



Open Source Certification GmbH
LINUX Professional Institute (LPI) CENTRAL EUROPE
CERTIFIED SOLUTION PROVIDER Agreement

This agreement is made between:

(hereafter, "Partner")

and:

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

The parties agree to the following:

Preamble

LPI Inc., Canada, is an institution that is not related to any manufacturer, which works with partners around the world to establish unified standards for continuing education in the field of free software, especially that based on Linux.

Thus, through the LPIC program, LPI offers a standardised, multi-national and recognised program which utilises examinations at multiple levels to certify an individual's Linux skills.

Open Source Certification GmbH is the master affiliate of LPI Inc., Canada, and, as such, operates in Austria, Belgium, Czech Republic, Germany, the Netherlands, Luxembourg, Poland and in Switzerland. It is especially involved in certification for the Linux and open source software field. Open Source Certification GmbH is explicitly a party to this agreement.

With the LPI CERTIFIED SOLUTION PROVIDER Program (hereafter, "LPI CSP"), LPI Inc. and LPI CE are seeking to support partner organisations that offer services and system solutions in the Linux and open source software field.

This agreement makes it possible for the Partner to become an LPI CERTIFIED SOLUTION PROVIDER and to then participate in the partner program.



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1. Objective of the agreement

The primary objective of this agreement is the inclusion of the Partner in an Internet portal which is available to potential customers who are seeking a suitable service provider in the Linux and open source software field.

By intentionally promoting the Internet portal in trade journals, well-known general newspapers and magazines, and especially at trade fairs, the Internet portal, and, beyond that, system solutions from the Linux and open source software field will achieve significant visibility for potential customers.

LPI CE makes no guarantee or warranty for the (commercial) success of this program.

2. Partnership

The Partner may choose between five differing types of partnership, insofar as the necessary requirements are met. The Partner itself selects the type of partnership to the extent that it meets the necessary requirements.

a. LPI Partner

Every company and organisation that offers system solutions in the Linux and open source software field may become a partner.

b. LPI Approved Partner

Every company and organisation that offers system solutions in the Linux and open source software field may become an LPI Approved Partner. Additional requirements must also be met:

- There must be at least two persons employed who are actively certified as "Junior Level Linux Professionals (LPIC-1)".
- The organisation must also have at least one active reference customer for whom a system solution in the Linux or open source software fields has been developed or is regularly maintained.



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c. LPI Approved Partner Provisional

Every company and organisation that offers system solutions in the Linux and open source software field may become an LPI Approved Partner Provisional. Additional requirements must also be met:

- The organisation must seek to employ at least two persons who are actively certified as “Junior Level Linux Professionals (LPIC-1)” within one year after the conclusion of the CSP agreement.
- The organisation must also have at least one active reference customer for whom a system solution in the Linux or open source software fields has been developed or is regularly maintained.

d. LPI Approved GOLD Partner

Every company and organisation that offers system solutions in the Linux and open source software field may become an LPI Approved GOLD Partner. Additional requirements must also be met:

- There must be at least three persons employed who are actively certified as “Junior Level Linux Professionals (LPIC-1)”.
- There must be at least one person employed who is actively certified as an “Intermediate Level Linux Professional (LPIC-2)”.
- The organisation must also have at least two active reference customers for whom a system solution in the Linux or open source software fields has been developed or is regularly maintained.

e. LPI Approved GOLD Partner Provisional

Every company and organisation that offers system solutions in the Linux and open source software field may become an LPI Approved GOLD Partner Provisional. Additional requirements must also be met:

- The organisation must seek to employ at least three persons who are actively certified as “Junior Level Linux Professionals (LPIC-1)” within one year after the conclusion of the CSP agreement.
- The organisation must seek to employ at least one person who is actively certified as an “Intermediate Level Linux Professional (LPIC-2)” within one year after the conclusion of the CSP agreement.
- The organisation must also have at least two active reference customers for whom a system solution in the Linux or open source software fields has been developed or is regularly maintained.



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3. Internet portal and ranking

LPI CE offers various search options on its Internet portal for potential customers, particularly by location, postal code and country. It is also possible to search from among all partners and from among partners who offer system solutions for small, medium and large businesses. Combined searches are possible.

