Sl. No.	Name of the MoU / linkage	Name of the institution / industry with whom the MoU / linkage is made, with contact details	Year of signing MoU / linkage	Purpose of the MoU/Linkage (Internship, on-the-job training, project work, student / faculty exchange and collaborative research)	Duration of MoU / linkage	List the actual activities under each MOU/ Linkage and web -links year-wise	Link to the relevant document
	3.5.1. Number of functional MoUs/linkages with institutions/ industries in India and abroad for internship, on-the-job training, project work, student / faculty exchange and collaborative research during						
	A.Y 2020-21						
1	Training & Placement Assistance	D. V. Mane & Associates, Pune.	2020-21	Guest Lecture, Internship	1 Yrs	Placement Drive	
2	Industrial training,	Bits Techno Pvt. Ltd. Kolhapur	2020-21	Industrial training, Workshops	3 Yrs	Workshop Conducted	
3	Skill development Training & awareness	Elite Software Solutions, Pune	2020-21	Internship, on-the-job training	3 Yrs	Workshop Conducted	
4	Skill based training	Oracle Academy	2020-21	Training & Certification Courses	3 Yrs	Certification courses	
5	Skill based training	Red Hat Academy	2020-21	Training & Certification Courses	3 Yrs	Certification courses	
6	Skill based training	IBM Academic Initiatives	2020-21	Training & Certification Courses	3 Yrs	Not conducted	

India in so far as such mechanism applies to **AMGOI and D. V. MANE & ASSOCIATES** The areas of cooperation can be extended through mutual consent.

ARTICLE-II: SCOPE OF ACADEMIC INTERACTIONS

Both **AMGOI** and **D. V. MANE & ASSOCIATES** shall encourage interaction between the Scientists, Research fellows, faculty members and students of both the organizations through the following arrangements:

a) Organization of joint conferences, workshop, seminars and guest lectures.
b) Practical training or visit of AMGOI students at Project of **D. V. MANE & ASSOCIATES** under projects.
c) Joint guidance of student projects/thesis.
d) Financial support for students

ARTICLE-III : SHARING OF FACILITIES

a) **AMGOI and D. V. MANE & ASSOCIATES** shall make provisions to share their respective important R&D facilities in order to promote academic and research interaction in the areas of cooperation.
b) **AMGOI and D. V. MANE & ASSOCIATES** shall provide access to testing facilitates, share expert opinion in case of practical problems.

ARTICLE-IV : EFFECTIVE DATE AND DURATION OF MOU

a) This MOU shall be effective from the date of its approval by competent authorities at both ends.
b) The duration of the MOU shall be for a period of 5 years from the effective date.
c) During its tenancy, the MOU may be extended or terminated by a prior notice of not less than six months by either party. However, termination of the MOU will not in any manner affect the interests of the students/faculty/scientists who have been admitted to pursue a program under the MOU.
d) Any clause or article of the MOU may be modified or amended by mutual agreement of **D. V. MANE & ASSOCIATES and AMGOI.**

ARTICLE-V : IPR Rights regarding publications, patents, royalty, ownership of software/design/product developed etc. under the scope of this MOU, shall be decided by the two parties by mutual consent.

Shri Balasaheb Mane Shikshan Prasarak Mandal's
ASHOKRAO MANE GROUP OF INSTITUTIONS
Approved by : AICTE, New Delhi No. F-No. MS (NewInt) 2009/08, Higher & Technical Education Department,
Govt. of Maharashtra, Directorate of Technical Education, Mumbai. **Affiliated to** : Shivaji University, Kolhapur.
Permanently Affiliated to DBAT University, Lonere. **Estd. 2009**

Code ENB217
MBA217

| NBA : Accredited Programs | Accredited by NAAC with 'A' Grade CGPA 3.08 |

| Founder President | I/c Director | President |
| Late Shri. Ashokrao Mane | Prof. Pravin B. Ghewari | Hon. Shri. Vijaysinh A. Mane |

Ref. No. :

Date :
Date : 01/04/2021

MEMORANDUM OF UNDERSTANDING (MOU)

Between

Bits Techno Development Pvt. Ltd.
Kolhapur

Office No. 7/8 Amatya Towers, Opp.
Lokmanya Hospital , Dobholkar corner
Kolhapur. 416008

&

Ashokrao Mane Group of Institutions
Vathar Tarf Vadgaon,Tal-
Hatkanangale, Dist.-Kolhapur,
India,Pin-416112

Department Of Computer Science and
Engineering

This memorandum of understanding (MOU) is made at Kolhapur on 01/04/2021 between **Bits Techno Development Pvt. Ltd. Kolhapur** and **Department of Computer Science and Engineering** of Ashokrao Mane Group of Institutions Vathar Tarf Vadgaon.

