

1. **Purpose; Relationship to Other Agreements.** This purchase order (“PO”) is between the Red Hat entity issuing the PO (“Red Hat”) and the supplier identified herein (“Provider”) and covers the license and purchase, as the case may be, of software and tangible goods (“Goods”) and/or services (“Services”). Provider accepts this PO in the language it is written in and, to the extent that any such right exists, waives its statutory right to a translation of the terms hereof into another language. As used herein, Goods includes, to the extent applicable, any intellectual property or other work product, software, programs, computer code, documents or other items developed for Red Hat by Provider or its agents or subcontractors in connection with this PO (“Deliverables”). This PO is effective upon Provider commencing performance or the date of Provider’s electronic acceptance or written acknowledgement of this PO, whichever is earliest. Any provision or condition which Provider includes in its acknowledgment of this PO (or any other Provider pre-printed form or click-through terms) shall not be binding upon Red Hat unless expressly agreed to in writing by an authorized representative of Red Hat. If this PO is deemed an acceptance by Red Hat of a Provider offer or counteroffer, then such acceptance is expressly conditioned on Provider’s assent to all of the terms of this PO, including those that are in addition to, or different from, the terms of Provider’s offer or counteroffer. The terms and conditions of this PO are the complete and binding agreement between Red Hat and Provider; provided, if the parties mutually executed an agreement (“Agreement”) effective as of the date of this PO and the Agreement applies to the Services and/or Goods ordered under this PO, then the provisions of the Agreement shall supersede the terms of this PO.
2. **Payment; Invoices; Taxes.** Red Hat will pay the amounts as set forth in this PO. Except as otherwise specifically indicated by Red Hat, payments shall be made in United States dollars and are exclusive of applicable sales, use or similar taxes. Any such taxes shall be specifically listed and identified by Provider in the applicable invoice by tax jurisdiction and with a proper breakdown between taxable and non-taxable Services and Goods. Except for any amounts in dispute, all amounts owed by Red Hat shall be due and payable within sixty (60) days of Red Hat’s receipt of an invoice. All invoices shall include the following information: Red Hat purchase order number, product number and description, sizes, quantities, unit prices and extended totals, and any other information specified in this PO. Red Hat is not obliged to pay any invoice not submitted in accordance with the terms of this PO. The payment of invoices shall not constitute an acceptance of the Services and/or Goods and shall be subject to offset commensurate with other amounts owed by Provider to Red Hat under this PO or the applicable Red Hat order and any errors, shortages, or defects in the Services and/or Goods. The parties acknowledge and agree that Red Hat has the right to withhold any applicable taxes from any payments due under this PO if required by any government authority. Without limiting the foregoing, Red Hat may withhold from any payments due for Services and/or Goods any applicable taxes incurred by Red Hat that result from providing such Services and/or Goods to Red Hat, a Red Hat subsidiary and/or affiliate. The parties shall work together in good faith to minimize any adverse tax consequences to each party as a result of cross-border transactions. Provider shall bear sole responsibility for all taxes, assessments or levies on its own income, leased or purchased property, equipment and software and any taxes that may be required or imposed by any federal, state, or local taxing authority.
3. **Shipping of Goods; Delivery Requirements for Software.**
 - 3.1 This [Section 3.1](#) applies to Provider’s delivery of Goods other than software or Deliverables. Provider shall ship all Goods FCA (Incoterms 2020®). Provider shall assume risk of loss to the Goods until received by Red Hat in accordance with [Section 4 \(Inspection: Acceptance\)](#) at the ship-to address designated by Red Hat. Provider is responsible for all shipping fees, applicable tariffs, and other costs to ship Goods. Title to Goods will pass from Provider to Red Hat upon acceptance by Red Hat at the designated ship-to address, subject to [Section 4 \(Inspection: Acceptance\)](#). Provider shall assume all responsibility to properly insure such Goods (including when the Goods are in transit) until and up to the time when title passes to Red Hat. Provider (a) shall provide the warranties and indemnities stated in this PO; and (b) hereby assigns and passes through and agrees to assign and pass through to Red Hat, any third-party manufacturers’ and licensors’ warranties and indemnities applicable to the Goods. Red Hat will not accept any COD shipment. All Goods shall be packaged, marked, labelled and otherwise prepared for shipment in a manner which is in accordance with good commercial practice, country of origin marking requirements and any regulations applicable to common carriers and designed to adequately prevent damage to the Goods during shipment. A commercial invoice with appropriate values, country(ies) of origin and descriptions that provide enough detail to verify the categorical classification of every product included in the shipment shall be provided. Packing list(s) shall be enclosed with all shipments of Goods that indicate the content therein. Red Hat will not be responsible for any handling charges related to packing, wrapping, bags, containers, reels, or other costs (including insurance costs prior to title to the Goods passing to Red Hat), unless specifically stated herein. Provider shall (x) make best efforts to comply with applicable supply chain security recommendations issued by applicable governments and industry standards organizations, and (y) provide to Red Hat or its agent, promptly on request, any information or documentation required by Red Hat to comply with applicable import and export laws, regulations or administrative requirements.
 - 3.2 This [Section 3.2](#) applies to Provider’s delivery of software Goods. Provider will deliver or make available to Red Hat, no later than the start date of the license term set out in the applicable Red Hat order or purchase order and in electronic form only, all software Goods, license keys, access or activation information, and all related documentation, user manuals and other relevant specifications published by Provider (“Documentation”). Provider will deliver or make available to Red Hat all updates, upgrades, enhancements and fixes to the software Goods, along with any Documentation updates, in electronic form only and no later than the date each such update, upgrade, enhancement or fix is made commercially available to Provider’s other customers.
4. **Inspection; Acceptance.** Services and/or Goods shall be provided in accordance with the specifications and terms of this PO. All Services and/or Goods are subject to Red Hat’s inspection, at Red Hat’s discretion, however the parties agree that Red Hat is not obliged to perform such inspection and evaluation. If any Services and/or Goods fail to conform to this PO, Provider will, promptly following Red Hat’s notice thereof, replace or correct, at

