

Red Hat Academy Services Agreement

Account Information	
Customer & Designated Customer Contact:	Red Hat Sales Representative:
School:	Name:
Name:	Telephone:
Telephone:	Fax:
Fax:	e-mail:
e-mail:	
Customer Ship to Address:	Red Hat, Inc. 1801 Varsity Drive Raleigh, N.C. 27606 (919) 754-3700
Customer Bill to Address:	Effective Quote Date: Quote expires 15 days from this date. Quote #:

Products and Services

Products and Services				
Price each	Quantity	Extended	Product Code	Description
				Red Hat Academy subscription, Initial Term: _____ through _____.
				Student Fee (per Student per Red Hat Academy class) Quantity based on estimate of total during Initial Term
				Teacher Technical Training (12% discount off list)
				Total Fees

To purchase, please sign page 2 and fax to 919-754-3708 with purchase order.

Schedule	Description
A	General Terms and Conditions
B	Red Hat Academy Services
Addendum 1	Addendum

The undersigned agrees to all of the Terms and Conditions included in the Schedules indicated above which are made a part of this Red Hat Academy Services Agreement (the "Agreement"). The effective date is the last date this Agreement is signed by both parties (the "Effective Date").

For Customer	For Red Hat
Signature:	Signature:
Printed Name:	Printed Name:
Title:	Title:
Date:	Date:

Payment Information	
Purchase Order #: *Please FAX copy of P.O with order to your Red Hat Representative at 919-754-3708.	"Remit To" Address: Red Hat, Inc. PO Box 951701 Dallas, TX 75395-1701
Finance Name/Contact Number:	

Additional Terms:

[Specify details of Teacher Training as applicable.]

Schedule A

General Terms and Conditions

Subject to the terms and conditions of this Agreement and upon payment in full of those total fees for the services set forth on page 1 of this Agreement, Red Hat will deliver to Customer (a) an annual Curriculum subscription, (b) an annual Curriculum support subscription, and (c) if applicable, Teacher Technical Training. The term “Services” as used in this Agreement means, collectively, the Curriculum, and Curriculum support, if any. Additional services may be added, from time to time in accordance with this Agreement.

Definitions:

“Course(s)” shall mean the specific courses or units of study that comprise the curriculum for Red Hat Academy.

“Course Materials” shall mean any and all instructional and educational content, course titles and numbers, Student workbooks, lecture/presentation materials, labs, exercises, notes, handouts, assessment tools, quizzes, tests, answer keys, scripts, files, and Teacher guides, whether in print or electronic format, used in teaching the Courses.

“Curriculum” shall mean the sum total of all Courses, Course Materials, Manuals and any and all instructional content, teaching guides, assessment, tests, and instructional materials included therein, whether in print or electronic format, as provided by Red Hat from time to time.

“Red Hat Mark” shall mean the Red Hat Academy logo as provided to Customer by Red Hat.

“RHCE” shall mean Red Hat Certified Engineer.

“RHCT” shall mean Red Hat Certified Technician.

“School” shall mean a qualifying public or private, accredited, degree or diploma or certificate granting institution or development organization, running academic programs on semester, trimester or quarter basis. Eligibility of any School for the Services is determined by Red Hat at its sole discretion.

“Student” shall mean a person enrolled full-time or part-time in a School who attends Courses as taught by a Teacher.

“Student Fee” shall mean the per Student per Course fee set forth on page 1 of this Agreement, if applicable. Customer must notify Red Hat of the number of Students in each Course when the Course begins.

“Teacher” shall mean a teacher or instructor in a School who has been trained and certified as a RHCT and who meets other qualifications as defined by Red Hat and the School to teach and instruct Courses at the School.

“Technical Training” shall mean the 4-day and 5-day intensive hands-on technical training courses and certification exams offered publicly and commercially by Red Hat on an open enrollment basis, including the Manuals (“Manuals”) used by Red Hat instructors in instructing Technical Training courses. Such Manuals are different from the Course Materials and shall not be used in or brought into the Courses.

1. TERM AND TERMINATION

1.1 Term. The term of this Agreement shall be for the duration of all Services provided under this Agreement. The initial term for Services is set forth on page 1 of this Agreement (the “Initial Term”). Thereafter, the term for Services shall renew for successive terms of one (1) year each (each, a “Renewal Term”) on the anniversary of the Initial Term unless otherwise specified on page 1, or if 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. Customer shall remain obligated for all fees through the date of termination. Additional services may be added to this Agreement by completion of an Addendum for Service (the "Addendum"). The initial term for such services specified in an Addendum will commence on the date set forth in the Addendum and shall continue until the expiration of the Initial Term, and such term shall renew each year thereafter on the same date as the initial Services and on the same terms as set forth above.