The MOU is signed between Head of Computer Science And Engineering Department of AMGOI, and **Bits Techno Development Pvt. Ltd. Kolhapur.**

Bits Techno Development Pvt. Ltd. Kolhapur is a new era IT Institute which focus on Computer Hardware , Network , CCNA, Server OS like Redhat, Microsoft, Cloud Computing & all Software Courses.

As per this MOU, We jointly plan and execute activities for betterment and development of technical skill of students and faculty of the Institute by taking help of Bits Techno Development Pvt. Ltd. Kolhapur. We here by agree and undertake to extend all the cooperation in the respect of following activities,

1. To permit students of institute undergo Industrial Training.
2. Mutual utilization of testing facilities tools and products and guidance of expert staff.
3. Knowledge sharing as per SDLC for Industry Sponsored Projects.
4. Expertise staff as resource persons of specially focused technologies.
5. Training to students of Institute on new technologies.
6. To facilitate growth of various sub activities through support in all possible ways.

This agreement will valid for **3 years** from the date of signing.

HOD CSE
Mr.P.A.Chougule
(AMGOI)
HOD
Computer Science & Engineering
AMGOI, Faculty of Engineering
Vathar Tarf Vadgaon, Dist. Kolhapur

I/C Director
Prof. P.B.Ghewari
(AMGOI)
DIRECTOR
SHRI BALASAHEB MANE SHIKSHAN PRASARAK MANDAL'S
ASHOKRAO MANE GROUP OF INSTITUTIONS
Vathar Tarf Vadgaon, Tal. Hatkanangale, Dist. Kolhapur, M.S. 416112

Director
Mr. Dayanand Kamble
(Bits Techno)

CINU80901
PN2019
PTC185998

Elite Softwares

MEMORANDUM OF UNDERSTANDING (MoU)

ON CO-OPERATION

FOR

Strengthening Industry-Academia Engagement

Between

Ashokrao Mane Group of Institutions,

Department of Computer Science & Engineering,
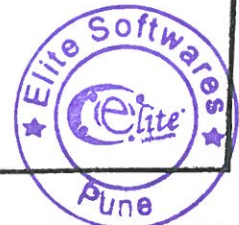**VatharTarfVadgaon,Tal- Hatkanangale,**
Dist.-Kolhapur (Maharashtra state),
India,Pin-416112

And

Elite Softwares, Pune

Collive, 3rd Floor, Dnyanvatsal Commercial Complex, Opp. VandeviMandir, Karve
Road, Kothrud, Pune, Maharashtra- 411052

INTRODUCTION

This Memorandum of Understanding (MoU) is drawn up and agreed upon to establish the cooperation between **The Department of Computer Science and Engineering of Ashokrao Mane Group of Institutions, Vathar Tarf Vadgaon,Tal- Hatkanangale, Dist.-Kolhapur (Maharashtra), India, Pin-416112 (hereinafter referred to as AMGOI)** and Elite Softwares located at CoHive, 3rd Floor, Dnyanvatsal Commercial Complex, Opp. VandeviMandir, Karve Road, Kothrud, Pune – 411052 (Software Company)to strengthen industry-academia engagement.

PREAMBLE

AshokraoMane Group of Institutions is one of the leading **Engineering Education Institutes in Kolhapur** which provides academic excellence for aspiring students. Along with academics students as well as faculties must have industrial exposure & awareness to latest trends of technology. This is possible with the joint efforts by academic institutions & industries for welfare of society. Elite Softwares exists to promote innovations & collective learning in the area of product design and development to local industry by providing appropriate & focused support. Elite Softwares assist in appropriate technology transfer & adoption of new technologies. A collaborative effort can strengthen technical skills & awareness of latest trends in industry. This Memorandum of Understanding between Elite Softwares & **Department of Computer Science and Engineering of Ashokrao Mane Group of Institutions** is made only for enhancing the technical skills of students and cannot be used as commercial liability in any aspects.

