products, Partner will maintain current versions of such Partner Products; (b) to promptly update such Certified Containers to eliminate critical and/or important security issues and (c) to re-submit to Red Hat any new or updated container-based software image(s) for certification. Partner will also ensure that its staff has sufficient technical knowledge to support Partner Products running in combination with the applicable Red Hat Software as deployed in container-based scenarios. To facilitate such support, Partner may purchase Developer Support subscriptions from Red Hat that entitle Partner’s developers to access development related technical support. Notwithstanding any assistance from Red Hat with development issues, Partner is solely responsible for the development and technical support of Partner Products and Red Hat Software in non-certified and/or unsupported scenarios.
- 6. Red Hat Certified Container Catalog and Red Hat Certified Container Registry.** Partner (a) agrees to provide Red Hat with sufficient information regarding the Certified Containers to list such Certified Containers in the Red Hat Certified Container Catalog and (b) may post Certified Containers to Red Hat’s container-based public registry for public consumption (“**Red Hat Certified Container**”).

**Registry**). If Partner posts a Certified Container to the Red Hat Certified Container Registry, Partner agrees to permit Red Hat to distribute the Partner Products in the form of Certified Containers as part of the Red Hat Certified Container Program or a successor program. During the term of and in connection with this Container Appendix and the distribution of Certified Containers on the Red Hat Certified Container Registry as set forth herein, Partner grants to Red Hat, and Red Hat accepts, on a royalty-free, worldwide, non-exclusive basis, all rights required to use, copy, distribute (whether by physical or electronic delivery), download, publicly perform and/or display Partner Product(s) as included in a Red Hat Based Container(s). Additionally, Red Hat may modify Red Hat Based Images that include Partner Products for purposes consistent with this Container Appendix. Partner may request removal of any of Partner's entries in the Red Hat Certified Container Catalog and/or Red Hat Certified Container Registry at any time. Red Hat may remove the Partner's Products and any entry from the Red Hat Certified Container Catalog and/or Red Hat Certified Container Registry for any reason and at any time. Partner grants to Red Hat the right to market and publicly promote the Partner Products in the Red Hat Container Catalog or a successor listing.

- 6.1 Transactions.** The Container Catalog does not support any transactions for or sales of Red Hat Based Container Images or Certified Containers and any required transactions or sales must be executed independently under the terms of a separate written agreement between the parties. No fees or other amounts are required to be paid by either party to the other in respect of the distribution or other rights granted in the Container Appendix.
- 6.2 End User Licenses and Source Code.** Each party is responsible for the licensing of their respective software to End Users. Partner agrees to (a) include its End User license terms in the meta-data for the Red Hat Based Container Images and post such license terms to the Red Hat Container Registry as directed by Red Hat, (b) include the unmodified Red Hat Universal Base Image End User License Agreement and (c) the original license for any Red Hat Software not governed by the Red Hat Universal Base Image End User License Agreement in any container images. If the Partner Products include software licensed under an open source license that requires the distribution of source code with the Partner Product, Partner will provide such source code in a manner that complies with the open source license.
- 6.3 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 Container Appendix, Partner Products and associated Red Hat Universal Base Images. Red Hat will use commercially reasonable efforts to modify such use upon Partner's reasonable request.
- 6.4 Export.** If Partner posts Certified Containers to the Red Hat Container Registry, 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 6.4, Red Hat will export Partner's Products in compliance with the EAR.
- 7. Partner Distribution of Red Hat Universal Base Images.**  
Subject to the Red Hat Universal Base Image End User License Agreement set forth at [https://www.redhat.com/licenses/EULA\\_Red\\_Hat\\_Universal\\_Base\\_Image\\_English\\_20190312.pdf](https://www.redhat.com/licenses/EULA_Red_Hat_Universal_Base_Image_English_20190312.pdf), during the term of and in connection with this Container Appendix and the terms set forth herein, Red Hat grants to Partner, and Partner accepts, on a royalty-free, worldwide, non-exclusive basis, all rights required to use the Red Hat trade marks to identify or otherwise describe the Red Hat Universal Base Images(s). Any software components provided by Red Hat are provided under the applicable open source license for such software components.
- 7.1 Red Hat Universal Base Image Communications.** Partner agrees not to suggest or state (in any public, private and/or confidential statement (whether written or verbal) that Red Hat supports or endorses Red Hat Universal Base Images or Red Hat Based Container Images that are not Red Hat Certified and deployed on a Red Hat supported configuration as set forth at <https://access.redhat.com/articles/2726611>. Any breach of this Section 5.1 is a material breach of the Agreement and Red Hat may immediately remove Partner's access to the Build Service, terminate this Program and/or terminate the Agreement notwithstanding any notice provision elsewhere in the Agreement.
- 8. Red Hat Marks.** The Program Guide describes any Red Hat Marks that Partner is authorized to use under this Container Appendix. Partner may obtain appropriate copies of these Marks electronically from the Red Hat Partner Connect website. Partner may only use the Red Hat certification Marks in association with Partner Products that are Red Hat Certified. Partner may only use the Red Hat Marks identified for this Container Appendix and may not use the Red Hat name, the Shadowman logo or any other Red Hat trade name, trademark or logo.
- 9. 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 6 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 provide 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.

10. **End User Data.** Red Hat may share End User information for Certified Containers distributed by Red Hat with Partner if the End User has agreed that Red Hat may share such information with Partner. Partner agrees to use such End User information only to (a) determine End User's compliance with the terms of Partner's licenses, (b) communicate with the End User about their interest in the downloaded container and similar products, and (c) provide updates on Partner Products downloaded by End Users, including information about new features, security or other technical and business issues. Except as authorized herein, Partner agrees not to use End User information, or derive information therefrom, for any advertising or similar commercial purposes nor disclose such information to any third party for such purposes.
11. **Support.** Without limiting Partner's obligations under Section 5 above, each party is responsible for supporting its software contained in a Certified Container consistent with such party's support agreement with an End User. The parties agree to use TSANet as the mechanism for any joint support issues, provided the Container Appendix does not alter any agreements between a party and its End Users.
12. **No Service Levels.** Red Hat makes no representations or warranties regarding the availability of the Red Hat Container Catalog or related services and may terminate the Container Appendix at any time and for any reason.
13. **Container Appendix Term.** This Container Appendix and the authorization granted hereunder begin on the Effective Date and continue for one (1) year (the "**Container Appendix Term**"). The "**Effective Date**" means the date Partner indicates acceptance of this Container Appendix in the Red Hat Partner Connect web site or Red Hat executed a hard copy of an agreement with the Container Appendix. The Container 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.
14. **Termination of Container Appendix by Red Hat or Partner.** Partner may terminate this Container Appendix and its participation in the Program by (a) providing Red Hat with thirty (30) day notice and (b) removing all container images that include Partner Product(s) and associated data such as registry entries. Red Hat may (without prejudice to any other right or remedy) terminate this Appendix pursuant to Section 14 of the Technology Partner Agreement or as otherwise set forth herein. Termination of this Container 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 Container Appendix for any reason will immediately terminate Partner's participation in the programs and activities associated with this Container Appendix, including all eligibility for benefits associated with the programs and activities associated with this Container 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; (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.