Provider's expense, such nonconforming Services and/or Goods. If, after Red Hat's request, Provider fails to promptly replace or correct any nonconforming Services and/or Goods, Red Hat may, at its sole discretion and without prejudice to any other remedies available to Red Hat, (a) direct Provider in writing to refund all fees paid by Red Hat with respect to such Services and/or Goods, which fees Provider shall refund within fifteen (15) days of Red Hat's notice, (b) at Provider's cost and expense, engage third parties to re-perform, repair, replace or otherwise remedy the nonconforming Services and/or Goods (as the case may be), (c) terminate this PO for Provider's default, upon which Provider will promptly refund any amounts paid by Red Hat for such nonconforming Services and/or Goods, or (d) accept such nonconforming Services and/or Goods, subject to a reduction in price commensurate with the nonconformity.

5. Warranties.

5.1 General. Provider represents and warrants that: (a) it has full power and authority to enter into this PO and to perform its obligations hereunder; (b) there is no matter or dispute pending or threatened against Provider that would adversely affect its ability to fulfill its obligations under this PO; (c) the entering into and the performance of this PO does not violate the terms and conditions of any other agreement or contract or any legal obligation; and (d) it will comply with applicable laws and regulations, including, without limitation, all applicable export control and import laws and regulations (whether in the United States of America, European Union or otherwise).