PURPOSE

The purpose of this Memorandum of Understanding between ELITE SOFTWARES and **Department of Computer Science and Engineering of Ashokrao Mane Group of Institutions is to strengthen the Industry Academia Engagement** with mutual understanding under which both the institutes will work together for better outcomes.

OUTLINE OF THE ROLES

Following roles are envisaged, the details will be arrived at in a separate Memorandum of Agreement:

Department of Computer Science and Engineering of Ashokrao Mane Group of Institutions :

- ✓ Appointment of faculty leader / team and develop their competency level for support & coordination in identification joint skill development training & awareness programmes.

- ✓ Execution of the identified joint skill development training & awareness programmes at **Department of Computer Science and Engineering of Ashokrao Mane Group of Institutions** and Elite Softwares as per agreed upon plan.

- ✓ Regulatory requirements compliance for the identified joint skill development training and awareness programmes.

- ✓ Provide the brand of **Department of Computer Science and Engineering of Ashokrao Mane Group of Institutions** and outreach mechanism for marketing of the identified joint skill development training and awareness programmes.

- ✓ Participate in and volunteer for relevant events organized by the Elite Softwares.

- ✓ Display innovative technologies for operational environment testing.

Elite Softwares, Pune:

- ✓ Elite Softwares especially focused on students self employment ability and entrepreneurship program, where students while learning can earn and compete with Industry Requirement.

- ✓ Under this MoU Elite Softwares trying to fulfill the GAP between Industry Requirement and Academic Syllabus.

- ✓ Elite Softwares setup one "START-UP CELL" in Your College Campus, where students can interact with live client's requirement.

- ✓ Under Entrepreneurship and START-UP CELL, we try to give few live projects to students for their live client experience and will provide experience letter to those students who work on live project during academy.

- ✓ Elite Softwares to design and arrange Faculty Development Program (FDP) for College Faculty on latest trends and demands of Industries.

- ✓ MoU will work for Placements & Internships for Students.
- ✓ Encourage Students to undertake any product research or Product Development Projects of Elite Softwares or its associate Companies.
- ✓ With college permission, once in a month will visit to college and interact with students, to motivate and update with a latest technology.
- ✓ This MoU will build, every student will be self independent, ready to work on live projects while academy, ready for placement interviews, confident building using our self employment unit and Professional attitude somewhere we want to build in students, so they can easily work in IT Industry.
- ✓ Offer infrastructure at Elite Softwares for execution of Joint skill development training and awareness programmes.
- ✓ Offer know-how for the planning and execution of the identified joint skill development and awareness programmes.
- ✓ Contribute to the competency development of team for the identified joint programme.
- ✓ Enable internships for students engaged in joint skill development and awareness programmesdepending upon the need of ELITE SOFTWARES and other programmes at **Department of Computer Science and Engineering of Ashokrao Mane Group of Institutions.**
- ✓ Enable interaction opportunities for faculty at **Department of Computer Science and Engineering of Ashokrao Mane Group of Institutions** for continual improvements.
- ✓ Enable engagements with the industry for various joint initiatives.
- ✓ Arrange industrial visits for faculties and students of **Department of Computer Science and Engineering of Ashokrao Mane Group of Institutions.**
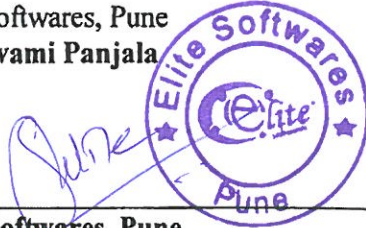
1. Duration / Term of the MoU:

This MoU shall be valid for Five (5) years from the date of its entering into and may be mutually extended from time to time in writing by both institutes.

2. Changes / Amendment:

No change can be made to this MoU without written consent and duly signed by both Institutes. Additions, deletions and/or alterations to this MoU may be effected with the written agreement of both institutes to this MoU concerning the changes.

CONTACT PERSONS

Elite Softwares, Pune
Mr. Swami Panjala

Elite Softwares, Pune
CoHive, 3rd Floor, Dnyanvatsal
Commercial Complex, Opp.
VandeviMandir, Kothrud, Pune – 411052

Mob: +91- 9096622683
Email: swami@elitesoftwares.co.in

Department of Computer Science and
Engineering ofAshokrao Mane Group of
Institutions
Prof. Pradip Ashok Chougule

Ashokrao Mane Group of Institutions,
VatharTarfVadgaon,Tal- Hatkanangale,
Dist.-Kolhapur (Maharashtra state),
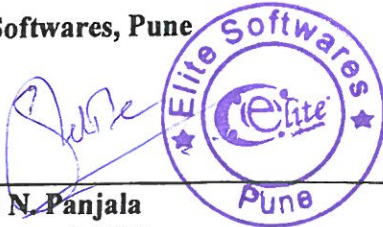India,Pin-416112

Tel.: + 91 9623048558
Email:hodcse@amgoi.edu.in

This MoU is prepared in two identical copies. Each organisation holds one original copy duly signed by the competent authority.

Signed
Date...........०५/१११/२०२०...............

For and on behalf of:

Elite Softwares, Pune

Swami N. Panjala
Founder and CEO

Ashokrao Mane Group of Institutions,
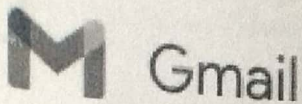VatharTarfVadgaon , Kolhapur

I/C DIRECTOR
Prof. P.B.Ghewari
I/C Director
SHRI BALASAHEB MANE SHIKSHAN PRASARAK MANDAL'S
ASHOKRAO MANE GROUP OF INSTITUTIONS
Vathar Tarf Vadgaon, Tal. Hatkanangale, Dist. Kolhapur, M.S. 416112

Witness:

Witness:

Page 5 of 5

M Gmail

Oracle Academy Membership Validation || SBMSPM's Ashokrao Mane Group of Institutions

6 messages

Divya Yadav <divya.d.yadav@oracle.com>   Tue, Dec 29, 2020 at 10:15 AM
To: hodcse@amgoi.edu.in

Hi Mr. Pradeep,

Thanks for showing interest in Oracle Academy Membership!
We have received your Application for Oracle Academy Institutional Membership for **SBMSPM's Ashokrao Mane Group of Institutions**. As you have not provided GST data in the application, we request you to please share GST Exemption certificate or a declaration on institution letterhead stating the reason for not having GST data. Please share the details asap.

ORACLE

Divya Yadav , Project Coordinator

Office: +91 1246226871 , Mobile: +91 7290008378

Oracle Academy India

One Horizon Center, DLF Golf Course Road, DLF City V, Sector 43

Gurgaon, Haryana -122003

H.O.D. CSE AMGOI <hodcse@amgoi.edu.in>   Tue, Dec 29, 2020 at 1:21 PM
To: Divya Yadav <divya.d.yadav@oracle.com>

Respected Mam,
        As per our telephonic discussion, herewith i am sending you the **Notification No. 12/2017- Central Tax (Rate) published by the Government of India, Ministry of Finance dated 28th June, 2017**. In this document **Sr. No. 66 Heading 9992**, It is clearly identified that for our institute GST is not applicable. Please find the attachment.
Attachments:
1. GST on Education Services Flyer
2. Notification No. 12/2017 published on 28th June, 2017

If any query please feel free to contact us.
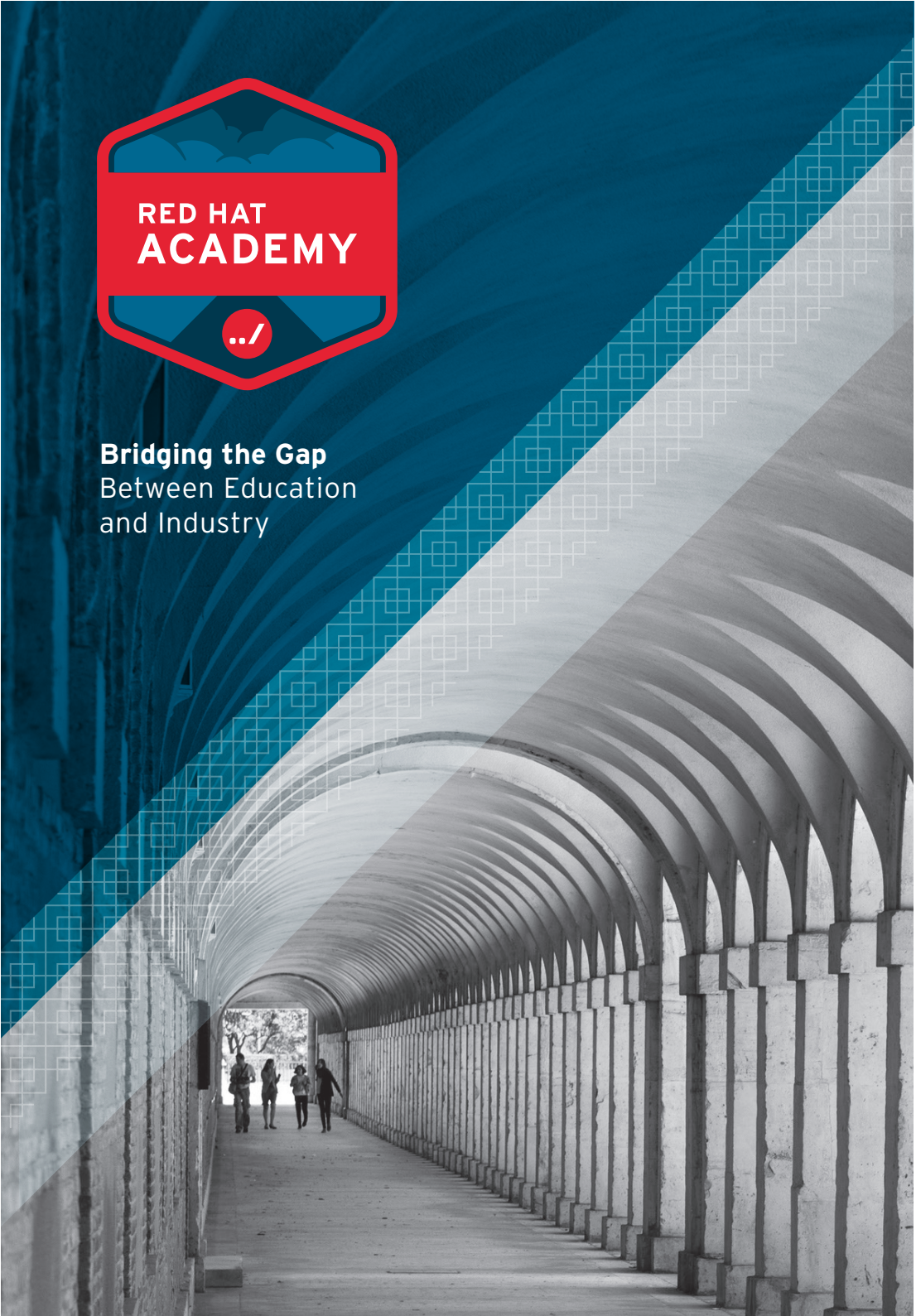Thanks & Regards
[Quoted text hidden]
--
Prof. Pradip Ashok Chougule
Head,

RED HAT
ACADEMY

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Bridging the Gap
Between Education
and Industry

"Most higher education institutions seek to prepare their graduates to be 'work ready,' so it's no surprise that many of them have incorporated Linux-related content into their curriculum. But building these courses to match the expectations of enterprises, updating them as technology evolves, and supporting them with hands-on labs and exercises can be complex, difficult, and costly. This is why we created Red Hat Academy."

KEN GOETZ, Global Vice President
Red Hat Training and Certification

Red Hat

EDUCATING THE NEXT GENERATION OF I.T. TECHNOLOGISTS

Red Hat® Academy provides a curriculum to help education institutions keep pace with the demands of industry. The curriculum involves hands-on instruction across platform, middleware, and cloud technologies built with input from Red Hat development, support, and field consulting teams. Unlike a generic "distribution agnostic" Linux® curriculum, Red Hat's curriculum is based on Red Hat Enterprise Linux, the leading enterprise Linux platform. Rather than learning theoretical skills, students learn practical skills based on use cases from thousands of enterprise implementations.

At Red Hat, we believe that closing the technology skills gap is vitally important to the future of enterprise software—and the opportunity to do so should be available to all. That's why we've made Red Hat Academy accessible to as many qualified academic institutions as possible. Eligibility is for nonprofit institutions or those that grant degrees, certificates, or diplomas.
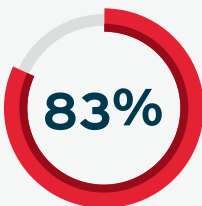
TRAINED, TESTED, AND TRUSTED

We know that finding IT professionals who know your technologies and have the right skills can be challenging. The Red Hat Academy curriculum is best-in-class training that offers a diverse curriculum for system administrators and developers.

90%

More than 90% of Fortune Global 500 companies rely on Red Hat.[1]

96%

96% of Red Hat students say they are better prepared to maximize the value of their Red Hat technology investment.[2]

83%

83% of Linux job postings seek Red Hat Certified Professionals.[3]

"The Red Hat Academy gives me an opportunity to share my love and passion for Linux with my students and allow them to earn a rigorous certification for industry-leading jobs."

Jeremy Hoffman, *Engineer, Community College of Baltimore City*

[1] *Red Hat client data and Fortune Global 500 list, 2017*
[2] *2015 Red Hat student global course evaluation survey*
[3] *2015 Red Hat certification survey*

Red Hat

PROGRAM FEATURES

The Red Hat Academy program partners with academic institutions to offer top-quality education programs on Red Hat technologies to help students reach their academic and career potential.

No-cost membership to qualifying universities, with easy online program enrollment.

Industry-leading curriculum that includes Linux, cloud, and middleware to help students acquire cutting-edge, job-relevant IT skills.

Discounted Red Hat exams for instructors and students.

Multiple student courseware formats that include e-book, printed, or HTML.

Flexible lab options to help academies accommodate their students.

Instructor training through no-cost Red Hat Video Classroom Courses.

Globally standardized materials available through the new web-based Academy portal and order process.

Global availability of content in up to 9 languages.

CURRICULUM AND CERTIFICATION

Red Hat Academy offers a range of curriculum and certification offerings.

CORE SYSTEM ADMINISTRATION
Red Hat Enterprise Linux

Learn to deploy, administer, manage, and secure Red Hat Enterprise Linux.

• **Red Hat System Administration I** RH124
• **Red Hat System Administration II** RH134
• **Red Hat System Administration III** RH254

MIDDLEWARE DEVELOPMENT

Master middleware applications.

• **Red Hat Application Development I: Programming in Java EE** JB183
• **Red Hat Application Development: Implementing Microservices Architectures** JB283

CLOUD COMPUTING

Support organizational movement to the cloud.

• **Red Hat OpenStack Administration I** CL110
• **Introduction to Containers, Kubernetes, and Red Hat OpenShift** DO180

RED HAT CERTIFICATION

50% discount for students
75% discount for instructors

Certifications available through Red Hat Academy.

• **Red Hat Certified System Administrator (RHCSA)** EX200
• **Red Hat Certified Engineer (RHCE)** EX300
• **Red Hat Certified Enterprise Application Developer (RHCEAD)** EX183
• **Red Hat Certified Enterprise Microservices Developer (RHCEMD)** EX283

Red Hat Linux system administrator salaries are **10% higher** than other Linux system administrator salaries.[4]

[4] Comparison based on information from simplyhired.com/salaries-k-red-hat-linux-system-administrator-jobs.html and simplyhired.com/salaries-k-linux-system-administrators-jobs.html as of January 5, 2016.

Red Hat

COURSEWARE AND HANDS-ON LABS

COURSEWARE

E-BOOKS *Fee*
This is a 1-year online access option for student course books. Features of this option include the ability to highlight, annotate, and take notes.

PRINTED BOOKS *Fee*
Available for both student and instructor guides.

