



Exhibit A

RED HAT CONFIDENTIAL INFORMATION AGREEMENT: (Temporary Workers, Vendors and Independent Contractors)

This agreement (the "Agreement") is entered into by and between Red Hat, Inc. ("Red Hat") and _____ ("Individual") in consideration of Individual performing services at or for Red Hat and being allowed physical access to Red Hat facilities and/or electronic access to Red Hat computer systems (collectively referred to hereinafter as "Access"). This Agreement does not replace or supersede any other agreement in effect between the parties and shall only be used to exchange Confidential Information for the Purpose (as defined in Section 1(c) hereof).

- 1) **Confidential Information.** Individual understands that Red Hat possesses Confidential Information which is important to its business and that this Agreement creates an obligation on the part of Individual with respect to Confidential Information. Individual agrees as follows
 - a) **Definition.** For purposes of this Agreement, "Confidential Information" is information that was developed, created, or discovered by Red Hat, or which became known by or was conveyed to Red Hat that has commercial value in Red Hat's business. "Confidential Information" includes, but is not limited to, information about non-Open Source software programs (in either source code or object code form), trade secrets, designs, technology, know-how, processes, data, ideas, techniques, inventions (whether patentable or not), works of authorship, formulas, business and product development plans, customer lists, terms of compensation and performance levels of Red Hat employees, Red Hat's customers and other information covering Red Hat's actual or anticipated business, research or development, or which is received in confidence by or for Red Hat from any other person. Individual expressly understands that "Confidential Information" includes any information about Red Hat and/or any third party to which Individual is exposed while exercising the Access rights provided herein, including, but not limited to, information obtained from Red Hat's non-public web sites. For purposes of this Agreement, the term "Open Source " means licensed under a license certified by the Open Source Initiative
 - b) **Non-Disclosure.** At all times, both during the term of this Agreement and after its termination, Individual will keep in confidence and trust, and will not use or disclose, any Confidential Information to anyone without the prior written consent of an authorized Red Hat representative, except as may be necessary in the ordinary course of performing services for Red Hat, and then only within the authority granted by Red Hat and for the purpose stated herein. Individual will not remove any Red Hat materials, including Confidential Information, from the business premises of Red Hat, except as required for the performance of services for Red Hat, and then only within the authority granted by Red Hat and for the purpose stated herein. Red Hat retains the right to refuse the Access rights to Individual at any time, without prior notice.
 - c) **Purpose.** Individual acknowledges that the reason being granted herein for Access is solely for the purpose of: _____
- 1) **Non-Employee Status.** Individual agrees that this Agreement does is not an employment contract and that Individual will not be considered an employee of Red Hat within the application of any federal, state or local laws or regulations, including, but not limited to, laws or regulations covering unemployment insurance, retirement benefits, workers' compensation, labor or taxes of any kind or for the purposes of Red Hat-sponsored benefits coverage
- 2) **Standard Behavior.** Individual shall be responsible for abiding by the guidelines described in the "Red Hat Vendor and Independent Consultant Job Practice and Behavior Guide, attached herein as Exhibit B, when exercising the Access rights granted herein.
- 3) **General.** Individual agrees that any dispute in the meaning, effect, or validity of this Agreement shall be resolved in accordance with the laws of the State of North Carolina without regard to the conflict of laws



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provisions thereof. Individual further agrees that if one or more provisions of this Agreement are held to be unenforceable under applicable North Carolina law, such provision(s) shall be excluded from this Agreement and the balance of the Agreement shall be interpreted as if such provision were so excluded and shall be enforceable in accordance with its terms. The headings contained in this Agreement are for convenience only, have no legal significance, and are not intended to change or limit this Agreement in any manner whatsoever. Individual's obligations under this Agreement shall survive the termination of Individual's services to Red Hat.

- 4) **Injunctive Relief.** Individual agrees that Red Hat would suffer irreparable injury if Individual violates the confidentiality or security provisions herein. Red Hat may seek and obtain injunctive relief against any breach or violation, or threatened breach or violation, of the foregoing without the posting of bond or security.
- 5) **Waiver.** The waiver by either party of any term, condition or provision of this Agreement shall not be construed as a waiver of any other or subsequent term, condition or provision of this Agreement.
- 6) **No Licenses.** Red Hat shall retain all right, title and interest to its Confidential Information. No license under any trademark, patent or copyright or application for same which are now or thereafter obtained by Red Hat is either granted or implied by the disclosure of Confidential Information or granting of Access herein.
- 7) **Modification.** This Agreement can only be modified by a subsequent written agreement executed by the Individual and an authorized representative of Red Hat.

Individual:

Witnessed By:

By: Mohamed Elsodany

By:

Signature: *Mohamed Elsodany*

Signature:

Printed Name: Mohamed Elsodany

Printed Name:

Title: Consultant

Title:

Date: 16-3-2018

Date: