

**PARTNER ACCEPTANCE DOCUMENT
INDIA**

A-201, Supreme Business Park,
Hiranandani Gardens,
Powai, Mumbai -400 076
+91 22 61147588 | www.redhat.com



Parties	
Partner information	Red Hat India Private Limited.
Company name:	Contact Name: Abhijeet Roy
Address:	Email: aroy@redhat.com
Contact name:	Tel.no. +91 -22-61147588
Email:	
Telephone:	Fax: +91-22-61147599

Territory
India

This Partner Acceptance Document, upon execution, authorizes you to participate in one or more of the Red Hat Partner Programs marked below) in the Territory indicated above and sets forth the terms of your participation. If no Territory is identified above, the Territory will default to the country of your address above. The "Agreement" is comprised of this Partner Acceptance Document(s), the Partner Terms and Conditions, each applicable Program Appendix and transaction document(s) (which may be referred to as "Order Forms") entered into pursuant to these terms (collectively, the "**Agreement**"). Additional Program Appendices may be added by executing additional Partner Acceptance Documents.

Applicable Program Appendices	Program(s)	Location of Program Terms
<i>(mark all that apply)</i>		
X	Red Hat Academy Program	Attached.

Applicable Terms and Conditions <i>(choose only one)</i>	Partner Terms and Conditions
X	The Partner Terms and Conditions set forth in the attached Appendix 1 and, if not attached, then as set forth at www.redhat.com/licenses/partners/ .

Additional Terms

Please sign below and fax this Partner Acceptance Document to +91-22-61147588 or send a pdf file by e-mail to aroy@redhat.com. Also, please courier the original signed document to Abhijeet Roy. Each Party has executed this Partner Acceptance Document by its duly authorized representative and by its signature agrees to be bound by the terms of the Agreement.

RHA Name _____

Signature _____

Printed Name _____

Title _____

Date _____

Red Hat India Private Limited _____

Signature _____

Printed Name _____

Title _____

Date _____

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.

“**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 manuals, license agreements, supporting materials and other printed information provided in connection with the Learning 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 or on-site basis, including the Manuals used by Red Hat instructors in instructing technical training courses and the Student Manuals included in the Course

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 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, 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 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 reim-

burse 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 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).

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 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:

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ACADEMY

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EXHIBIT C
RED HAT ACADEMY, COURSES, AND ADDITIONAL SERVICES

1. Red Hat Services

SKU	Title	Description	Price	Term
RHA100	Red Hat Academy Standard Program	Access for 200 students to approved Red Hat Academy courses (e.g. RH124 + RH134, RH254, CL110, JB125, JB225)	\$0	1 year
RHA101	Red Hat Academy Standard Program: Add-on Student	Access for 1 student to approved Red Hat Academy courses (e.g. RH124 + RH134, RH254, CL110, JB125, JB225)	\$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.