HTML5 *No fee*
An online, 6-month option where students can access student guides.

HANDS-ON LABS

DO IT YOURSELF *No fee*
Download and deploy your own labs on your own equipment.

CLOUD SOLUTION *Fee*
Available online through a recommended lab service provider.

PARTNER SOLUTION *No fee*
Remote access solution based on your institution's existing resource/lab partnerships.

GENERAL QUESTIONS AND LAB SUPPORT
tecsupport-rha@redhat.com

RED HAT ACADEMY PORTAL QUESTIONS
redhat@gilmore.ca

Gilmore Global Offices
+1 800.795.6661 | +1 613.599.6065

RED HAT ACADEMY REGIONAL CONTACTS
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NA-RHA-BDM@redhat.com
APAC-RHA-BDM@redhat.com
LATAM-RHA-BDM@redhat.com

RED HAT
ACADEMY

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To find out more and register your institution,
visit **www.redhat.com/academy**.

For questions about the Red Hat Academy
program, contact the global program owner
at **RHA@redhat.com**.

PARTNER TERMS AND CONDITIONS
NORTH AMERICA

100 East Davie Street
Raleigh, North Carolina 27601 U.S.A.
919-754-3700 | www.redhat.com

Red Hat

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

If Partner acquires Red Hat Products and/or Services directly from Red Hat, 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 partnersor 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.

Shri. Balasaheb Mane Shikshan Prasarak Mandal's

ASHOKRAO MANE GROUP OF INSTITUTIONS

Vathar tarf Vadgaon- 416 112

Department Of Computer Science & Engineering.

Ref. No.-

Date-25/11/2021

Permission Letter

To

I/C Director

AMGOI, Vathar

Subject:-Permission to organize two days workshop under "Industry Academia Partnership Program Club".

Respected Sir,

We undersigned from the Computer Science & Engineering Department organizing two days workshop under Industry Academia Partnership Program.

1) 29th Nov2021- "Orientation and Red-Hat certification program" in association with Top IT Academy, Pune.

2) 30th Nov2021- "Network Addressing and Routing" in association with Bits Technology, Kolhapur for SY, TY, BTech CSE students.

We kindly request you to give permission for the same.

Prof. V. D. Desai

Coordinator

Permitted

26/11/21

Prof. S. S. Redekar

HOD, CSE

Gmail

Q Search in mail

● Active ∨   ②   ⚙   ⚙

Google 🟡

Compose

Inbox 716
Starred
Snoozed
Sent
Drafts 75
More

Labels +

? **HOD CSE AMGOI** <hodcse@amgoi.edu.in>
to me ▾

12:58 PM (3 minutes ago)   ☆   ↩   ⋮

---------- Forwarded message ----------
From: **IBM Security** <ibmacct@iam.ibm.com>
Date: Tue, 23 Mar 2021, 11:36
Subject: Registration successful
To: <hodcse@amgoi.edu.in>

IBMid | Registration complete

✓   Your IBMid is activated.

Your IBMid is: hodcse@amgoi.edu.in

Find answers in our frequently asked questions

Register below

Complete the information below to register. In addition to the forms below your will need to register for an IBM ID to enroll in the program.

Academic institution issued email: hodcse@amgoi.edu.in

Academic institution name: Ashokrao Mane Group of Institutions

Role
[Choose role ▼]

Current Degree
[Choose degree ▼]

Department
[Choose department ▼]

Enroll me in the IBM badge program. What is this?

◉   Yes

○   No

Please click on the links below to read and accept the program agreement and privacy statement

☐   I agree to the academic initiatives terms of service

☐   I agree to the privacy consent

Focus sentinel

IBM Academic Initiative Privacy Consent

Scope

The IBM Academic Initiative Privacy Statement applies to use of the IBM Academic Initiative program. The below statements should be considered in addition to the IBM Online Privacy Statement.

Personal Information

We collect your personal information for the purpose of granting access, processing or communications as it pertains to the IBM Academic Initiative.

1. 1. Participants will be contacted to revalidate their access to the program every six (6) months.
2. 2. Participants may also be contacted with reminders of when services they have signed up for are about to expire.

