

Welcome to the Red Hat Academy program

Shirishchandra Pandey <shipande@redhat.com>

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To: ACET-PRINCIPAL <principal@acet.ac.in>

Cc: Geomon Joseph <gjoseph@redhat.com>; Veerababu <veerababu.budda@aec.edu.in>

Hello Mr. Rama Krishna Rao TK,
Aditya College of Engineering & Technology, Andhra Pradesh, India

Welcome to Red Hat Academy! Congratulations on being accepted as one of our partners. We are excited to have you in our elite group of affiliated high schools, colleges and universities.

You will soon get the details about your Red Hat Academy Learning Portal (RHALP). In that you can navigate to the Manage Academy Instructors page, Update your contact information and Start adding instructors who will be teaching at your university etc.

After accessing Red Hat Academy Learning Portal (RHALP), you can also review the following materials under the Get Support section: Portal features, Steps to set up new faculty or student users, How to set up labs, Welcome to the program etc.

In the meantime if you have any questions, please feel free to reach out to me. We cannot wait for you, your instructors and students to start the learning journey with Red Hat!

Thanks & Regards,

Shirish V Pandey

APAC Lead - Red Hat Academy

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RED HAT TRAINING

Red Hat Academy Agreement

Red Hat Academy: Program Appendix

1. **Background and Purpose.** This Program Appendix ("**Appendix**") establishes the terms and conditions under which Partner will participate in the Red Hat Academy Program ("**RHA**" or "**Program**") in the Territory. Under the Program, Red Hat provides Partner an Internet deployed and managed Curriculum, Software, and Services and Partner provides the facilities and Teachers and delivers the Courses to Students as set forth in this Appendix. Capitalized terms not defined in this Appendix shall have the meaning given to them in the Partner Agreement between the parties, including the Partner Terms and Conditions.

2. Definitions.

"**Partner**" means a qualified university, academic institution, or entity with a workforce development program that acquires the Red Hat Academy Subscription for its own use to be provided to Partner's Students and without the right to directly or indirectly sell, resell, remarket, or, in whole or in part, otherwise distribute Red Hat Academy. Eligibility of a Partner is determined at Red Hat's sole and exclusive discretion.

"**Appendix Effective Date**" means the first date when both parties have fully accepted or signed the Partner Agreement including this Appendix.

"**Curriculum**" means the Courses, Course Materials, Manuals, and any and all instructional content, assessment, tests, and instructional materials included therein whether in print or electronic format, provided by Red Hat as part of the Red Hat Academy Program.

"**Course**" or "**Courses**" means the specific courses or units of study that may be taught under the RHA and as set forth in Exhibit A, Exhibit C and as otherwise offered by Red Hat under the Red Hat Academy Program.

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"**Course Materials**" means any and all instructional and educational content provided directly or indirectly by Red Hat, including without limitation designs, course names and numbers, course materials, Manuals, methodologies, software, scripts, processes, instructional materials, slides, notes, lab exercises, assessment tools, quizzes, tests, answer keys, scripts, files, instructor guides and/or any other materials in any format, provided in connection with the Curriculum whether distributed in print, electronic, or video format, including, without limitation, Student Kits, Exams, Exam Kits, and Exam Authorizations.

"**Documentation**" means user manuals, training materials, software descriptions and specifications, brochures, technical Services, in any format.

"**Exam**" means a Red Hat performance based certification exam.

"**Manuals**" means those manuals used by Red Hat instructors in instructing Technical Training courses. Manuals are different from the Course Materials and shall not be used in or brought into the Courses.

"**Program Subscription Fee**" means the annual subscription fee paid by Partner that provides Curriculum, Software and Services to the Partner and enables Partner to teach the Curriculum to Students as set forth herein or in separate mutually agreed order.

"**Services**" means Learning Services provided as part of the Program.

"**Student(s)**" is a person enrolled full or part-time in the Partner's school, institution of learning and admitted to a degree awarding program (e.g. diploma, or degree, program, or certificate program) and attends a Course as taught by a Teacher.

"**Student Fee**" shall mean the per Student per Course fee set forth in Exhibit A of this Appendix, if applicable.

"**Software**" means Red Hat Enterprise Linux, JBoss Enterprise Middleware and other software programs branded by Red Hat, its Affiliates and/or third parties including all modifications, additions or further enhancements delivered by Red Hat.

"**Teacher**" is a Partner employee or contractor who meets all qualifications determined by Red Hat who teaches and instructs Courses for the Partner.

"**Technical Training**" means the courses and certification exams offered publicly and commercially by Red Hat on an open enrollment basis. This includes the Student Manuals used by Red Hat instructors in instructing Courses and the Student Manuals included in the Course.

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3. License and Ownership

3.1 License Grant. Upon Partner paying the applicable Fee(s), Red Hat grants Partner a non-exclusive, revocable, fully paid license, with no right to sublicense (including, but not limited to, sell), to use the Curriculum and Course Materials pursuant to the Agreement as follows: (a) distribution of Course Materials is limited to one (1) copy per Instructor and one (1) copy per Student; (b) Curriculum are provided solely for the use by Instructors and Students in the Course and such Curriculum may not be copied or transferred without the prior written consent of Red Hat; and (c) Curriculum must be taught sequentially and completed by Partner in no less than eight (8) weeks. The Curriculum shall not be used to teach or instruct to any person who is not officially enrolled as a Student and admitted to a degree, diploma, or certificate awarding program of Partner.

Notwithstanding the foregoing, all Curriculum is the sole property of Red Hat and its licensors, and are copyrighted by Red Hat unless otherwise indicated therein. Red Hat and its licensors will have sole ownership of any and all Curriculum including but not limited to methodologies, software, processes, or other intellectual property developed during the performance of the Services. Red Hat will provide Software for the use by the Partner and Students in the Course. Use of the Software is subject to the End User License Agreement set forth

http://www.redhat.com/licenses/rhel_rha_eula.html. The Services may only be used by Partner. Partner is solely responsible for providing prerequisite skills, assessing its Students' suitability for use of the Curriculum, delivery of all instruction to Students, all grading and assessment of Students, and handling of all Student and Teacher information. Partner hereby agrees that Software used outside of the Program is covered under terms and conditions of the Enterprise Agreement including Appendix 1, Subscription Services, set forth at www.redhat.com/licenses, which may be amended from time to time by Red Hat in its sole discretion.

3.2 Retained Rights. No part of the Curriculum may be photocopied or duplicated by any means, whether photographic, or electronic, or mechanical, or sold or distributed in any other delivery format whether in print or electronic, or used as the basis for any other training product or service, without written permission from Red Hat. Partner's rights in the Curriculum are limited to those license rights expressly granted under this Appendix, and Red Hat retains all rights not expressly granted. Partner will not (a) modify the Curriculum in any manner; or (b) use the Curriculum for any purpose not specifically permitted by this Appendix. Red Hat and its licensors will own and retain all right, title, and interest in the Curriculum and all therein, including without limitation all changes and suggested by Partner, notwithstanding any use of terms such as "purchase", "sale", or

the like within the Agreement. Partner represents and warrants that its use of the Curriculum will be to fulfill obligations under this Appendix. Any unauthorized use of the Curriculum will be deemed a material breach of the Agreement. Prior to providing Students with access to Curriculum, Partner will require each Student to sign or otherwise assent (in a binding manner) to the Enterprise Agreement with Appendix 2, Training, Training Units, and Consulting Units set forth at <http://www.redhat.com/licenses/>, which may be amended from time to time by Red Hat in its sole discretion. Partner's internal use of Courses or Exams is subject to the Enterprise Agreement with Appendix 2, Training, Training Units, and Consulting Units set forth at <http://www.redhat.com/licenses/>, which may be amended from time to time by Red Hat in its sole discretion.

