

LPI Approved Training Partner (LPI ATP) Program Agreement

The following agreement is herewith concluded between:

- hereinafter "Partner" -

and

Open Source Certification GmbH, LPI Central Europe,
Karthäuserstraße 8, 34117 Kassel, Germany,
(hereafter, "LPI CE")

Preamble

LPI is a vendor-neutral institution, which works with Partners around the world to establish unified standards for continuing education in the field of free software, especially software based on Linux.

Thus, LPI offers a standardised, multinational and recognised program (the LPIC program) which utilises examinations at multiple levels to certify an individual's Linux skills.

In order to ensure diversity and creativity, LPI does not require that any particular training documents be used. However, LPI and its Partners certify training documents in order to maintain quality.

As a part of the LPI Approved Training Partner (LPI ATP) Program ("program"), qualified Partners carry out the preparation for the examinations. These Partners work exclusively with certified trainers and certified training materials.

With this agreement, the Partner shall become an LPI Approved Training Partner (LPI ATP) or an LPI Gold Approved Training Partner (LPI Gold ATP) and will participate in the LPI ATP partner program.

1. Training courses and selection of training materials

The Partner, independently and in the Partner's own name, provides training courses intended to prepare the Partner's customers for the successful completion of examinations covering their Linux skills.

Within the context of the Partner's training courses, the Partner is obligated to exclusively use high quality training materials. LPI recommends specific high quality training materials on its websites.

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2. Quality requirements with respect to the instructors and the LPI Certified Trainer program

Within the context of the Partner's training courses, the Partner is obligated to exclusively appoint instructors who are actively certified by LPI at the respective LPIC level being taught. LPI certification is considered active if no more than five calendar years have passed since the date on which the LPI certification was achieved.

For group, classroom or individual instruction, the Partner must appoint a minimum of one instructor who is certified for each LPIC level being taught in the respective classes.

The Partner must register the Partner's LPI certified trainers in a database online over the portal found at <http://www.lpi-training.eu>.

Once the LPI certified trainer has provided proof of his/her teaching qualifications, he/she may hold the title "LPI Certified Trainer" (LPI CT) at the appropriate level of the LPIC-program (LPIC-1, LPIC-2, LPIC-3 Core and LPI 302, 303 and so on). Recognised proof in this regard is the passing of a teacher training course in a comparable program, e.g. a teaching certificate from a university or institution of higher education, the Chamber of Industry and Commerce trainer aptitude examination or the Microsoft Certified Trainer (MCT) examination.

With e-learning measures, the Partner must have at least one specialist who is certified for each LPI level and holds the title "LPI Certified Trainer" for which a course is developed and provided.

Depending on the Partner's size and market penetration, the Partner will be granted an element of flexibility and a transition period regarding the total number of certified trainers. This will be decided between the Partner and LPI by mutual consent.

3. Compliance with the code of ethics for training organisations

The Partner is obligated to adhere to LPI's ethical principles, as per Attachment 1 of this agreement.

4. Inspection of Partner by LPI

It is the Partner's responsibility to ensure compliance with the requirements regarding training materials and teaching staff as per sections 1 and 2 of this agreement.

The Partner is obligated to permit LPI to perform occasional inspections during normal business hours. These will be performed after appropriate advance notice. LPI is obligated to perform these inspections in a manner that does not interfere with the Partner's daily operations.

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To ensure the quality of training and adherence to LPI's standards, LPI is, in particular, to be granted information concerning the instructors' qualifications.

5. Mutual use of logos

This agreement entitles the Partner to use the appropriate Partner logo in connection with the program. This is the LPI Approved Training Partner or LPI Gold Approved Training Partner logo, depending on the membership level the partner has chosen. LPI is entitled to use the Partner's logo within the context of the program, e.g. for advertising and promotion purposes.

These mutually granted rights are non-exclusive and non-transferable. They apply only within Germany, Austria and Switzerland. The parties do not have the right to grant sublicences.

The terms of this agreement do not cover other uses of the logos. In particular, the logos may not be modified in any way, nor may they be used in part. The logos may not be used in any manner that is detrimental to their owner and may not be associated with any illegal content.

The partners to this agreement indemnify each another against third-party claims which arise from a non-approved use of the logo. In such cases, the partner to this agreement who is in violation shall assume the costs for the required legal defence, including all court and legal fees. This does not apply if no liability for the infringement can be found.

The preceding mutually granted rights automatically end with the ending of this agreement between the parties, without requiring a separate termination or the issuance of a separate declaration of intent.

6. Commencement of agreement, annual fee, standard and gold membership

This agreement takes effect beginning on the first calendar day of the month of _____, 20____.

The annual fee must be paid to LPI CE within 30 days of invoicing. During the first year of the agreement, the fee is payable on a monthly prorated basis. If the partnership starts e.g. at 1st of may 2010 the partner has to pay the fee for the current year up to 31st of december 2010.

The LPI ATP program has two different membership levels, namely LPI Approved Training Partner and LPI Gold Approved Training Partner. The annual fee for membership as an LPI Approved Training Partner is EUR 500 (plus German VAT, where applicable) per Partner and location. The annual fee for membership as an LPI Gold Approved Training Partner is EUR 800 (plus German VAT, where applicable) per Partner and location.

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If the Partner has multiple subsidiaries in differing locations, the fee must be paid separately for each location.

The Partner becomes an

- LPI Approved Training Partner
- LPI Gold Approved Training Partner

with ____ location(s) in this contract.

New Partners are not shown on the LPI ATP Internet portal until after they have paid their first annual fee.

7. Particular requirements and rights with the membership as an LPI Gold Approved Training Partner

In addition to the requirements imposed on LPI Approved Training Partners, LPI Gold Approved Training Partners must also meet the following requirements.

- They must employ at least two trainers with the LPI Certified Trainer LPIC-1 designation.
- They must conduct at least one training unit each year related to the preparation for LPI certification and be able to verify this upon request.

In addition to the rights that LPI Approved Training Partners are granted within the program, LPI Gold Approved Training Partners are also granted the following rights.

- The Partner is entitled to use the LPI Gold Approved Training Partner logo in connection with the program, e.g. for advertising and promotion purposes.
- The Partner is entitled to be denoted with the higher designation LPI Gold Approved Training Partner in the program's Internet portal found at <http://www.lpi-training.eu>.

If an LPI Gold Approved Training Partner does not meet or no longer meets the additional requirements, the Partner must immediately notify LPI thereof. If the Partner informs LPI or LPI otherwise establishes that the LPI Gold Approved Training Partner does not meet or no longer meets the additional requirements, LPI can downgrade the Partner to the LPI Approved Training Partner status. In such cases, neither a refund nor a partial refund of the difference between the membership fees will take place. Prior to downgrading the Partner, LPI must provide the Partner with a 2-month period for the purpose of enabling the Partner to once again meet the additional requirements.

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8. Internet portal and ranking

On its Internet portal for this program, LPI provides potential customers with various search options, such as the possibility to search by location, postal code and country. It is also possible to search from among all partners or from among partners who offer specific training courses. Combined searches are possible.

The order in which the partners are displayed to potential customer in search results is based upon a ranking established by LPI. This ranking is determined by a points system. Points are awarded based on the following criteria:

- a) Number of LPI Certified Trainers and their level of qualification:
 - Points are awarded for a maximum of three different trainers from each LPI ATP
 - When awarding points, a differentiation is made between the following LPI certification levels: LPIC-1, LPIC-2, LPIC-3 Core (LPI 301), LPI 302, LPI 303
 - Number of points:
 - LPIC-1: 10 points each
 - LPIC-2: 15 points each
 - LPIC-3 Core (LPI 301): 15 points each
 - LPI 302: 10 points each
 - LPI 303: 10 points each
 - The points are added up in each case (e.g. LPIC-1 + LPIC-2 = 25 points)
- b) References:
 - When awarding points, a differentiation is made between the following company sizes:
 - Per active reference customer with up to 10 employees: 5 points
 - Per active reference customer with between 11 and 250 employees: 10 points
 - Per active reference customer with 251 or more employees: 15 points
 - References can be displayed or hidden, depending on the reference customer's preference
- c) Number of different registered training units:
 - The following points are awarded for each different registered training unit:
 - Single registered training unit: 1 point
 - Complete training track, preparation for LPIC-1, LPIC-2 or LPIC-3: 5 extra points
- d) Number of training units that actually took place:
 - The following points are awarded for each registered training unit that actually took place:
 - Participants at the training unit that took place:
 - At least 3 participants: 20 points
 - At least 5 participants: 30 points