Uses
1. 1. To evaluate, review and process your request for access to the program.
2. 2. To contact you in connection with revalidating your access to the program.
3. 3. To contact you to promote projects and services related to those you have previously subscribed to.
4. 4. To remind you of expiring services.
5. 5. To connect you with other IBM academic offerings, projects, and services related to those you have previously subscribed to.

Retention
1. 1. Data is retained for as long as the user remains active and reauthorizes. Once the user no longer reauthorizes, we retain their data for only 5 days.

Your Choices
1. 1. When we collect information from you, you may tell us that you do not want it used for further contact.
2. 2. You may also request that your nomination be withdrawn.

To find out more about IBM privacy practices, see the [IBM Online Privacy Statement](#).
CancelAccept
Focus sentinel
Register

IBM Certification course

Sr.No.	Name of Student			Department
1	Vaishnavi	Babaso	Patil	Computer Science & Engineering
2	Suchita	Chandrakant	Hamidawade	Computer Science & Engineering
3	SURAJ	SANJAY	SAMBHOJI	Computer Science & Engineering
4	Alokb	Vilas	Yadav	Computer Science & Engineering
5	Abhay	Ashok	Patil	Computer Science & Engineering
6	Smetali	Rajendra	Bagal	Computer Science & Engineering
7	Yogeshri	Yuvraj	Patil	Computer Science & Engineering
8	Rushikesh	Satish	Jadhav	Computer Science & Engineering
9	Harshal	Pratap	Mane	Computer Science & Engineering
10	Siddhesh	Prakash	Desai	Computer Science & Engineering
11	Hrithik	Kailash	Purohit	Computer Science & Engineering
12	Vaishnavi	Rajendra	Petkar	Computer Science & Engineering
13	Pratik	Sunil	Patil	Computer Science & Engineering
14	Shaheen	Farook	Torgal	Computer Science & Engineering
15	Dnyaneshwar	Sharad	Chakotkar	Computer Science & Engineering
16	Dhanashri	Dhanaji	Jadhav	Computer Science & Engineering
17	Amruta	Balkrishna	Sutar	Computer Science & Engineering
18	Sneha	Subhash	Salunkhe	Computer Science & Engineering
19	DIGVIJAY	DILIP	PATIL	Computer Science & Engineering
20	Rameshwari	Ramrao	Sankpal	Computer Science & Engineering
21	Rutuja	Ramesh	Chougule	Computer Science & Engineering
22	Prathamesh	Balaso	Jadhav	Computer Science & Engineering
23	Kiran	Anil	Aiwale	Computer Science & Engineering
24	Samruddhi	Sunil	Patil	Computer Science & Engineering
25	Sneha	Subhash	Salunkhe	Computer Science & Engineering
26	Tejas	Maruti	Patil	Computer Science & Engineering
27	Priyanka	Jawaharsingh	Hajare	Computer Science & Engineering
28	Swati	Ravsaheb	Mali	Computer Science & Engineering
29	Sourabh	Ranjitsing	Rajput	Computer Science & Engineering
30	Dipak	Ravindra	Gargote	Computer Science & Engineering
31	Sneha	Shivprasad	Ghewari	Computer Science & Engineering
32	Prajakta	Dnyandev	Shinde	Computer Science & Engineering
33	Prajkta	Prakash	Mirajkar	Computer Science & Engineering
34	Manasi	Suhas	Mahajan	Computer Science & Engineering
35	Ayurvedi	Dayanand	Ganbawale	Computer Science & Engineering
36	Mayuri	Baburao	Magdum	Computer Science & Engineering
37	Kajal	Sambhaji	Patil	Computer Science & Engineering
38	Aparna	Hindurao	Kumbhar	Computer Science & Engineering
39	Shraddha	Ashokrao	Jadhav	Computer Science & Engineering
40	Gulsha	Shreekumar	Chawla	Computer Science & Engineering
41	Avadhut	Balasaheb	Shinde	Computer Science & Engineering
42	Seema	Dinkar	Mali	Computer Science & Engineering
43	Priti	Keraba	Patil	Computer Science & Engineering
44	Mayuri	Manik	Patil	Computer Science & Engineering
45	Darshan	Vasudeo	Kamble	Computer Science & Engineering