3.3 Permitted Marks. Partner may only use the logo(s) set forth in Exhibit B to the Program, based upon the Partner level in Exhibit A, in conjunction with the promotion of Partner providing Red Hat Academy Courses to Students. Partner may use Red Hat Distinguished Academy Logo set forth in Exhibit B if all Partner's Teachers are certified Red Hat Professionals for the Red Hat Software Courses they teach. All other Partners may use the Red Hat Academy Logo set forth in Exhibit B. Partner may not use this logo in general advertisements or marketing materials that do not specifically address or support the sale of Courses under the Program.

3.4 Copyright Notices. Partner will ensure that all copies of the Curriculum in Partner's possession or control incorporate copyright and other proprietary notices in the same manner that Red Hat incorporates such notices in the Curriculum or in any manner reasonably requested by Red Hat. Partner will promptly notify Red Hat in writing upon its discovery of any unauthorized use of the Curriculum or infringement of the Curriculum or Red Hat's proprietary rights in the Curriculum.

3.5 Use of Red Hat Software. Any use of Red Hat Software is subject to Red Hat's standard agreements including the Enterprise Agreement set forth at www.redhat.com/licenses/, the applicable Red Hat End User Agreement(s) set forth at www.redhat.com/licenses/eulas and/or any other mutually signed written agreement with Red Hat as applicable.

4. Fees and Payment

4.1 General. Any fees or charges ("**Fees**") will be due and payable by Partner in accordance with the Agreement. Partner may purchase from Red Hat directly, or through an Authorized Red Hat Reseller Partner. If Partner acquires Subscrip

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Courses and/or Services through a Red Hat Academy Program Reseller, the Fees for such Subscriptions, Courses and/or Services will be determined by such Reseller and may vary from the Red Hat Fees.

4.2 **Direct.** If Partner purchases directly from Red Hat, Fees will be identified by Red Hat in an Order Form and are (a) due upon Red Hat's acceptance of an Order Form, and (b) payable in accordance with this section. All Fees are stated in United States Dollars. Partner must pay all Fees within thirty (30) days from the date of invoice, without regard for when, and whether, Partner collects payment from a Student. Fees do not include out-of-pocket expenses or shipping costs. Partner agrees to reimburse Red Hat for its reasonable expenses incurred in performing the Services including travel, lodging and non-routine supplies, in accordance with Red Hat's travel and expense policies. All Fees are non-refundable. Red Hat will invoice Partner upon Red Hat's receipt of a purchase order for any amounts due to Red Hat pursuant to this Agreement; provided, however, that the terms of such purchase order will not amend, supplement or modify the terms of this Agreement or be binding on Red Hat. Red Hat reserves the right to change the credit terms or terminate the Agreement if Red Hat has not received payment within five (5) days of when it is due. Renewal Fees will be the same price listed in the Order Form.

5. **Publicity.** Red Hat and Partner shall each have the right to identify Partner as a Red Hat Academy partner, provided, however, that for any press release, media alert, or other public communication, each party shall obtain the other party's review and written consent before publishing such information in any form

6. Term, Termination and Mandatory Disclosure

6.1 **Term.** Unless otherwise specified in writing by the parties, the initial term of this Appendix shall be one (1) year (the "**Initial Term**"). Thereafter, the term for this Appendix shall renew for successive terms of one (1) year each (each, a "**Renewal Term**"), with each Renewal Term beginning on the anniversary of the Initial Term unless either party gives written notice to the other of its intention not to renew at least sixty (60) days prior to the commencement of the next term. As used herein, the Initial Term and each Renewal Term individually refer to a "**Term**" and collectively the "**Appendix Term.**"

6.2 Termination.

6.2.1 **Termination for Breach.** Notwithstanding anything to the contrary Red Hat may terminate this Appendix as provided for under **Conditions Appendix**, or in the event (a) Partner commits a breach of this Agreement and fails to remedy that breach within 30

days of receipt of notice of breach, or (c) as otherwise provided in the Agreement. Partner may terminate the Appendix in the event Red Hat commits a material breach of the Appendix and fails to remedy such breach within 30 days of receipt of notice of material breach.

6.2.2 Termination for Convenience. Either Party may terminate this Appendix, without prejudice to any other right or remedy, for any reason upon sixty (60) days notice in writing to the other Party.

6.3 Survival. Upon expiration or termination, all rights and obligations of the Parties under this Appendix will terminate immediately except, Section 3.2, 3.4, 4.2, Section 3 of Exhibit A, and Exhibit C will survive such termination or expiration. Termination of this Agreement shall not affect any agreements between Red Hat and any Students.

6.4 Mandatory Disclosure. For the avoidance of doubt, Partner may disclose the existence of this agreement and relevant terms, if it is required to do so by applicable law or regulation. Before disclosing the information, to the extent reasonably practical, Partner shall first notify Red Hat of the disclosure requirement (if it can provide notice without breaching any legal or regulatory requirement).

Exhibit A: Red Hat Academy Subscription

1. **Red Hat Academy Subscription.** Red Hat Academy Subscriptions contain the following:
 - a. Authorization and access to, and use of, the Curriculum in accordance with the terms set forth herein. The Program Fee includes Curriculum and Fees for the initial two hundred (200) Students. Additional Student Curriculum access may be purchased on a per Student basis;
 - b. Exams and exam delivery are not included in the Red Hat Academy Subscription and may be purchased separately; and
 - c. A list of standard Course offerings in the Red Hat Academy is available from Red Hat or a Red Hat Academy Reseller.
2. **Partner Requirements.**
 - a. Partner is solely responsible for providing pre-requisite skills, assessing Student's suitability for use of the Course(s) and Curriculum, appropriate use of any internet access, delivery of all instruction to Students, all grading and assessment of Students, and handling of all Student information.
 - b. Partner must notify Red Hat of the number of Students in each Course within one business day after the Course begins.
 - c. Partner will provide Students with access to such labs may be purchased through a Red Hat Lab Partner, through a

third party cloud hosting provider authorized to provide such software lab access, or may be provided by the Partner through its own resources.

d. Partner shall maintain at least one (1) Red Hat Certified Professional during the Appendix Term. Partner will notify Red Hat upon appointment or replacement of Red Hat Certified Professionals.

3. **Red Hat Academy Subscription Fees.** Partner shall pay the Program Fee, if applicable, annually, before the beginning of the Initial Term and each Renewal Term. Courses and additional services can be ordered by Partner from a Red Hat Academy Reseller. All Red Hat Services purchased during the Appendix Term must be used within each one (1) year Term in which it was purchased or such Red Hat Services shall be forfeited.

Exhibit B: Red Hat Academy Program Marks

Red Hat Academy:

**RED HAT®
ACADEMY**

**RED HAT®
ACADEMY**

**RED HAT®
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Exhibit C: Red Hat Academy, Courses, and Additional Services

Red Hat Services

SKU:	Title	Description	Price	Term
RHA100	Red Hat Academy Standard Program	Access for 200 students to approved Red Hat Academy courses	\$0	1 year

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RHA101	Red Hat Academy Standard Program: Add-on Student	Access for 1 student to approved Red Hat Academy courses	\$0	1 year
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Note 1: All Red Hat Academy Program services purchased during the Appendix Term must be used within each one (1) year Term in which it was purchased or such services shall be forfeited.



ABOUT

We're the world's leading provider of enterprise open source solutions, using a community-powered approach to deliver high-performing Linux, cloud, container, and Kubernetes technologies. We help you standardize across environments, develop cloud-native applications, and integrate, automate, secure, and manage complex environments with award-winning support, training, and consulting services.