5.2 Services; Goods. Provider represents and warrants that (a) the Goods and Services will be provided in accordance with industry standards and all applicable law, including, without limitation, all applicable export control and import laws and regulations (whether in the United States of America, European Union or otherwise); (b) Goods will be transferred with good and marketable title, free and clear of liens and other encumbrances; (c) Provider has the right to grant the assignments and licenses with respect to the Goods without the need of any consents; (d) it shall perform the Services in a good and workmanlike manner by skilled and qualified personnel in accordance with industry standards and this PO; (e) the Goods and Services shall be free of defects in material and workmanship and shall conform to the terms and conditions of this PO; (f) any software and hardware supplied will conform with the relevant software and/or hardware documentation, user manuals and other relevant specifications published by Provider, licensor, and manufacturer, as applicable; (g) the Goods and Services will not infringe or misappropriate any copyright, trade secret, trademark, license, patent or other intellectual property right of any third party; and (h) the Goods do not contain any malicious or hidden mechanisms or code that may damage or corrupt the Goods or Red Hat property, or otherwise adversely impact Red Hat, its customers and/or other third parties. In the event Provider breaches any warranty set forth herein, at Red Hat's sole discretion and without prejudice to any other remedies available to Red Hat, Red Hat may at its option (w) direct Provider in writing to refund all fees paid by Red Hat with respect to such Goods and/or Services, which fees Provider shall refund within fifteen (15) days of Red Hat's notice, (x) at Provider's cost and expense, engage third parties to re-perform, repair or replace or otherwise remedy the nonconforming Goods and/or Services (as the case may be), (y) terminate this PO (in whole or part) in accordance with Section 7 (Termination), and/or (z) waive the nonconformity, subject to a reduction in price commensurate with the nonconformity.

6. Intellectual Property Rights

6.1 Existing IP. Each party retains all right, title and interest in and to their respective Existing IP. Provider agrees to identify any Existing IP contained in a Deliverable in this PO or otherwise in writing and in advance to Red Hat. For purposes of this PO, the term "Existing IP" means all worldwide intellectual property rights in any and all technology, know how, software, data, ideas, formula, processes, charts, Confidential Information and any other materials or information that are (a) owned or controlled by either party as of the Effective Date, or (b) developed by either party outside the scope of this PO.

6.2 Ownership and License Rights.

- (a) Subject to the other provisions of this Section 6.2, Provider hereby grants to Red Hat a worldwide, irrevocable, nonexclusive, transferable, perpetual, paid-up and royalty-free license to use applicable software or other intellectual property provided as, or as part of, any Services and/or Goods.
- (b) All rights, title, interests and intellectual property of any kind (including patents, copyrights, and trade secrets) in and to Deliverables, excluding any Provider Existing IP therein, shall belong solely and exclusively to Red Hat, and Provider hereby assigns and agrees to assign such intellectual property (excluding Provider Existing IP) to Red Hat.
- (c) To the extent any Provider Existing IP is included in, or as part of, any Deliverable, Provider hereby grants Red Hat a non-exclusive, irrevocable, perpetual, world-wide, royalty free, transferable, sublicensable right to make, use, sell, offer for sale, import, modify, support, operate, copy, distribute, make available, perform, publish, and display the Provider Existing IP in connection with Red Hat's use of such Deliverable.
- (d) In the event the Deliverables include any third party intellectual property, Provider shall procure for Red Hat the same rights with respect to such third party intellectual property as are set out for Provider Existing IP in Section 6.2(c) and shall assign such rights to Red Hat on terms acceptable to Red Hat.
- (e) Unless otherwise set forth in the applicable order or purchase order, any software Goods may be accessed and used by an unlimited number of concurrent users, on an unlimited number of computers, servers, systems, networks and/or other environments or equipment, and/or at

an unlimited number of sites in any geographic territories, and such software Goods may be accessed and used on, and transferred between, any computers, servers, systems, networks and other environments and equipment owned, leased, controlled or otherwise used by Red Hat or its affiliates. Software Goods may be copied, accessed and used in development environments, testing environments, backup environments and disaster recovery environments (in addition to production environments).

6.3 Works for Hire; Further Assurances. Subject to Section 6.2 (Ownership and License Rights), (a) Deliverables shall be deemed works made for hire under applicable copyright laws, and (b) to the extent Red Hat does not receive all rights, title, and interest in and to any Deliverable, Provider hereby assigns and agrees to assign to Red Hat all rights, title, and interest in and to such Deliverables and at no cost to Red Hat. Provider will promptly execute any documents and otherwise provide assistance as reasonably requested by Red Hat in its effort to obtain and enforce patents, copyrights, rights in mask works, trade secret rights, and other legal protections related to any Deliverable. Provider irrevocably waives all moral rights in, and all other intellectual property rights to, all Deliverables. Provider shall have no license or other rights to use the Deliverables, except as reasonably necessary to perform its obligations under this PO and the applicable Red Hat order. Provider agrees: (x) to assist Red Hat in every reasonable way requested by Red Hat, at Provider's expense, to protect and defend all intellectual property rights and statutory rights in and to the Deliverables that Red Hat deems appropriate; and (y) to treat all Deliverables as Confidential Information (as defined below). Provider irrevocably agrees not to directly or indirectly contest the ownership rights of Red Hat regarding the Deliverables. Provider agrees to include and enforce appropriate provisions in all agreements with employees, independent contractors, and subcontractors to ensure the exclusivity of Red Hat's ownership of Deliverables and the protection of Confidential Information in accordance with this PO.

7. Termination. Notwithstanding anything to the contrary, Red Hat may immediately terminate this PO, in whole or in part, at any time and without incurring any penalty in the event that Provider is in material breach of this PO or upon Red Hat's receipt of a notice from Provider under Section 11 (Miscellaneous) in connection with a Force Majeure Event. Further, Red Hat may immediately terminate this PO, in whole or in part, without cause. Termination is effective upon written notice. If Red Hat terminates for any reason, its only obligation or liability is to pay for Goods accepted by Red Hat and/or Services properly performed by Provider to Red Hat's reasonable satisfaction, prior to the effective date of termination, and Provider will promptly refund Red Hat any prepaid fees under this PO that correspond to any Services or Goods that have not been accepted by Red Hat or provided to Red Hat's reasonable satisfaction.

8. Limitation of Liability.

8.1 CAP ON DAMAGES. SUBJECT TO SECTION 8.3 (EXCLUSIONS), IN NO EVENT SHALL THE TOTAL CUMULATIVE LIABILITY HEREUNDER EXCEED: (A) WITH RESPECT TO RED HAT, THE AMOUNTS PAID AND PAYABLE TO PROVIDER UNDER THIS PO; OR (B) WITH RESPECT TO PROVIDER, THE GREATER OF TWO (2) TIMES THE AMOUNTS PAID AND PAYABLE TO PROVIDER UNDER THIS PO AND ONE MILLION DOLLARS (\$1,000,000 USD). THE FOREGOING LIMITATIONS SHALL APPLY TO THE MAXIMUM EXTENT PERMITTED UNDER LAW.

8.2 DISCLAIMER OF CERTAIN DAMAGES. SUBJECT TO SECTION 8.3 (EXCLUSIONS), IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY SPECIAL, INDIRECT, CONSEQUENTIAL, INCIDENTAL, PUNITIVE OR EXEMPLARY DAMAGES, AND/OR FOR ANY DAMAGES FOR LOST PROFITS, MALFUNCTIONS, DELAYS, LOST SAVINGS, LOSS OF BUSINESS, ANTICIPATORY PROFITS, BUSINESS INTERRUPTIONS, OR OTHERWISE, EVEN IF THE OTHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING LIMITATIONS SHALL APPLY TO THE MAXIMUM EXTENT PERMITTED UNDER LAW. FURTHER, IN NO EVENT SHALL RED HAT BE LIABLE FOR ANY THIRD PARTY CLAIMS.

8.3 EXCLUSIONS. THE LIMITATIONS SET FORTH IN SECTIONS 8.1 (CAP ON DAMAGES) AND 8.2 (DISCLAIMER OF CERTAIN DAMAGES) SHALL NOT APPLY TO ANY OF THE FOLLOWING: (A) BODILY INJURY OR DAMAGE TO TANGIBLE PERSONAL PROPERTY DIRECTLY CAUSED BY A PARTY'S NEGLIGENCE, FRAUD OR WILLFUL MISCONDUCT; (B) PROVIDER'S INDEMNIFICATION OBLIGATIONS UNDER SECTION 9 (INSURANCE; INDEMNITY); (C) EITHER PARTY'S BREACH OF SECTION 10.1 (CONFIDENTIALITY); (D) PROVIDER'S BREACH OF SECTION 10.2 (DATA SECURITY); (E) DAMAGES RELATED TO OR ARISING OUT OF ANY SECURITY BREACH (AS DEFINED BELOW) AND/OR LOSS OF DATA; OR (F) ANY CLAIM RELATING TO SECTION 6 (INTELLECTUAL PROPERTY RIGHTS).