1.2 Termination for Breach. Red Hat may terminate this Agreement (a) in the event Customer fails to pay an invoice for Services when due, (b) in the event Customer commits a material breach of this Agreement and fails to remedy that breach within thirty (30) days of receipt of notice of material breach, or (c) as otherwise provided in this Agreement. Customer may terminate this Agreement in the event Red Hat commits a material breach of this Agreement and fails to remedy that breach within thirty (30) days of receipt of notice of material breach.

2. PRICING, INVOICING AND TAXES. The total subscription fees shall be due upon execution of this Agreement and must be paid prior to the delivery of Services, unless otherwise specified under "Additional Terms" on page 2 of this Agreement. Any additional fees that Customer is required to pay under this Agreement or an Addendum shall be due within thirty (30) days of the invoice date. Customer agrees to reimburse Red Hat for its reasonable, properly documented expenses incurred in performing the Services including travel, lodging and non-routine supplies, in accordance with Red Hat's travel and expense policies. All prices are stated and must be paid in United States Dollars. All prices and rates quoted by Red Hat are exclusive of any foreign, federal, state, or local sales, excise, use, VAT, GST or similar taxes. Customer agrees to pay all such taxes, when applicable, regardless of whether such taxes appear on Red Hat's original invoice or are later levied on Red Hat or Customer by a taxing authority, excluding any taxes levied solely on the net taxable income of Red Hat. Any renewal of this Agreement will be at Red Hat's list prices in effect ninety (90) days prior to renewal. Such price will be based on the applicable subscription fees for Red Hat Academy during the prior term unless otherwise agreed by the parties in writing. Customer agrees to provide Red Hat with accurate and complete billing information (including legal name, address, telephone number, and billing or credit information). Customer will report to Red Hat all changes to this information within thirty (30) days of the change.

3. PAYMENT. Except in the case of breach of this Agreement by Red Hat or if this Agreement is terminated as provided in Section 1.1 hereof, any and all payments of amounts due under this Agreement are non-refundable. In the event Customer fails to make payment to Red Hat in the manner provided by this Agreement, Red Hat's remedies include (a) suspending Services until Red Hat receives full payment from Customer for all fees, including late fees and interest, due Red Hat, or (b) terminating this Agreement without notice.

4. NON-TRANSFERABLE. This Agreement, and all Services provided by Red Hat pursuant to this Agreement, may not be transferred, assigned or distributed without the prior written consent of Red Hat. Any attempt to transfer, assign or distribute without Red Hat's prior written consent shall terminate this Agreement, and Red Hat shall have no further obligation hereunder.

5. DOCUMENTATION. Notwithstanding anything in this Agreement, all Curriculum, methodologies, software or processes whether in print or electronic format provided in connection with the Services (collectively, the "Training IP") are the sole property of Red Hat and are copyrighted by Red Hat unless otherwise indicated thereon. Red Hat will have sole ownership of any methodologies, software or processes or other intellectual property developed during the performance of the Services ("Developed IP"). Red Hat hereby grants Customer a revocable, fully paid license to use the Training IP as set forth in this Agreement, with no right to sublicense, sell or resell such Training IP. Training IP and Developed IP shall be considered Red Hat's confidential information and shall be treated in accordance with Section 9 hereof. Use of the Training IP is subject to the following: (a) Training IP may not be completed in a 4-day or 5-day schedule, or in less than eight (8) weeks, or taught to any person outside of the School and its officially enrolled Students; (b) distribution of Course Materials is limited to one (1) copy per Student; (c) Training IP is provided solely for the use by Students in the course and may not be copied or transferred without the prior written consent of Red Hat; and (d) Curriculum must be taught sequentially without omission.

6. WEBSITE ACCESS. Customer will create a user name, password, and account designation for access to the Red Hat Academy website. It is the Customer's duty to keep this user information confidential. Customer must notify Red Hat

immediately upon discovering any unauthorized use of Customer's account. The Red Hat Academy website may be used only for the benefit of Customer. Any unauthorized use of the Red Hat Academy website will be deemed to be a material breach of this Agreement.