The order of the partners shown to the potential customer as a search result is based upon a ranking established by LPI CE. This ranking is determined by a point system. Points are awarded based on the following criteria:

- per LPIC-1-certified employee 5 points
- per LPIC-2-certified employee 5 points
- per LPIC-3-certified employee 10 points
- per active reference customer with up to 10 employees 5 points
- per active reference customer with 11 to 250 employees 10 points
- per active reference customer with more than 251 employees 15 points
- base points for the "Approved Partner Provisional" status 150 points
- base points for the "Approved Partner" status 150 points
- base points for the "Approved Gold Partner Provisional" status 300 points
- base points for the "Approved Gold Partner" status 300 points

The potential customer who is using the Internet portal can then view the contact information provided by the Partner during the registration process as well as the Partner's references that have been released for publication (see sec. 5).

The Partner cannot make any claims against LPI CE regarding a specific position in the ranking. LPI CE establishes the ranking according to the best of its knowledge and in good faith, trusting the accuracy of the information provided by the Partner.

In case of an incorrect ranking, the Partner has no right to claims for damages against LPI CE unless the incorrect ranking is the result of malicious intent or gross negligence on the part of LPI CE or its agents.



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4. Verification of certified employees

In order to verify an LPI-certified employee, the Partner must provide the last name, first name, e-mail address and LPI ID of that employee.

The employee in question then receives an e-mail from LPI CE in which he or she is asked to verify that he or she is an employee of the Partner, and in which he or she is asked to consent to be shown as an employee in the Partner's profile.

After LPI CE has verified this, the employee is then shown as active in the Partner's profile.

The same applies when the employee's status changes (e.g. receipt of a higher level of certification).

5. Verification of the Partner's reference customers

In order to verify a reference customer, the Partner must provide the last name, first name, company, address, telephone number, fax number and e-mail address of that reference customer. In addition, the partner must provide information about the size of the reference customer's company (see sec. 3, para. 2). In the Partner's interest, information about the reference technology should also be provided.

The reference customer then receives an e-mail from LPI CE in which he or she is asked to verify the accuracy of the information provided by the Partner, and in which he or she is asked to consent to be shown as a reference customer in the Partner's profile.

After LPI CE has verified this, the reference customer is then shown as active in the Partner's profile.

The same applies when the reference customer's status changes (e.g. expansion of the system, moving to the next level of the number of employees as detailed in sec. 2).

The Partner is obligated to indemnify LPI CE against any claims raised by reference customers arising from the information provided about him or her in the Internet portal or in another manner based on this agreement.

6. Attestation/LPI CE Partner inspection

The Partner attests at this time to the accuracy of the information provided, particularly that regarding certified employees and reference customers.

The Partner is obligated — in the interests of LPI CE's particular quality standards — to permit LPI CE to inspect the Partner's records occasionally



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and, upon request, to provide proof that the employees who have been listed are still employed by the Partner.



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7. Annual fee and commencement of agreement

The Partner is required to pay an annual fee to LPI CE for membership in the program. The figures below are for each location of the Partner:

<input type="checkbox"/>	as an LPI Partner	100.00 euros
<input type="checkbox"/>	as an LPI Approved Partner	375.00 euros
<input type="checkbox"/>	as an LPI Approved Partner Provisional	375.00 euros
<input type="checkbox"/>	as an LPI Approved GOLD Partner	750.00 euros
<input type="checkbox"/>	as an LPI Approved GOLD Partner Provisional	750.00 euros

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

The annual fee (plus any additional legal VAT) is to be paid in the legal amount within 14 days after LPI CE has issued an invoice for it.

During the first year of the agreement, the fee is payable on a monthly pro-rated basis. If the Partner has multiple subsidiaries in differing locations, the fee must be paid separately for each location.

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

8. Loss of partner level

If a partner who is an LPI Approved Partner or an LPI Approved GOLD Partner no longer fulfils the requirements for its type of membership (such as through the loss of certified employees), the Partner must report this to LPI CE immediately.

The Partner will not be placed back into the next-higher level whose requirements are met until after a transition period of three (3) months, during which it can fulfil the requirements once again.