9. Insurance; Indemnity. Provider shall put in place and maintain, at its own cost and expense, appropriate and sufficient insurance with a reputable insurance company to cover the activities of Provider contemplated under this PO. For the avoidance of doubt, the availability of insurance or applicable deductibles will not limit Provider's liability, or relieve Provider of any liability or financial responsibility, under this PO or the applicable Red Hat order. Upon request, Provider will provide Red Hat with certificates of insurance for all insurance coverage. Provider will indemnify and hold harmless Red Hat from any and all liability, losses, costs, damages or expenses, including reasonable attorney's fees and costs, resulting from or arising out of third party demands or claims against Red Hat relating to any of Provider's actions including, but not limited to, performance or non-performance under this PO. Without limiting the foregoing, if Red Hat's use of any Services or Goods furnished under this PO is enjoined or threatened to be enjoined, Provider shall, at Red Hat's discretion: (a) procure for Red Hat the right to continue using the Services or Goods in the manner contemplated by this PO; or (b) replace or modify the Services or Goods so that Red Hat's use becomes non-infringing, provided that such replacement or modification is functionally equivalent to the original and all specifications continue to be met. Any modified or replacement Services or Goods will be subject to the indemnity obligations set forth herein.

10. Confidentiality; Data Security.

10.1 Confidentiality. Both parties agree that (a) Confidential Information of the other party will be used only as reasonably necessary to perform its obligations under this PO and in the case of Red Hat, as necessary to exercise its rights under this PO; (b) each party will use the same degree of care to protect the other party's Confidential Information that it utilizes to protect its own confidential information of a similar nature, but in no event less than reasonable care; (c) the Confidential Information of the other party may be disclosed only to employees, agents, affiliates and contractors and to its auditors and legal counsel, in each case, who have a need to know such information and are under a written (or other professional) obligation to keep the information confidential using standards of confidentiality no less restrictive than those required by this PO, and (d) the recipient shall immediately notify the disclosing party of any actual or suspected loss or unauthorized use, disclosure of or access to the disclosing party's Confidential Information, and shall promptly take all steps reasonably requested by the disclosing party to limit, stop or otherwise prevent such loss or unauthorized use, disclosure or access. "**Confidential Information**" means all information disclosed by either Red Hat or Provider to the other party during the term of this PO that: (w) is marked as "confidential" or with a similar marking, (x) is clearly identified as confidential at the time of disclosure, if disclosed orally, (y) is of a nature that the recipient knows is confidential to the discloser or should reasonably be expected to know is confidential (e.g., business plans, financial projections, customer lists, etc.), or (z) contains any Personal Data (as defined below). Confidential Information will not include information which: (i) is or later becomes generally available to the public without breach of this PO (provided that any Personal Data disclosed by Red Hat will not be subject to this exception); (ii) is known to or possessed by the recipient at the time of disclosure by the disclosing party as reasonably demonstrated by contemporaneous documentation; (iii) is independently developed by the recipient without use of the Confidential Information of the discloser as reasonably demonstrated by contemporaneous documentation; (iv) becomes lawfully known or available to the recipient without restriction from a source having the lawful right to disclose the information; or (v) is software code in either object code or source code form that is licensed under an open source license. The recipient will not be prohibited from complying with disclosure mandated by applicable law if (I), where not legally prohibited, it gives the disclosing party advance notice of the disclosure requirement in order to permit the disclosing party a reasonable opportunity to object to the required disclosure and seek a protective order or other appropriate remedy, (II) it reasonably cooperates with the disclosing party (at the disclosing party's expense) in any such efforts and (III) it only discloses so much Confidential Information as is strictly necessary to comply with the applicable law. Within ten (10) business days after the expiration or termination of this PO, Provider shall provide written certification to Red Hat that it has securely destroyed or returned Red Hat's Confidential Information (including any materials incorporating, referencing or based on Red Hat's Confidential Information) and any material that Red Hat provided or made available to Provider (regardless of whether such material is subject to intellectual property protection). If the disclosing party believes the recipient (or an employee, agent, affiliate, contractor, auditor or legal counsel of the recipient) has breached (or might breach) this Section 10.1, the disclosing party may seek an injunction, in addition to other rights and remedies available at law, to stop the unauthorized use or disclosure.