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PLEASE READ THIS AGREEMENT CAREFULLY BEFORE USING ACCESSING OR CONSUMING THE SOFTWARE OR SERVICES FROM RED HAT. BY CLICKING YOUR ASSENT OR USING, ACCESSING OR CONSUMING THE RED HAT 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 SOFTWARE OR SERVICES.

These Partner Terms and Conditions, along with a duly executed Partner Acceptance Document, authorizes you to participate in a Red Hat Partner Program as set forth in the Partner Acceptance Document (or as otherwise agreed in writing) in the Territory authorized by Red Hat and sets forth the terms of your participation. If no Territory is identified above, the Territory will default to the country based on your address. The Red Hat Partner Terms and Conditions is comprised of the terms and conditions contained herein including the Program Appendix, any referenced documents or links, and any Red Hat transaction documents entered into pursuant to these terms (collectively, the "Agreement").

1. Purpose

Red Hat designs programs for its partners ("**Programs**") to promote Red Hat Products, enhance the satisfaction of Red Hat's End Users and augment the expertise and resources of partners. Partner's participation in a Program(s) is governed by (a) Partner Acceptance Document including these Partner Terms and Conditions; (b) the applicable Program Appendix(ices) which have been agreed to by the Parties; and (c) any transaction documents (subject to this Agreement) for Red Hat Products and/or Services (each, an "**Order Form**").

"**Red Hat**" means Red Hat, Inc. with a principal place of business of 100 East Davie Street, Raleigh, North Carolina 27601, U.S.A. Red Hat "**Products**" and "**Services**" mean the specific Red Hat branded offerings set forth in a Program Appendix. The "**Software**" means the Red Hat branded software contained in the Red Hat Products, including any Updates in any form (e.g. binary, source or recompiled), that are delivered by or obtained from Red Hat, directly or indirectly, provided that Software does not include optional third party software set forth at <https://www.redhat.com/licenses/thirdparty/eula.html>. "**Updates**" mean software fixes, upgrades, enhancements, additions, corrections and modifications, if and when available. Red Hat and Partner are collectively referred to as the "**Parties**" and may be referred to individually as a "**Party**". "**End User**" is defined in the Program Appendices.

2. Programs, Application Process and Acceptance

Program Appendices and Program Guides may be amended by Red Hat at the time of renewal of the applicable Program Appendix, provided if you do not agree with the terms of the new Program Guide, you may elect not to renew the applicable Program Appendix in accordance with the terms of such Program Appendix. Your election to renew a Program Appendix following Red Hat's notice to you of the amended Program Appendices and Program Guides constitutes your acceptance of such amended Program Appendices and Program Guides. Any such amended Program Appendices and Program Guides will apply from and after the date of renewal of the applicable Program Appendix. Unless otherwise agreed in writing, any subscriptions for Red Hat Products or Services purchased under a Program Appendix will commence upon the earlier of (a) the first use of such Product or Service, (b) the purchase date of such Product or Service or (c) the commencement date set forth in the Order Form.

3. Affiliate Authorizations

Partner's Affiliate(s) may participate in a Program only upon (a) approval by Red Hat, including with regard to Program level and credit terms, and (b) execution of a written participation agreement with Red Hat or its Affiliate(s) to bind the Partner Affiliate to this Agreement. "**Affiliate**" means an entity that owns or controls, is owned or controlled by, or is under common control or ownership with a Party, where "control" is the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of an entity, whether through ownership of voting securities, by contract or otherwise.

4. Territory

Partner may participate in the Program(s) only in the Territory designated in this Agreement. Red Hat and Partner may elect to expand the Territory, add Affiliates and/or establish different terms and conditions (e.g. currency, taxes, entities, etc.) by mutual written agreement, which may take the form of a Partner Acceptance Document or written participation agreement subject to this Agreement.

5. Fees

Fees, if applicable, will be as indicated in each appropriate Program Appendix and/or Order Form, and will be due and payable as set forth in such Program Appendix or Order Form subject to this Agreement. All amounts owed under the Agreement are to be paid in U.S. Dollars.

6. Billing, Payment and Taxes

If Partner acquires Red Hat Products and/or Services directly from Red Hat, Red Hat will invoice Partner as set forth herein and may require receipt of a purchase order for any amounts due to Red Hat; provided, however, that any terms contained in a purchase order will not amend, supplement or modify the terms of this Agreement or be binding on Red Hat. Partner must pay all sums due to Red Hat either (a) net thirty (30) days from the date of invoice if Red Hat has approved Partner for such credit terms or (b) if Partner has not been approved for net thirty (30) day credit terms, then on a prepaid basis, in each case without regard to when or whether Partner collects payment from its customer(s). Partner will reimburse Red Hat for all costs and expenses incurred by Red Hat in connection with the collection of overdue amounts, including without limitation reasonable attorneys' and/or legal fees. All amounts payable shall be exclusive of any Taxes. Partner will pay to Red Hat, in addition to any amounts due to Red Hat for Red Hat Products or Services, an amount equal to any Taxes arising from or relating to this Agreement that are paid or are payable by Red Hat unless Partner presents Red Hat with a valid tax exemption or resale certificate. "**Taxes**" means any form of taxation of whatever nature and by whatever authority imposed, exclusive of any taxes based on the net income of Red Hat. In the event of a cross-border transaction, if Partner is required under any applicable law or regulation, domestic or foreign, to withhold

or deduct any portion of the payments due to Red Hat, then the sum payable to Red Hat will be increased by the amount necessary for Red Hat to receive an amount equal to the sum it would have received had no withholdings or deductions been made. The Parties will work together in good faith to minimize adverse tax consequences created by cross-border transactions. Any payments more than thirty (30) days past due will be subject to a late fee of one and one-half percent (1½%) per month, or the maximum rate allowable by law, whichever is less.

7. Verifications

During the Term and for at least two (2) years thereafter, Partner will keep and maintain commercially reasonable written records regarding Partner's use and distribution of the Red Hat Products and Services and business activities related to the Program(s) ("**Records**"). Red Hat may, at its own expense, verify the Records to determine Partner's compliance with this Agreement. This verification may take the form of requests for information, documents or records (to which Partner will respond promptly), on-site visits (for which Partner shall grant Red Hat the requisite access), or both. The Parties will act reasonably and cooperate with each other in respect of such verifications. Any on-site visit will occur during regular business hours and will not interfere unreasonably with Partner's business. For an on-site visit, Red Hat will give Partner at least thirty (30) day's prior written notice.

8. Trademarks

8.1 The term "**Red Hat Marks**" means the trademarks owned by Red Hat or a Red Hat Affiliate that are set forth in an applicable Program Appendix. Red Hat grants Partner a non-exclusive, non-transferable, royalty-free, revocable license in the Territory and during the Term to use the Red Hat Marks solely in connection with the marketing and distribution of Red Hat Products and/or Services as permitted in this Agreement, without the right to sublicense. Partner agrees to use the Red Hat Marks only as stated in this Agreement, and in doing so, to follow the standards of quality established by Red Hat and to adhere to the trademark usage guidelines found at: <http://www.redhat.com/about/corporate/trademark/guidelines> as amended from time to time and any other trademark terms contained in a Program Appendix (the "**Red Hat Trademark Guidelines**"). Any other use of Red Hat Marks is not permitted. Partner will provide Red Hat with representative samples of the use of Red Hat Marks contained within any materials including web pages, marketing, advertising, promotional and collateral materials ("**Promotional Materials**").