7. RED HAT MARK. Subject to the terms and conditions of this Agreement, Red Hat grants Customer, and Customer hereby accepts, a non-exclusive, non-transferable right during the term of this Agreement to use the Red Hat Mark solely in connection with the identification, description and promotion of the Courses conducted under authority of this Agreement, and the trademark policies and guidelines established from time to time by Red Hat in its sole discretion. Customer shall not modify or obscure the Red Hat Mark, or use the Red Hat Mark in any manner (including without limitation, promotion of the School) other than as expressly authorized in this Agreement or as otherwise agreed to in writing by Red Hat. Customer acknowledges that the Red Hat Mark is the exclusive property of Red Hat, and that Customer will not assert any claim of ownership to the Red Hat Mark, or to the goodwill or reputation symbolized by the Red Hat Mark by virtue of Customer's use of the Red Hat Mark or otherwise. All use of the Red Hat Mark by Customer under this Agreement will inure solely to the benefit of Red Hat. Customer will not take any action in derogation of any of the rights of Red Hat in the Red Hat Mark.

8. PUBLICITY. Red Hat and Customer shall each have the right to identify Customer as a subscriber to Red Hat Academy services, 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 either electronic or print media.

9. WARRANTY. Except as specifically stated in this Agreement, the Services are provided "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTY OF MERCHANTABILITY, NON-INFRINGEMENT AND FITNESS FOR A PARTICULAR PURPOSE. THIS IS THE SOLE AND EXCLUSIVE WARRANTY GIVEN BY RED HAT (EXPRESS OR IMPLIED) WITH RESPECT TO THE SUBJECT MATTER OF THIS AGREEMENT.

10. LIMITATION OF LIABILITY. Neither party shall be in breach of this Agreement due to failure of performance that arises out of causes beyond its reasonable control. To the maximum extent permitted by applicable law, IN NO EVENT WILL RED HAT BE LIABLE TO CUSTOMER OR ANY THIRD PARTY FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES, WHETHER IN TORT OR IN CONTRACT, ARISING UNDER THIS AGREEMENT OR RED HAT'S PERFORMANCE HEREUNDER, EVEN IF RED HAT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL RED HAT'S LIABILITY HEREUNDER EXCEED THE AMOUNT THAT CUSTOMER PAID TO RED HAT UNDER THIS AGREEMENT DURING THE PREVIOUS TWELVE MONTHS.

11. CONFIDENTIALITY. Customer and Red Hat agree to maintain the confidentiality of the proprietary information received by the other party including, without limitation, the Curriculum, pricing, and any non-public technical and business information ("Confidential Information") during the term of this Agreement and for a period of two (2) years after termination. The parties agree that all Confidential Information will be used solely for the purposes of performing the obligations under this Agreement. This section shall not apply to any publicly available or independently developed information. All Student (defined below) and Teacher (defined below) information received by Red Hat from Customer will be maintained as confidential; provided, however, that Customer is solely responsible for access to and releases of such information, and for compliance with all laws regarding the collection, maintenance and access of such information.

12. ENTIRE AGREEMENT. This Agreement shall constitute the exclusive terms and conditions with respect to the purchases of products or Services under this Agreement by Customer from Red Hat, notwithstanding any different or additional terms that may be contained in the form of purchase order or other document used by Customer in such transactions. This Agreement contains the final, complete and exclusive statement of the agreement between the parties with respect to the transactions contemplated herein and all prior written agreements and all prior and contemporaneous oral agreements with respect to the subject matter herein are merged herein. This Agreement may not be amended, supplemented or modified (or any right or power granted hereunder waived) except by written instrument signed by authorized officers of the parties hereto (or in the case of a waiver, signed by the party to be bound), which instrument makes specific reference to this Agreement.

13. EXPORT RESPONSIBILITIES. As required by U.S. law, Client represents and warrants that it: (a) understands that

certain of the Services and Software are subject to export controls under the U.S. Commerce Department's Export Administration Regulations ("EAR"); (b) is not located in a prohibited destination country under the EAR or U.S. sanctions regulations (currently Cuba, Iran, Iraq, Libya, North Korea, Sudan and Syria); (c) will not export, re-export, or transfer the Services to any prohibited destination, entity, or individual without the necessary export license(s) or authorization(s) from the U.S. Government; (d) will not use or transfer the Services for use in any sensitive nuclear, chemical or biological weapons, or missile technology end-uses unless authorized by the U.S. Government by regulation or specific license; (e) understands and agrees that if it is in the United States and exports or transfers the Services to eligible end users, it will, as required by EAR Section 741.17(e), submit semi-annual reports to the Commerce Department's Bureau of Industry & Security (BIS), which include the name and address (including country) of each transferee; and (f) understands that countries other than the United States may restrict the import, use, or export of encryption products and that it shall be solely responsible for compliance with any such import, use, or export restrictions.