10.2 Data Security. As used herein, "**Personal Data**" means any information relating to a natural person who can be identified, directly or indirectly, in particular by referencing an identifier such as a name, an identification number, location data, an online identifier, or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural, or social identity of that natural person, or other information pursuant to an applicable law or regulation. Provider represents and warrants that its use and processing of Personal Data will comply with all applicable laws, including, without limitation, applicable data protection laws, and it will not engage in any activity related to Personal Data that would place Red Hat in violation of or otherwise cause Red Hat to violate any applicable law or regulation. Provider shall process Personal Data solely as necessary to perform its obligations under this PO, and Provider understands that it is prohibited from retaining, using or disclosing Personal Data for any other purpose. Provider will implement and maintain a program for detecting and managing actual, threatened or suspected accidental or unlawful destruction, loss, alteration and disclosure of, and unauthorized access to, Personal Data (any such event, a "**Security Breach**"). In the event of a Security Breach, or in the event that Provider suspects a Security Breach, Provider will (a) promptly notify Red Hat by telephone or in person, with a follow-up in writing forthwith, (b) promptly take action to prevent any further Security Breach (including any further effects of the existing or suspected Security Breach), (c) cooperate with Red Hat and law enforcement agencies, where applicable, to investigate and resolve the Security Breach, including without limitation by providing reasonable assistance to Red Hat in notifying all third parties who require notification, and (d) provide, where required and directed by Red Hat, monitoring services at Provider's cost. Provider will give Red Hat prompt access to such records related to a Security Breach as Red Hat may reasonably request; provided Provider will not be required to provide Red Hat with records belonging to, or compromising the security of, Provider's other customers.

11. Miscellaneous. Provider is solely responsible for the supervision, direction, control and compensation of its personnel and contractors, and Red Hat assumes no liability or responsibility for Provider personnel or contractors. While performing Services at Red Hat's designated sites, Provider and its personnel and contractors shall comply with all relevant Red Hat policies and procedures while at such sites, including policies and procedures regarding occupational health and safety, security and privacy. Provider will (and will cause its agents and subcontractors to) abide by the standards set forth in Red Hat's Supplier Code of Conduct, available at <https://www.redhat.com/en/about/code-of-conduct> (including any successor site). No amendment or modification to this PO shall be valid unless set forth in writing and signed by authorized representatives of both parties. No waiver of any term or condition is valid unless made in writing and signed by authorized representatives of both parties, and will be limited to the specific situation for which it is given. This PO is assignable by either party only with the other party's prior written consent, which will not be unreasonably withheld or delayed; provided that Red Hat may assign this PO to an affiliate and either party may assign this PO to a successor or acquirer pursuant to a merger or sale of all or substantially all of such party's assets, without such prior written consent. Provider will maintain accurate and legible records in English regarding the Services and/or Goods provided hereunder during the term of this PO and for a period of not less than six (6) years thereafter or for such period prescribed by applicable law or regulation. During the foregoing period, Red Hat shall have the right to conduct, during the normal business hours of Provider, an audit of such records to verify Provider's compliance with the requirements of this PO. Each of Red Hat and Provider will be responsible for its own costs and expenses in connection with any such audit; provided that if the audit reveals that Provider has failed to comply in

any material respect with this PO, Provider will pay all reasonable costs and expenses incurred by Red Hat in conducting the audit. Provider 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, and will not engage in conduct that would cause Red Hat to violate any law or regulation. Provider represents and warrants that neither any of its officers, directors or board (or similar governing body) members nor any of their respective immediate family (“Immediate Family”) is a government or public official and that if any of such individuals or their respective Immediate Family becomes a government or public official, Provider will immediately notify Red Hat in writing in accordance with the terms of this PO. Neither party will be liable for any failure or delay in performing any of its obligations under this PO due to any cause, event or circumstance beyond the affected party’s reasonable control that renders its performance under this PO impossible, including, without limitation, acts of God; fire; casualty; flood; war; epidemic, pandemic or other similar outbreak; quarantine; embargo or other governmental act (including compliance therewith); earthquake; terrorist act; destruction of production facilities; riot or insurrection (any such cause, event or circumstance, a “Force Majeure Event”); provided that (a) the party that is unable to perform, or delayed in performing, its obligations due to a Force Majeure Event shall provide prompt written notice of such expected failure or delay to the other party (including reasonable information with respect thereto), together with a reasonably detailed plan of remediation, and (b) if Provider is the affected party, (i) upon Red Hat’s request, Provider will refund any prepaid fees corresponding to the affected Provider obligations or, at Red Hat’s option, Red Hat may offset any such prepaid fees against any other amounts owing or to be owed to Provider under this PO, (ii) Red Hat may offset any reasonable costs or expenses it incurs in connection with such failure or delay of Provider against any amounts owing or to be owed to Provider under this PO and (iii) no Force Majeure Event shall relieve Provider from implementation of and performance under its business continuity plan(s). Provider maintains, and will maintain during the term of its performance, a business continuity plan or plans designed to (x) mitigate the risks of any Force Majeure Event to ongoing Services or the provision of Goods, (y) limit the effects of any Force Majeure Event on ongoing Services or the provision of Goods and (z) address, without limitation, the areas of epidemic, pandemic or similar outbreak planning and cyber security events. For Services and/or Goods provided to Red Hat in the United States, this PO will be governed by and construed in accordance with the laws of the State of New York without giving effect to conflicts of law provisions or the United Nations Convention on Contracts for the International Sale of Goods, and the parties consent to the exclusive jurisdiction of the federal courts located in New York County, New York if the federal courts have subject matter jurisdiction or otherwise of the state courts of New York County, New York, and each party irrevocably consents to the personal jurisdiction of such courts and waives all objections to this venue. For all other Services and/or Goods provided to Red Hat, this PO will be governed by and subject to the laws, jurisdiction, and venue (to which each party irrevocably submits, provided that Red Hat may bring any claim for injunctive relief or other equitable remedy under this PO in any court or before any administrative or arbitral body of competent jurisdiction), as noted in Table 1 below. The parties shall be deemed for all purposes to be independent contractors. Each party will be solely responsible for payment of applicable taxes, deductions or other payments and benefits for its personnel. Notices must be in writing, and will be deemed given when delivered by hand or five (5) days after being sent using a method that provides for positive confirmation of delivery to the respective addresses indicated in the applicable Red Hat order; provided that any notice from Provider to Red Hat includes a copy sent to: Red Hat, Inc., Attention: General Counsel, 100 E. Davie St, Raleigh, North Carolina 27601; Email: legal-notices@redhat.com. No right or license, express or implied, is granted in this PO for the use of any Red Hat, Red Hat affiliate, or third party trade names, services, or trademarks on Provider’s client lists, in advertising or in any manner. Whenever possible, each provision of this PO will be interpreted in such a manner as to be effective and valid under applicable law, but if any provision of this PO is found to violate a law, it will be severed from the rest of the PO and ignored and a new provision deemed added to this PO to accomplish to the extent possible, the intent of the parties as evidenced by the provision so severed. The headings used in this PO have no legal effect. Provider shall not employ any agent or subcontractor in connection with the Services and/or Goods without Red Hat’s prior written consent. As a condition to Red Hat’s consent, Provider shall cause any such proposed subcontractor to agree in writing to perform, and be bound by, all of Provider’s obligations under this PO. Provider shall remain responsible, and Red Hat’s sole point of contact, for the performance of its subcontractors to the same extent as if they were performed by Provider. The provisions of this PO which, by their terms, require performance after the termination or expiration or have application to events that may occur after the termination or expiration of this PO, will survive the termination or expiration of this PO. For the avoidance of doubt, all indemnity obligations and provisions related to limitation of liability, intellectual property rights, confidentiality and data security will be deemed to survive the termination or expiration of this PO.