8.2 All goodwill created by the use of Red Hat Marks by Partner is for the sole benefit of, and accrues to Red Hat. Partner acquires no right, title or interest in Red Hat Marks or the goodwill associated with them, other than the right to use Red Hat Marks in accordance with this Agreement. Partner will not challenge the validity of Red Hat Marks, nor assist anyone in challenging their validity. Partner agrees not to make any application to register any Red Hat Mark or any domain names containing a Red Hat Mark, and not to use or register any trade name, trademark, service mark, slogan, logo or domain name that is confusingly similar to, or a reference to, any Red Hat trade name, trademark or service mark during or after the Term of this Agreement. Partner may not disparage Red Hat, Red Hat Marks or Red Hat Products and Services.

9. Additional Requirements

9.1 Red Hat reserves all rights not expressly granted in this Agreement and all rights not expressly granted to the Red Hat Products and Services (including rights under any trademarks, copyrights, patents or other intellectual property of Red Hat). Partner will not use Red Hat Products or Services to create an offering competitive with Red Hat, directly or indirectly, or, unless specifically permitted in this Agreement, for the benefit of any other person or entity or permit any third party to make such use. If Red Hat determines that any of the Red Hat Products or Services is being used (in whole or in part) by Partner in any way to (a) avoid paying fees that would otherwise be due hereunder, (b) provide Services to third parties outside of the scope of a Program or (c) create revenue without payment of fees to Red Hat for Red Hat Products or Services, Red Hat may immediately suspend performance and/or terminate this Agreement and any Program, and reserves its rights to exercise any and all legal and equitable remedies available to it.

9.2 For each Red Hat Product (or Partner product that incorporates a Red Hat Product or Service, in whole or in part) that Partner sells to an End User under a Program Appendix, Partner shall purchase the equivalent Red Hat Product with respect to such conditions as the term (1 or 3 years) and support level. For example, if the End User purchases a one year 24x7 support level Red Hat Enterprise Linux product from Partner, Partner shall purchase a one year Premium (24x7) Red Hat Product from Red Hat. Similarly, Partner is only authorized to resell the complete Red Hat Product it purchased and is not permitted to decouple the Red Hat Product or sell it in parts. For example, Partner will not purchase a one year Red Hat Product from Red Hat and then break it into multiple shorter increments of time for resale. Partner will work with Red Hat to ensure that its resale of Red Hat Products to End Users is consistent with the terms for the Red Hat Products purchased.

9.3 Without limiting the generality of Sections 9.1 or 9.2 above, Partner agrees: (i) not to modify the Red Hat Products or Services in any manner unless agreed to by Red Hat in writing and (ii) not to use or resell the Red Hat Products or Services in any manner or for any purpose not permitted by this Agreement, including, without limitation, for Partner's own internal or production use, other than as may be expressly permitted in the applicable Program Appendix or by any applicable mandatory rule of law. For certain Programs and only during the term of the Program, Red Hat may provide Partner with access to non-production, evaluation, development kits and/or not for resale (aka "**NFR**") Red Hat Products for the sole purpose of testing and/or supporting its partners and/or End Users on issues related to Partner's rights and obligations hereunder. Should Partner resell or use its access to such Red Hat Products for Partner's own internal or production use other than as expressly permitted in the applicable Program Appendix, Partner agrees to purchase the appropriate Red Hat Product(s) under Red Hat's standard terms for such resale and/or use, and to pay the applicable fee for all periods. This Agreement establishes the rights and obligations associated with Red Hat's Programs, Products and Services, and is not intended to limit Partner's rights to software code under the terms of an open source license.

10. Intellectual Property

Partner agrees that all trade name, trademark, service mark, copyright, patent, trade secret, domain name and all other intellectual and industrial property rights anywhere in the world, including moral rights, and all applications, provisional applications, registrations, continuations and renewals thereof, and all associated goodwill (present or future) in and to the Red Hat Products and Services, are and will, as among the Parties, be owned by and vested in Red Hat or its licensors, notwithstanding any use of terms such as "purchase," "sale"

or the like within this Agreement. Red Hat may provide access to third party software programs with the Red Hat Software that are not part of the Red Hat Software. These third party programs are (a) not required to run the Red Hat Software, (b) provided as a convenience, and (c) subject to their own license terms. The license terms either accompany the third party software programs and/or may be viewed at <http://www.redhat.com/licenses/thirdparty/eula.html>. If Partner does not agree to abide by the license terms for the third party software programs, then Partner may not install, use or distribute them.

11. Limited Warranties, Limitation of Liability, Disclaimer of Damages and Insurance and Indemnity

11.1 General Representations and Warranties. Red Hat represents and warrants that: (a) the Services will be performed in a professional and workmanlike manner by qualified personnel; (b) it has the authority to enter into this Agreement with Partner; and (c) to Red Hat's knowledge, Red Hat branded Software does not, at the time of delivery to Partner, include malicious code for the purpose of damaging or corrupting the Software.

11.2 Disclaimer of Warranties. EXCEPT AS SET FORTH IN SECTION 11.1 ABOVE, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE RED HAT PRODUCTS AND SERVICES ARE PROVIDED "AS IS" AND WITHOUT WARRANTIES OR CONDITIONS OF ANY KIND, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT AND FITNESS FOR A PARTICULAR PURPOSE. Partner will make no representations or warranties on behalf of Red Hat regarding the Red Hat Products or Services in connection with the distribution of the Red Hat Products or Services or otherwise.

11.3 Limitation of Liability. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, FOR ALL EVENTS AND CIRCUMSTANCES, RED HAT'S AND ITS AFFILIATES' AGGREGATE AND CUMULATIVE LIABILITY TO PARTNER AND ITS AFFILIATES ARISING OUT OF OR RELATING TO THIS AGREEMENT AND ANY ORDER FORM HEREUNDER, INCLUDING WITHOUT LIMITATION ON ACCOUNT OF PERFORMANCE OR NON-PERFORMANCE OF OBLIGATIONS, REGARDLESS OF THE FORM OF THE CAUSE OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING, WITHOUT LIMITATION, NEGLIGENCE), STATUTE OR OTHERWISE WILL BE LIMITED TO DIRECT DAMAGES AND WILL NOT EXCEED THE TOTAL AMOUNT PAID TO RED HAT AND ITS AFFILIATES BY PARTNER AND ITS AFFILIATES UNDER THIS AGREEMENT DURING THE TWELVE (12) MONTHS PRECEDING THE FIRST EVENT GIVING RISE TO LIABILITY FOR THE RED HAT PRODUCT OR SERVICE THAT IS THE SUBJECT MATTER OF THE CLAIM OR U.S. \$5,000.00, WHICHEVER IS GREATER. THE FOREGOING LIMITATION SHALL NOT APPLY TO CLAIMS FOR BODILY INJURY (INCLUDING DEATH) AND DAMAGE TO TANGIBLE PERSONAL PROPERTY CAUSED BY THE NEGLIGENCE OF RED HAT OR ITS EMPLOYEES.

11.4 Disclaimer of Damages. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS AGREEMENT OR ANY ORDER FORM, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL RED HAT OR ITS AFFILIATES BE LIABLE TO THE PARTNER OR ITS AFFILIATES FOR: ANY CLAIM BASED UPON A THIRD PARTY CLAIM; ANY INCIDENTAL, CONSEQUENTIAL, SPECIAL, INDIRECT, EXEMPLARY OR PUNITIVE DAMAGES, WHETHER ARISING IN TORT, CONTRACT, OR OTHERWISE; OR FOR ANY DAMAGES ARISING OUT OF OR IN CONNECTION WITH ANY MALFUNCTIONS, DELAYS, LOSS OF DATA, LOST PROFITS, LOST SAVINGS, INTERRUPTION OF SERVICE, LOSS OF BUSINESS OR ANTICIPATORY PROFITS, EVEN IF RED HAT OR ITS AFFILIATES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. Without limiting the generality of the foregoing disclaimer, Red Hat Products and Services are not specifically designed, manufactured or intended for use in (a) the planning, construction, maintenance, control or direct operation of nuclear facilities, (b) aircraft navigation, control or communication systems, weapons systems or (c) direct life support systems. Partner agrees that it is solely responsible for the results obtained from the use of the Red Hat Products and Services.