14. GENERAL. This Agreement shall be governed by and construed in accordance with the substantive laws of the State of North Carolina, U.S.A., without regard to choice of law provisions, except that the United Nations Convention on the International Sale of Goods shall not apply. The parties each agree that they are subject to the personal jurisdiction of the state and federal courts within the State of North Carolina, and each waives the right to challenge the personal jurisdiction of those courts over it. Each party warrants that the person signing this Agreement is authorized to bind said party. This Agreement, including all schedules attached hereto, constitutes the entire understanding of the parties with respect to the subject matter hereof. If one or more of the provisions contained in this Agreement is held invalid, illegal or unenforceable in any respect by any court of competent jurisdiction, such holding will not impair the validity, legality, or enforceability of the remaining provisions. Failure or delay on the part of any party to exercise any right, remedy, power or privilege hereunder will not operate as a waiver. Any provision of this Agreement which may be reasonably expected to survive the termination of this Agreement, including, but not limited to, the sections entitled Warranty and Limitation of Liability, shall survive such termination. Any notice to be given pursuant to this Agreement, including any notice of change of address for notice, shall be deemed given when sent to Red Hat to General Counsel, Red Hat, Inc., 1801 Varsity Drive, Raleigh, N.C. 27606 or by facsimile to 919-754-3704 and for Customer at the address as set forth in the cover page to this Agreement (a) three (3) business days after being deposited with the U.S. Postal Service, postage prepaid, first class, certified, return receipt requested, (b) upon receipt when delivered in person, (c) two (2) business days after being deposited with a reputable international overnight delivery service; or (d) one (1) business day after being transmitted by facsimile with confirmation of delivery to the number for such party set forth in this Agreement. In the event of a dispute between the parties regarding payment under this Agreement, the non-prevailing party shall pay the reasonable attorney's fees of the prevailing party.

Schedule B

Red Hat Academy Services

The Services shall be provided by Red Hat during the term of this Agreement set forth on page 1 of this Agreement; provided that the Technical Training provided only during the Initial Term and may be used at any time after payment of the fees set forth in and in accordance with this Agreement. The Services may only be used by a School. Customer 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.

1. The Red Hat Academy subscription includes the following:

1.1 Curriculum:

1.1.1 Use of the Curriculum for the term of this Agreement.

1.1.2 Policies governing use of the Curriculum are set forth at <http://www.redhat.com/training/academy/RHApolicies.html>

1.1.3 Updates to the Curriculum during the term of this Agreement.

1.2 Curriculum Support: Curriculum Support policies and SLA are available at <http://www.redhat.com/training/academy/RHApolicies.html>

1.3 Classroom Technical Support:

1.3.1 Red Hat Academy Technical Support policies are available at <http://www.redhat.com/training/academy/RHApolicies.html>

- 1.3.2 Customer must maintain at least one (1) RHCE available to the School by start of Courses. If Customer cannot or does not maintain an RHCE for the School by the start of the Course(s) Customer must purchase RHCE Technical Support from Red Hat.
- 1.3.3 School classroom computing equipment must be compatible with current release of Red Hat Linux operating system.

2. **Teacher Technical Training requirements and availability (must be purchased separately):**

- Teachers of Red Hat Academy are required to have earned certification as RHCT by the start of a Course
- Technical Training and RHCT certification may be purchased from Red Hat as part of the Services set forth in this Agreement, or purchased separately
- Technical Training availability, discounts, and policies are set forth at <http://www.redhat.com/training/academy/RHApolicies.html>

3. **Red Hat Examination Center:**

- 3.1 Administration of Red Hat's performance based RHCT Exam requires the School RHCE to obtain further training and certification to the level of Red Hat Academy Examiner (RHAX). RHAX training and certification must be obtained from Red Hat at a Red Hat facility. Customer must follow all requirements, policies and guidelines established by Red Hat as regards administration of the RHCT Exam. Information about becoming Red Hat Examination Center can be found at <http://www.redhat.com/training/academy/RHApolicies.html>.

4. **Advertising and Marketing:**

- 4.1 Advertising and marketing of Red Hat Academy is subject to the policies and guidelines set forth at <http://www.redhat.com/training/academy/RHApolicies.html>.