Table 1

<i>Jurisdiction</i>	<i>Governing Law</i>	<i>Venue</i>
<i>Asia Pacific</i>		
<i>Australia</i>	<i>State of New South Wales, Australia</i>	<i>State or federal courts of New South Wales, Australia</i>
<i>China</i>	<i>People’s Republic of China</i>	<i>Arbitration at the China International Economic and Trade Arbitration Commission (“CIETAC”) in Beijing and in accordance with the CIETAC Arbitration Rules then in force. The language of arbitration will be English.</i>
<i>Hong Kong</i>	<i>Hong Kong SAR</i>	<i>Arbitration at the Hong Kong International Arbitration Centre in Hong Kong and in accordance with UNCITRAL Arbitration Rules then in force. The language of arbitration will be English.</i>
<i>India</i>	<i>Republic of India</i>	<i>Arbitration in Mumbai and in accordance with the Arbitration and Conciliation Act 1996 (laws of India). The language of arbitration will be English.</i>
<i>Japan</i>	<i>Japan</i>	<i>District Court of first instance located in Tokyo</i>

Jurisdiction	Governing Law	Venue
<i>Kingdom of Thailand</i>	<i>Kingdom of Thailand</i>	<i>Arbitration at the Singapore International Arbitration Centre (“SIAC”) in Singapore and in accordance with the Arbitration Rules of SIAC then in force. The language of arbitration will be English.</i>
<i>Korea</i>	<i>Korea</i>	<i>Arbitration at the SIAC in Singapore and in accordance with the Arbitration Rules of SIAC then in force. The language of arbitration will be English.</i>
<i>Malaysia</i>	<i>Malaysia</i>	<i>Arbitration at the SIAC in Singapore and in accordance with the Arbitration Rules of SIAC then in force. The language of arbitration will be English.</i>
<i>New Zealand</i>	<i>New Zealand</i>	<i>Courts of New Zealand</i>
<i>Republic of Indonesia</i>	<i>Republic of Indonesia</i>	<i>Arbitration at the SIAC in Singapore and in accordance with the Arbitration Rules of SIAC then in force. The language of arbitration will be English.</i>
<i>Republic of Philippines</i>	<i>Republic of Philippines</i>	<i>Arbitration at the SIAC in Singapore and in accordance with the Arbitration Rules of SIAC then in force. The language of arbitration will be English.</i>
<i>Other Asia Pacific jurisdiction</i>	<i>Republic of Singapore</i>	<i>Arbitration at the SIAC in Singapore and in accordance with the Arbitration Rules of SIAC then in force. The language of arbitration will be English.</i>
Europe, Middle East and Africa		
<i>Europe, Middle East and Africa</i>	<i>England and Wales</i>	<i>Courts of England and Wales</i>
Latin America		
<i>Argentina</i>	<i>Argentina</i>	<i>Courts of Autonomous City of Buenos Aires, Argentina</i>
<i>Brazil</i>	<i>Brazil</i>	<i>Courts of Sao Paulo, State of Sao Paulo, Brazil</i>
<i>Chile</i>	<i>Chile</i>	<i>Courts of Santiago, Chile</i>
<i>Colombia</i>	<i>Colombia</i>	<i>Courts of Bogota, Colombia</i>
<i>Mexico</i>	<i>Mexico</i>	<i>Courts of Mexico City, Mexico</i>
<i>Peru</i>	<i>Peru</i>	<i>Courts of Lima, Peru</i>
<i>Other Latin American jurisdiction</i>	<i>United States and of the State of New York</i>	<i>State or federal courts located in New York County, New York, USA</i>