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- At least 8 participants: 40 points
 - The LPI ATPs enter their training unit that took place in the protected area of the platform. LPI will receive an e-mail in this regard. LPI will then contact the LPI ATP, verify the information and then activate the points for the training unit that actually took place.
- e) LPI Gold ATP status: 50 points
- f) Personal participation at the annual LPI ATP partner meeting: 20 points
- g) Participation as a co-exhibitor at the LPI booth at a commercial event, e.g. CeBIT in Hanover: 40 points

9. Changes to the program

LPI reserves the right to make changes to this program at any time. The Partner must be notified of these changes in writing 30 days before they come into effect. LPI will publish the details on its website at the address www.lpice.eu. Changes are deemed to be accepted by the Partner if the Partner fails to raise an objection with LPI in written form within two weeks from the time the information on the changes to the program is sent.

10. Termination of the agreement

This agreement will initially be concluded for one complete calendar year. If the Partner does not terminate the agreement with two months notice prior to the expiration of the agreement, the agreement is automatically extended by one year. This notice period and automatic extension clause also applies to subsequent extensions.

Notice of termination must be sent by registered mail.

If there is due cause, the agreement may be terminated without observing the above-stated notice period.

In particular, the initiation of insolvency proceedings by one of the partners to this agreement or if initiation is rejected due to insufficiency of assets shall be considered due cause.

If the Partner, despite having been previously warned by LPI, fails to adhere to contractual requirements, particularly those pertaining to requirements regarding training materials and teaching staff as per sections 1 and 2 of this agreement, this too shall be considered due cause.

Open Source Certification GmbH
Linux Professional Institute (LPI) Central Europe

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11. Final provisions

No collateral agreements to this agreement have been made. Any changes or additions to this agreement must be made in writing to be effective. The same applies to the waiving of the requirement that changes and additions be made in writing.

This agreement replaces all previous agreements between the parties to the agreement. Any oral agreements which have been made are a part of this agreement only if they are recorded in this agreement in writing.

Should one or more provisions of this agreement be ineffective, they are to be replaced by a legally effective provision that approximates the economic purpose of the selected, ineffective provisions.

This agreement does not establish any corporate relationships between the partners to the agreement. This agreement is not a franchise agreement.

Only German law shall apply for disputes arising from this agreement. The place of jurisdiction is Kassel.

Place, date

LPI CE

Partner

Printed:

Open Source Certification GmbH LPI Central Europe Karthäuserstraße 8 34117 Kassel GERMANY	Complete address or company stamp
Linux Professional Institute Inc. One Queen Street Suite 102 Cobourg, Ontario, Canada K9A 1M8	VAT ID or tax number

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Attachment 1

**LPI code of ethics
for training organisations and academic institutions**

LPI requires that training organisations commit to the same Linux community standards that LPI itself strives to embody. This means:

The training organisation will offer a training program at a level of quality reflective of the good intentions, neutrality and objectivity of LPI certification in the Linux community.

The training organisation will develop, publicise and follow a clear training program that links its Linux courses with LPI certification, so that individuals are able to use the training program to plan their career.

The training organisation will offer courses that use teaching methods that are relevant to the format in question. The training processes must be cogent and credible.

The training organisation will encourage practical exercises and/or simulations in its training program.

The training organisation will employ instructors who have specialised knowledge and teaching experience.