

## **MEMORANDUM OF UNDERSTANDING**

Between Red Hat Academy (Red Hat, Inc.) and Babu Banarasi Das Institute of Technology and Management (BBDITM College) Lucknow UP.

### **Purpose**

This Memorandum of Understanding (MoU) is entered into on this 24<sup>th</sup> August , 2022 by and between Red Hat, Inc., through its Red Hat Academy Program (hereinafter referred to as 'Red Hat'), and Babu Banarasi Das Institute of Technology and Management Lucknow (hereinafter referred to as 'College'). The purpose of this MoU is to establish a collaborative academic partnership to deliver Red Hat Academy courses to eligible students of the College.

### **Scope of Collaboration**

Red Hat grants the College a non-exclusive, non-transferable right to participate in the Red Hat Academy Program subject to compliance with program terms and conditions.

The College agrees to deliver official Red Hat Academy curriculum using authorized instructors and approved learning platforms.

### **Responsibilities of the College**

The College shall:

- Ensure that only eligible enrolled students participate in Red Hat Academy courses.
- Provide necessary infrastructure including labs, systems, and internet connectivity.
- Assign qualified instructors to deliver the courses.
- Maintain confidentiality of program materials and student information.
- Administer at least one qualifying Red Hat Academy course per academic year.

### **Responsibilities of Red Hat**

- Provide access to official Red Hat Academy curriculum and learning platform.
- All the Training and classes are free of cost and no charges will be levied on students.
- Provide instructor enablement resources and support.
- Offer discounted certification exam vouchers for eligible students.
- Provide guidance and program updates as applicable.

### **Restrictions**

The College shall not distribute, copy, record, broadcast, or provide Red Hat Academy content to individuals who are not enrolled students of the institution. The content shall be used strictly for academic and educational purposes.

### Term and Renewal

This MoU shall remain valid for one (1) year from the Effective Date and shall automatically renew for successive one-year terms unless terminated by either party with 30 days prior written notice.

### Use of Trademarks

The College may use authorized Red Hat Academy logos and trademarks strictly in accordance with Red Hat branding and trademark guidelines.

### Points of Contact

For Red Hat Academy:

RedHat,Inc.  
10EastDavieStreet  
Raleigh, NC 27601, USA  
Email: shipande@redhat.com


For BBD Institute of Technology and Management:  
BBD Institute of Technology and Management Lucknow UP 226028  
Dr Akhilesh Das Nagar  
Ayodhya(Faizabad) Road  
Lucknow Uttar Pradesh-226028

### 9. Signatures

For Red Hat Academy:

For Babu Banarasi Das Institute of Technology and  
Management Lucknow UP

Signature: 

Signature: 

Name: Shresh V Pandey

Name: Dr. S.S. Chauhan

Title: APAC LEAD REDHAT  
ACADEMY

Title: Director

Date: 24th August 2022

Date: 24-Aug-2022

## PARTNER TERMS AND CONDITIONS UNITED STATES

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Raleigh, North Carolina 27601 U.S.A.  
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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 are between Partner and Red Hat, Inc. ("Red Hat") and together with the Partner Acceptance Document(s), Program-specific terms ("Program Appendix"), and any Transaction Documents (defined below) are, collectively, the "Agreement".

1. **Programs**
  - 1.1 **Program Terms and Updates.** Red Hat's partner programs ("Programs") are designed to promote Red Hat Products, augment Partner expertise and resources, and enhance satisfaction of end users, as defined in the Program Appendices ("End Users"). Each Program Appendix sets forth the terms specific to that Program. Red Hat may update Program Appendices from time to time by providing Partner with 30 days' notice. If Partner objects to the updated Program Appendix, then Partner may give Red Hat written notice of such objection within the 30 day notice period. In which case the existing Program Appendix will continue to apply until the next renewal date unless sooner terminated. If Partner chooses to renew the Program, then Partner will be deemed to have accepted the updated Program Appendix and the updated Program Appendix will apply as of the applicable renewal date. "Red Hat Products" means Red Hat branded offerings made available by Red Hat. "Software" means Red Hat branded software that is made available as part of a Red Hat Product. "Service(s)" means Red Hat branded services such as support services, training services, subscription services, online services, consulting services or other services provided as part of a Red Hat Product.
  - 1.2 **Partner Subscriptions.** For certain Programs, and only during the term of an active Program, Red Hat may provide Partner with access to subscriptions for non-production use subject to acceptance of the applicable terms in the Red Hat partner portal and this Agreement ("Red Hat Partner Subscriptions").
2. **Affiliate Authorization**

Affiliates of Partner may participate in a Program only upon Red Hat's approval and Partner Affiliate's execution of a written participation agreement with Red Hat or a Red Hat Affiliate to bind such 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, direct or indirect, 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.
3. **Territory**

Partner may participate in the Programs only in the territory specified in the applicable Partner Acceptance Document or, if no territory is specified in the applicable Partner Acceptance Document, the country of Partner's incorporation (the "Territory").
4. **Fees**

Fees, if applicable, will be set forth in the Program Appendix (which may include reference to a Program-specific price book) or in an order form, product order, or other document referencing this Agreement, as mutually agreed and executed by the parties (a "Transaction Document"), and will be due and payable as set forth in such Program Appendix or Transaction Document. Unless otherwise agreed in a Transaction Document, all amounts owed under the Agreement are to be paid in U.S. Dollars.
5. **Payment**

If Partner acquires Red Hat Products directly from Red Hat, Red Hat will invoice Partner and Red Hat may require a purchase order for any amounts due to Red Hat; provided, however, that any terms contained in a purchase order will not modify the terms of this Agreement or be binding on Red Hat. Partner must pay all fees due to Red Hat either (a) no later than 30 days from the date of invoice if Red Hat has approved Partner for such credit terms, (b) if Partner has not been approved for net 30 day credit terms, then on a prepaid basis, or (c) as otherwise agreed in an applicable Transaction Document, in each case without regard to when or whether Partner collects payment from its customers. Credit is subject to Red Hat's approval, and Red Hat may change credit terms including periodic review and reconfirmation of Partner's credit limit and creditworthiness with Partner's cooperation. Red Hat may refuse to accept any order if the order itself, or in aggregate with open invoice amounts, exceeds the amount for which Partner's creditworthiness has been established. If Partner disputes any invoice under this Agreement, such dispute must be received by Red Hat in writing at least 15 days prior to the due date of the invoice. Partner will reimburse Red Hat for all costs and expenses incurred by Red Hat in connection with the collection of overdue amounts, including reasonable attorneys' or legal fees. All fees and other amounts paid under the Agreement are non-refundable. Any payments more than 30 days past due may 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.
6. **Taxes**

All amounts payable will be exclusive of any Taxes. "Taxes" means any form of taxation of whatever nature and by whatever authority imposed, including any interest, surcharges, or penalties, arising from or relating to this Agreement or any Red Hat Products, other than those taxes based on the net income of Red Hat. If any Taxes are currently or subsequently determined to be payable in relation to Partner's purchase of Red Hat Products, and unless Partner presents Red Hat with a valid tax exemption or resale certificate, Red Hat will issue an invoice to Partner and Partner will pay or reimburse Red Hat for the Taxes. 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. If, as a result of Partner moving, accessing, or using Red Hat Products across a border, any authority imposes a customs duty, tax, levy or fee (including withholding taxes for the import or export of any such offering), then Partner agrees that it is responsible for, and will pay, any such tax, levy or fee. The parties will work together in good faith to minimize adverse tax consequences created by cross-border transactions.