11.5 Insurance and Indemnity. Partner shall put in place and at all times maintain during the Term and for two (2) years thereafter, at its own cost and expense, appropriate and sufficient commercial general liability insurance with a reputable insurance company to cover the activities of Partner contemplated in this Agreement. The premiums for these policies of insurance shall be the responsibility of Partner. Upon request, Partner will provide Red Hat certificates of insurance for all insurance coverage. Partner will indemnify and hold harmless Red Hat from any and all liability, losses, costs, damages or expenses, including reasonable attorney's, solicitor's or legal fees and costs, resulting from or arising out of third party demands or claims against Red Hat relating to any of Partner's actions including, but not limited to, performance or non-performance under this Agreement.

12. Publicity and Confidentiality

12.1 Publicity. Partner will keep confidential and will not disclose, market or advertise to third parties the terms of this Agreement (including the fees paid hereunder). Partner or Red Hat may reference its relationship with the other, in the normal course of business including during earnings calls, discussions with analysts, meetings with the press, customer briefings, general marketing activities and in regulatory filings. Neither Party will issue formal press releases or other similar activities referencing the other Party without the written consent of the other Party.

12.2 Confidential Information. The Parties agree that Confidential Information provided under this Agreement will be held and maintained in confidence and each Party will use at least the same degree of care to protect such Confidential Information that it uses to protect its own confidential information, but in no event less than reasonable care. The recipient may use Confidential Information of the other Party only for the purposes of exercising its rights and fulfilling its obligations under this Agreement. Confidential Information may be disclosed only to Affiliates, employees, agents and contractors with a need to know, and to its auditors and legal counsel, provided in each case they are under a written obligation or legal duty to keep such information confidential using standards of confidentiality not less restrictive than those required by this Agreement. "**Confidential Information**" means all information and materials disclosed by either Party to the other during the Term that is either marked confidential or, by the nature of the information or the circumstances surrounding its disclosure, would reasonably be considered confidential. Confidential Information does not include information that (i) is or later becomes publicly available without breach of this Agreement, or is disclosed by the disclosing Party without obligation of confidentiality; (ii) is known to the recipient at the time of disclosure by the disclosing Party without obligation of confidentiality; (iii) is independently developed by the recipient without use of the Confidential Information; (iv) becomes lawfully known or available to the recipient without restriction from a source having the lawful right to disclose the information; (v) is generally known or easily ascertainable by parties of ordinary skill in the business of the

recipient; or (vi) is software code in either object code or source code form that is licensed under an open source license. Except in relation to Partner's obligations pursuant to Section 12.1, both Parties agree that obligations of confidentiality will exist for a period of two (2) years following initial disclosure of the particular Confidential Information.

13. Termination

13.1 Term. This Agreement begins on the Effective Date and continues until the expiration or termination of all applicable Program Appendices ("**Term**"). The term of each Program Appendix is independent of the term of any other Program Appendix. "**Effective Date**" means the first date when both Parties have fully accepted or signed the Agreement.

13.2 Termination by Red Hat or Partner. Red Hat may (without prejudice to any other right or remedy) terminate this Agreement in whole or in part (including any Program Appendix and Partner's participation in any Program) for any reason at any time upon ninety (90) days prior written notice to Partner. If Partner or Red Hat breaches the terms of this Agreement, and the breach is not cured within thirty (30) days after written notice of the breach is given to the breaching Party (except for payment obligations, in which case five (5) days), then the other Party may, by giving written notice of termination to the breaching Party, terminate this Agreement in whole or in part (including any Program Appendix and Partner's participation in any Program) without prejudice to any other right or remedy; unless a shorter cure period is otherwise stated under this Agreement or in the applicable Program Appendix and provided that no cure period is required for a breach of Sections 8, 9.1, 12.2 or 14.3 hereof.

13.3 Effect of Agreement Termination or Expiration. Termination or expiration of this Agreement in whole for any reason will immediately terminate Partner's participation in any and all Programs. Upon such termination or expiration, Partner will immediately (i) cease referring to itself as a Red Hat Partner, or any other title associated with the Program, and using those titles in any communication or advertising; (ii) to the extent applicable, cease all promotion, demonstration, sale(s) and distribution of the Red Hat Products and/or Services; (iii) cease all use of the Red Hat Marks; (iv) return or destroy, at Red Hat's option, all printed materials containing Red Hat Marks, including all documentation and Promotional Materials; and (v) remit all fees due to Red Hat within fifteen (15) days of such termination or expiration. If the termination is not the result of a Partner breach, the Partner will be entitled to sell, for a period of no longer than sixty (60) days after termination, any of its inventory of Red Hat Products (subject to this Agreement) for which Red Hat has been fully paid and that are required to fulfill any unperformed contracts of Partner outstanding at the date of termination or expiration. All rights and obligations of the Parties under this Agreement and all applicable Program Appendices will terminate immediately, except that obligations under Sections 6, 7, 8.2, 10, 11.2 – 11.5, 12, 13.3 - 13.4, 14.1 - 14.3, 14.6, 15, 16, and 17 hereof, and any Partner payment obligations will survive such termination or expiration. Termination of this Agreement shall not affect any agreements between Red Hat and any End User.

13.4 No Compensation. Upon termination or expiration of this Agreement for any reason or at any time, Red Hat will have no obligation to Partner (except as Red Hat otherwise may be liable to Partner for Red Hat's material breach of this Agreement), or to any employee, agent or representative of Partner, for compensation or for damages of any kind, whether on account of the loss by Partner or such employee, agent or representative of present or prospective sales, investments, compensation or goodwill. Partner hereby indemnifies and holds Red Hat harmless from and against any and all claims, costs, damages and liabilities whatsoever asserted by any employee, agent or representative of Partner under any applicable cancellation, termination, labor, social security, payments under national insurance, or other laws or regulations.

14. General Provisions

14.1 Governing Law and Venue. Any claim, controversy or dispute arising out of or related to this Agreement is governed by the substantive laws of the State of New York. To the extent permissible by law, the terms of the United Nations Convention on Contracts for the International Sale of Goods will not apply, even where adopted as part of the domestic law of the country whose law governs the Agreement. Any claim, controversy or dispute arising out of, or in connection with, or with respect to the validity, interpretation and/or enforcement of the Agreement, including the breach, will be settled exclusively in the state or federal courts of Wake County, North Carolina.

14.2 Notices. All notices, consents, waivers and other communications required or permitted by this Agreement must be in English, in writing, and will be deemed given when (a) delivered to the appropriate address by hand or by nationally recognized overnight courier service (costs prepaid); (b) sent by facsimile or e-mail with written confirmation of transmission by the transmitting equipment delivered promptly thereafter; or (c) received by the addressee, if sent by certified mail, return receipt requested, in each case to the following addresses, facsimile numbers or e-mail addresses and marked to the attention of the person (by name or title) designated hereafter (or to such other address, facsimile number, e-mail address or person as a party hereto may designate by notice to the other parties hereto): For Partner: the most current address/fax number indicated by Partner to Red Hat in writing; For Red Hat: General Counsel, Red Hat, Inc., 100 East Davie Street, Raleigh, North Carolina 27601; Facsimile: +1 (919) 754-3704.

14.3 Compliance with Law and Export Controls.

14.3.1 As between Red Hat and Partner, Partner (a) understands that countries, including the U.S., may restrict the import, use, export, re-export or transfer of encryption products and other controlled materials (which may include Red Hat Products, Services or related technical information) ("**Controlled Materials**"); (b) will be solely responsible for compliance with any such import, use, export, re-export or transfer restrictions in connection with Partner's use, sale and/or distribution of Controlled Materials; and (c) will be the importer and exporter of record of the Controlled Materials that Partner uses, sells and/or distributes, and is responsible for all associated obligations, including but not limited to, paying all import duties and tariffs, and obtaining any required regulatory approvals, registrations, and export and import licenses.

14.3.2 Partner acknowledges that Red Hat may be prohibited from providing Controlled Material(s) if Red Hat has knowledge or reason to believe that a violation of the applicable law will or has occurred.

- 14.3.3** As required by U.S. law, Partner represents and warrants that it: (a) understands that certain of the Controlled Materials are of U.S. origin and subject to export controls under the U.S. Export Administration Regulations (the "EAR"); (b) is not located in (or owned or controlled by any person or entity located in) any country listed in Country Group E:1 in Supplement No. 1 to part 740 of the EAR or by any person or entity listed on the U.S. Department of Treasury Office of Foreign Assets Control ("OFAC") list of Specially Designated Nationals and Blocked Persons ("SDNs") (and is not 50% or more owned or controlled by any one or more persons or entities identified on the SDN list); (c) will not export, re-export or transfer the Controlled Materials to (1) any prohibited destination, (2) anyone who has been prohibited from participating in U.S. export transactions by any federal agency of the U.S. government or (3) any end user who Partner knows or has reason to know will use them in the design, development or production of nuclear, chemical or biological weapons, or rocket systems, space launch vehicles, or sounding rockets, or unmanned air vehicle systems or any other prohibited use under the EAR; and (d) understands and agrees that if it is in the United States and exports, re-exports or transfers the Controlled Materials to eligible end users, it will, to the extent required by EAR Section 740.17(e), submit semi-annual reports to the U.S. Commerce Department's Bureau of Industry and Security, that include the name and address (including country) of each transferee.
- 14.3.4** Partner and its Affiliates and any other persons performing any activities related to this Agreement, 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 (collectively, the "Anti-Corruption Laws"), and will not engage in conduct that would cause Red Hat to violate any law or regulation including the Anti-Corruption Laws. None of Partner or its Affiliates, or any other persons performing activities related to this Agreement shall, directly or indirectly, offer, pay, promise to pay, or authorize the payment of anything of value to any government or public official to influence that government or public official in his or her official capacity, in order to retain or obtain business for Partner or Red Hat, or to secure any improper advantage for Partner or Red Hat. For purposes of this Agreement, government or public official includes employees and officers of a government agency, department or instrumentality, as well as the employees or officers of government-owned or government-controlled companies, public international organizations, political parties and candidates for political office. None of Partner or its Affiliates, or any other persons performing activities related to this Agreement shall, directly or indirectly, offer, promise or give a financial or other advantage to any person in order to induce the recipient to improperly perform any relevant function or activity, or to reward the recipient for the improper performance of any relevant function or activity, nor shall they solicit or accept a financial or other advantage from any person in exchange for the improper performance of any relevant function or activity. Partner will not submit any falsified documents or records to Red Hat. Partner represents and warrants that none of its shareholders, owners, partners, officers or directors ("**Partner Officials**") is a government or public official and that if any of the Partner Officials becomes a government or public official, Partner will immediately notify Red Hat in writing in accordance with the terms of this Agreement. Partner will not permit its resellers or partners or any other third-party business partners (collectively, "**Supply Chain Entities**") acting on behalf of Partner in connection with the services performed under this Agreement to do anything that would violate or cause Red Hat to violate any law or regulation including the Anti-Corruption Laws. If Red Hat believes that Partner or any Supply Chain Entity has breached or may breach any of the provisions of this Section or a notice is provided pursuant to this Section, Red Hat may terminate the Agreement or suspend its performance without any liability to Partner.
- 14.3.5** Partner will not engage in any activity that is prohibited under the Anti-boycotting Act (50 USCA 2407) and the Restrictive Trade Practices or Boycotts Regulations of the EAR (set forth in 15 CFR Part 760) and shall comply with any applicable reporting requirements thereunder.
- 14.4 No Assignment.** This Agreement is only assignable by Partner with Red Hat's prior written consent. Any assignment made by Partner without Red Hat's prior written consent will be void and Red Hat will not be required to recognize the assignment. Red Hat may assign any or all of its rights and delegate or novate any or all of its obligations hereunder without the prior approval of Partner. At the request of Red Hat, Partner will execute any papers or documents reasonably necessary to give effect to such assignment or novation. Partner shall promptly notify Red Hat of any material change to its ownership structure.
- 14.5 Independent Contractor.** Partner and Red Hat are independent contractors for all purposes, without express or implied authority to bind the other. Neither Party nor its employees, agents or contractors is entitled to any employee benefits of the other. Each Party will be responsible for all costs and expenses incident to performing its business. Nothing in this Agreement shall be deemed to constitute a partnership or to create a relationship of principal and agent between the Parties for any purpose.
- 14.6 Force Majeure.** Neither Party will be liable for nonperformance or delays caused by acts of God, wars, riots, strikes, fires, floods, earthquakes, government restrictions, terrorist acts or other causes beyond its reasonable control. Upon the occurrence of any of the foregoing, the date of performance will be deferred for a period of time equal to the time lost by reason of the delay. This section does not relieve either Party of its obligation(s) to make payments.
- 15. Miscellaneous.**
- (a) All headings contained in this Agreement are inserted for identification and convenience, and will not be deemed part of this Agreement for purposes of interpretation. (b) If any provision of this Agreement is held invalid or unenforceable for any reason, but would be valid and enforceable if appropriately modified, then such provision will apply with the modification necessary to make it valid and enforceable. If such provision cannot be so modified, the Parties agree that such invalidity will not affect the validity of the remaining provisions of the Agreement. (c) The delay or failure of either Party to exercise any rights hereunder will not constitute or be deemed a waiver or forfeiture of such rights. No waiver will be valid unless in writing and signed by an authorized representative of the Party against whom such waiver or forfeiture is sought to be enforced. (d) If there is a conflict between the Partner Terms and Conditions in this Appendix 1 and any applicable Program Appendix, Program Guide(s), End User License Agreement or any other Program literature, the terms will be interpreted in the following order (1) the applicable Program Appendix, (2) the Partner Terms and Conditions, (3) the End User License Agreement, and (4) the Program Guide. (e) Except as otherwise provided in Section 2, this Agreement may not be changed except by written instrument signed by authorized signatories of the Parties, that makes specific reference to this Agreement. (f) This Agreement may be executed in counterparts, each of which will be deemed an original and all of which will constitute one and the same instrument. The Parties may exchange electronic signatures and signature pages electronically and such signatures will be effective to bind the Parties. (g) The Parties acknowledge that

they have each reviewed and participated in settling the terms of this Agreement. Furthermore, the Parties agree that any rule of construction to the effect that any ambiguities are to be resolved against the drafting Party will not be employed in the interpretation or construction of this Agreement.

16. Waiver of Jury Trial.

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, EACH PARTY WAIVES THE RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.

17. Entire Agreement

17.1 This Agreement will constitute the exclusive terms and conditions with respect to the subject matter of this Agreement. It replaces and extinguishes all prior agreements, draft agreements, arrangements, collateral warranties, collateral contracts, statements, assurances, representations and undertakings of any nature made by or on behalf of the Parties, whether oral or written, in relation to that subject matter including any different or additional terms that may be contained in the form of a purchase order or other document used by Partner even if such purchase order or other document is dated subsequent to the date of this Agreement.

17.2 Each Party acknowledges that in entering into this Agreement it has not relied upon any oral or written statements, collateral or other warranties, assurances, representations or undertakings which were made by or on behalf of the other Party in relation to the subject-matter of this Agreement at any time before its signature (together Pre-Contractual Statements), other than those which are set out in this Agreement.

17.3 Each Party hereby waives all rights and remedies which might otherwise be available to it in relation to such Pre-Contractual Statements.

17.4 Nothing in this Section 17 shall exclude or restrict the liability of either Party arising out of its pre-contract fraudulent misrepresentation or fraudulent concealment.

18. Authorized Signatures.

Partner may assent to this Agreement either by (a) accepting this Agreement in an on-line transaction at the Partner Portal (<http://www.redhat.com/en/partners>) or a Red Hat designated successor to such URL or (b) signing a physical copy of this Agreement and forwarding it to the appropriate Red Hat office. For Partners in North America who wish to submit a physical copy of the signed Agreement, please submit ALL pages to nacontracts@redhat.com via pdf, send a fax to +1 (919) 754-3729, or mail to Red Hat, Inc., Attention: Contract Administrator, 100 East Davie Street, Raleigh, North Carolina 27601.

1. **Background and Purpose.** This Program Appendix (“**Appendix**”) establishes the terms and conditions under which Partner will participate in the Red Hat Academy Program (“**RHA**” or “**Program**”) in the Territory. Under the Program, Red Hat provides Partner an Internet deployed and managed Curriculum, Software, and Services and Partner provides the facilities and Teachers and delivers the Courses to Students as set forth in this Appendix. Capitalized terms not defined in this Appendix shall have the meaning given to them in the Partner Agreement between the parties, including the Partner Terms and Conditions.

2. **Definitions.**

“**Appendix**” means this Red Hat Certified Training Partner Program Appendix, including the terms and conditions governing the relationship between the Parties as contemplated by this Appendix, and further subject to the terms and conditions of the Partner Acceptance Document (“PAD”), to which this Appendix shall be an attachment.

“**Curriculum**” means the Courses, Course Materials, Manuals, and any and all instructional content, assessment, tests, and instructional materials included therein whether in print or electronic format, provided by Red Hat as part of the Red Hat Academy Program.

“**Course**” or “**Courses**” means the specific courses or units of study that may be taught under the RHA and as set forth in Exhibit A, Exhibit C and as otherwise offered by Red Hat under the Red Hat Academy Program.

“**Course Materials**” means any and all instructional and educational content provided directly or indirectly by Red Hat, including without limitation designs, course names and numbers, course materials, Manuals, methodologies, software, scripts, processes, instructional materials, slides, notes, lab exercises, assessment tools, quizzes, tests, answer keys, scripts, files, instructor guides and/or any other materials in any format, provided in connection with the Curriculum whether distributed in print, electronic, or video format, including, without limitation, Student Kits, Exams, Exam Kits, and Exam Authorizations. Any of the foregoing may be modified by Red Hat, from time-to-time, at its sole discretion.

“**Documentation**” means user manuals, training materials, software descriptions and specifications, brochures, technical manuals, license agreements, supporting materials and other printed information provided in connection with the Learning Services, in any format.

“**Effective Date**” means the first date when both parties have fully accepted or signed the Partner Agreement including this Appendix.

“**Exam**” means a Red Hat performance based certification exam.

“**Partner**” means a qualified university, academic institution, or entity with a workforce development program that acquires the Red Hat Academy Subscription for its own use to be provided to Partner’s Students and without the right to directly or indirectly sell, resell, remarket, or, in whole or in part, otherwise distribute Red Hat Academy. Eligibility of a Partner is determined at Red Hat’s sole and exclusive discretion.

“**Program Subscription Fee**” means the annual subscription fee paid by Partner that provides Curriculum, Software and Services to the Partner and enables Partner to teach the Curriculum to Students as set forth herein or in separate mutually agreed order.

“**Services**” means Learning Services provided as part of the Program.

“**Student(s)**” is a person enrolled full or part-time in the Partner’s school, institution of learning and admitted to a degree awarding program (e.g. diploma, or degree, program, or certificate program) and attends a Course as taught by a Teacher.

“**Student Kit**” means the individually printed and packaged, digital or online Course Materials required for one (1) Student enrolled in a single Course.

“**Software**” means Red Hat Enterprise Linux, JBoss Enterprise Middleware and other software programs branded by Red Hat, its Affiliates and/or third parties including all modifications, additions or further enhancements delivered by Red Hat.

“**Teacher**” is a Partner employee or contractor who meets all qualifications determined by Red Hat who teaches and instructs Courses for the Partner.

“**Teacher Kit**” means a set of materials, including a copy of the Red Hat Academy Student Kit as well as supplemental Instructor materials, assembled by Red Hat solely for use by a Red Hat Academy instructor in delivering Red Hat Academy classes.

3. License and Ownership

- 3.1 License Grant.** Upon Partner paying the applicable Fee(s), Red Hat grants Partner a non-exclusive, revocable, fully paid license, with no right to sublicense (including, but not limited to, sell), to use the Curriculum and Course Materials pursuant to the Agreement as follows: (a) distribution of Course Materials is limited to one (1) copy per Teacher and one (1) copy per Student; (b) Curriculum are provided solely for the use by Teachers and Students in the Course and such Curriculum may not be copied or transferred without the prior written consent of Red Hat; and (c) Curriculum must be taught sequentially and completed by Partner in no less than eight (8) weeks. The Curriculum shall not be used to teach or instruct to any person who is not officially enrolled as a Student and admitted to a degree, diploma, or certificate awarding program of Partner.

Notwithstanding the foregoing, all Curriculum is the sole property of Red Hat and its licensors, and are copyrighted by Red Hat unless otherwise indicated therein. Red Hat and its licensors will have sole ownership of any and all Curriculum including but not limited to methodologies, software, processes, or other intellectual property developed during the performance of the Services. Red Hat will provide Software for the use by the Partner and Students in the Course. Use of the Software is subject to the End User License Agreement set forth http://www.redhat.com/licenses/rhel_rha_eula.html. The Services may only be used by Partner. Partner is solely responsible for providing prerequisite skills, assessing its Students' suitability for use of the Curriculum, delivery of all instruction to Students, all grading and assessment of Students, and handling of all Student and Teacher information. Partner hereby agrees that Software used outside of the Program is covered under terms and conditions of the Enterprise Agreement including Appendix 1, Subscription Services, set forth at www.redhat.com/licenses, which may be amended from time to time by Red Hat in its sole discretion.

- 3.2. Retained Rights.** No part of the Curriculum may be photocopied or duplicated by any means, whether photographic, or electronic, or mechanical, or sold or distributed in any other delivery format whether in print or electronic, or used as the basis for any other training product or service, without written permission from Red Hat. Partner's rights in the Curriculum are limited to those license rights expressly granted under this Appendix, and Red Hat retains all rights not expressly granted. Partner will not (a) modify the Curriculum in any manner; or (b) use the Curriculum for any purpose not specifically permitted by this Appendix. Red Hat and its licensors will own and retain all right, title, and interest in the Curriculum and all intellectual property rights inherent therein, including without limitation all changes and improvements requested or suggested by Partner, notwithstanding any use of terms such as "purchase", "sale", or the like within the Agreement. Partner represents and warrants that its use of the Curriculum will be to fulfill obligations under this Appendix. Any unauthorized use of the Curriculum will be deemed a material breach of the Agreement. Prior to providing Students with access to Curriculum, Partner will require each Student to sign or otherwise assent (in a binding manner) to the Enterprise Agreement with Appendix 2, Training, Training Units, and Consulting Units set forth at <http://www.redhat.com/licenses/>, which may be amended from time to time by Red Hat in its sole discretion. Partner's internal use of Courses or Exams is subject to the Enterprise Agreement with Appendix 2, Training, Training Units, and Consulting Units set forth at <http://www.redhat.com/licenses/>, which may be amended from time to time by Red Hat in its sole discretion.
- 3.3 Permitted Marks.** Partner may only use the logo(s) set forth in Exhibit B to the Program in conjunction with the promotion of Partner providing Red Hat Academy Courses to Students. Partner may not use the logo(s) in general advertisements or marketing materials that do not specifically address or support the sale of Courses under the Program.
- 3.4 Copyright Notices.** Partner will ensure that all copies of the Curriculum in Partner's possession or control incorporate copyright and other proprietary notices in the same manner that Red Hat incorporates such notices in the Curriculum or in any manner reasonably requested by Red Hat. Partner will promptly notify Red Hat in writing upon its discovery of any unauthorized use of the Curriculum or infringement of the Curriculum or Red Hat's proprietary rights in the Curriculum.
- 3.5 Use of Red Hat Software.** Any use of Red Hat Software is subject to Red Hat's standard agreements including the Enterprise Agreement set forth at www.redhat.com/licenses, the applicable Red Hat End User Agreement(s) set forth at www.redhat.com/licenses/eulas and/or any other mutually signed written agreement with Red Hat as applicable.

4. Fees and Payment

- 4.1 General.** Any fees or charges ("**Fees**") will be due and payable by Partner in accordance with the Agreement. Partner may purchase from Red Hat directly, or through an Authorized Red Hat Reseller Partner. If Partner acquires Subscriptions, Courses and/or Services through a Red Hat Academy Program Reseller, the Fees for such Subscriptions, Courses and/or Services will be determined by such Reseller and may vary from the Red Hat Fees.
- 4.2 Direct.** If Partner purchases directly from Red Hat, Fees will be identified by Red Hat in an Order Form and are (a) due upon Red Hat's acceptance of an Order Form, and (b) payable in accordance with this section. All Fees are stated in United States Dollars. Partner must pay all Fees within thirty (30) days from the date of invoice, without regard for when, and whether, Partner collects payment from a Student. Fees do not include out-of-pocket expenses or shipping costs. Partner agrees to reimburse Red Hat for its reasonable expenses incurred in performing the Services including travel, lodging and non-routine supplies, in accordance with Red Hat's travel and expense policies. All Fees are non-refundable. Red Hat will invoice Partner upon Red Hat's receipt of a purchase order for any amounts due to Red Hat pursuant to this Agreement; provided, however, that the terms of such purchase order will not amend, supplement or modify the terms of this Agreement or be binding on Red Hat. Red Hat reserves the right to change the credit terms or terminate the Agreement if Red Hat has not received payment within five (5) days of when it is due. Renewal Fees will be the same price listed in the Order Form.

- 5. Publicity.** Red Hat and Partner shall each have the right to identify Partner as a Red Hat Academy partner, provided, however,

that for any press release, media alert, or other public communication, each party shall obtain the other party's review and written consent before publishing such information in any form.

6. Term, Termination, Mandatory Disclosure and Public Officials

6.1 Term. Unless otherwise specified in writing by the parties, the initial term of this Appendix shall be one (1) year (the "**Initial Term**"). Thereafter, the term for this Appendix shall renew for successive terms of one (1) year each (each, a "**Renewal Term**"), with each Renewal Term beginning on the anniversary of the Initial Term unless either party gives written notice to the other of its intention not to renew at least sixty (60) days prior to the commencement of the next term. As used herein, the Initial Term and each Renewal Term individually refer to a "**Term**" and collectively the "**Appendix Term**."

6.2 Termination.

6.2.1 Termination for Breach. Notwithstanding anything to the contrary Red Hat may terminate this Appendix as provided for under Section 13.2 of the **Partner Terms and Conditions Appendix**, or in the event (a) Partner fails to pay an invoice when due, (b) Partner commits a breach of this Agreement and fails to remedy that breach within 30 days of receipt of notice of breach, or (c) as otherwise provided in the Agreement. Partner may terminate the Appendix in the event Red Hat commits a material breach of the Appendix and fails to remedy such breach within 30 days of receipt of notice of material breach.

6.2.2 Termination for Convenience. Either Party may terminate this Appendix, without prejudice to any other right or remedy, for any reason upon sixty (60) days notice in writing to the other Party.

6.3 Survival. Upon expiration or termination, all rights and obligations of the Parties under this Appendix will terminate immediately except, Section 3.2, 3.4, 4.2, Section 3 of Exhibit A, and Exhibit C will survive such termination or expiration. Termination of this Agreement shall not affect any agreements between Red Hat and any Students.

6.4 Mandatory Disclosure. For the avoidance of doubt, Partner may disclose the existence of this agreement and relevant terms, if it is required to do so by applicable law or regulation. Before disclosing the information, to the extent reasonably practical, Partner shall first notify Red Hat of the disclosure requirement (if it can provide notice without breaching any legal or regulatory requirement).

6.5 Public Officials. The Parties acknowledge that, if Partner is a public university or public education institution, notwithstanding the warranty to the contrary in Section 14.3.2 of the Red Hat Partner Terms and Conditions, Partner Officials may be government or public officials.

1. Red Hat Academy Subscription. Red Hat Academy Subscriptions contain the following:

- (a) Authorization and access to, and use of, the Curriculum in accordance with the terms set forth herein. The Program Fee includes Curriculum and Fees for the initial two hundred (200) Students. Additional Student Curriculum access may be purchased on a per Student basis;
- (b) Exams and exam delivery are not included in the Red Hat Academy Subscription and may be purchased separately; and
- (c) A list of standard Course offerings in the Red Hat Academy Program is available from Red Hat or a Red Hat Academy Reseller.

2. Partner Requirements.

- (a) Partner is solely responsible for providing pre-requisite skills, assessing Student's suitability for use of the Course(s) and Curriculum, appropriate use of any Internet access, delivery of all instruction to Students, all grading and assessment of Students, and handling of all Student information.
- (b) Partner must notify Red Hat of the number of Students in each Course within one business day after the Course begins.
- (c) Partner will provide Students with access to Student software labs. Access to such labs may be purchased through a Red Hat Lab Partner, through a third party cloud hosting provider authorized to provide such software lab access, or may be provided by the Partner through its own resources.
- (d) Partner shall maintain at least one (1) Red Hat Certified Professional during the Appendix Term. Partner will notify Red Hat upon appointment or replacement of Red Hat Certified Professionals.

3. Red Hat Academy Subscription Fees. Partner shall pay the Program Fee, if applicable, annually, before the beginning of the Initial Term and each Renewal Term. Courses and additional services can be ordered by Partner from a Red Hat Academy Reseller. All Red Hat Services purchased during the Appendix Term must be used within each one (1) year Term in which it was purchased or such Red Hat Services shall be forfeited.

Red Hat Academy:



EXHIBIT C
RED HAT ACADEMY COURSES, AND ADDITIONAL SERVICES



Red Hat Services

SKU	Title	Description	Price	Term
RHA100	Red Hat Academy Standard Program	Access for 200 students to approved Red Hat Academy courses	\$0	1 year
RHA101	Red Hat Academy Standard Program: Add-on Student	Access for 1 student to approved Red Hat Academy courses	\$0	1 year

Note 1: All Red Hat Academy Program services purchased during the Appendix Term must be used within each one (1) year Term in which it was purchased or such services shall be forfeited.