Nevertheless, the Partner is obligated to pay the annual fee according to the type of partnership that the Partner held at the beginning of the fee year. Fees which have already been paid will not be refunded in whole or in part.



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9. Use of logos

Through this agreement, LPI Approved GOLD Partners, LPI Approved Partners and LPI Partners are simultaneously entitled to use the LPI CERTIFIED SOLUTION PROVIDER logo with the proper identification of their partner level for services in the Linux and open source software system solutions field.

These rights that are granted are non-exclusive and non-transferable. They apply only within Austria, Belgium, Czech Republic, Germany, the Netherlands, Luxembourg, Poland and Switzerland.

The Partner is explicitly not accorded the right to grant sublicenses.

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

The Partner indemnifies LPI CE against any third-party claims which arise from a non-approved use of the logo. In this case, the Partner assumes the costs for the required legal defence, including all court and legal fees.

10. Termination of the agreement

This agreement is concluded for an unspecified period of time.

Both parties have the right to withdraw from the agreement upon three (3) months notice prior to the end of the calendar year, earliest to 31 December of the current calendar year.

If there is an important reason, the partners may withdraw from this agreement without observing the advance notice requirement stated above. An important reason exists particularly upon the initiation of insolvency proceedings by one of the partners to this agreement or if initiation is rejected due to insufficiency of assets.

An important reason exists for LPI CE specifically when the Partner is in default in payment of the annual fee or if LPI CE decides to terminate the CERTIFIED SOLUTION PROVIDER program.

Notices of withdrawal from this agreement must be made in writing by registered letter.

In particular, the permission to use the logo ends upon the termination of the agreement.



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11. Internet portal

LPI CE's Internet portal is normally available 24 hours per day (hereafter, "operating time").

Operating times exclude periods during which data is being backed up, system or software maintenance is being carried out, or work on the system or on the database are being performed.

To the extent that it is required in the interest of the users, LPI CE is entitled to perform such work during operating time. During these periods, which the company shall endeavour to keep to a minimum, data may be temporarily unavailable for download.

12. Improper use

LPI CE reserves the right, upon suspicion of improper use or significant breach of contract, or suspicion that the Partner has provided false information, to investigate such occurrences, to take appropriate measures, and, in the case of a justified suspicion, to deactivate the customer's profile on the Internet portal, if appropriate, at least until such time as the Partner provides evidence to allay the suspicion. If appropriate, LPI CE can withdraw from the agreement without notice in the case of especially serious infringements. The said deactivation shall be lifted without delay if the Partner is able to allay the suspicion.

Provided that the Partner is responsible for such an infringement, the Partner shall compensate LPI CE for any damages that arise as a result of an infringement of the obligations in the previous paragraph.

13. Offsetting, right of retention

The Partner may only offset payable charges when its counter-claims have been established or where they are not disputed by the LPI CE.

The Partner may only exercise a right of retention when its counter-claim is based on the same contractual relationship.



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14. Rights in the event of a defect, liability

LPI CE makes no warranties or representations as to the accuracy of information provided by the Partner or its reference customer, particularly to the extent that they may be shown incorrectly in the Partner's profile. LPI CE assumes no liability in this regard.

LPI CE offers no guarantee that interactive procedures reach the Partner, its employees, reference customers or potential customers in the correct form or that the dial-up procedure via the Internet functions correctly at all times. Furthermore, LPI CE offers no guarantee that data will be transmitted at a specific speed.

LPI CE assumes no liability for the security of data outside its own area of control. In addition, it offers no guarantee regarding disruptions arising as a result of faults in the customer's or Partner's computer or in the communication path to the server.

In cases of ordinary negligence, LPI CE shall only be liable for the breach of contractual obligations, and any such liability shall be limited to foreseeable damage, at the most, however, equal to the amount of a net annual fee. This limitation shall not apply in the event of death, personal injury or damage to health. LPI CE shall not be liable for any other damage resulting from ordinary negligence.

LPI CE's legal representatives, vicarious agents and employees may not be held personally liable for damage they cause as a result of ordinary negligence.



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15. Final provisions

No oral 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.

If one or more provisions of this agreement are invalid, that provision is to be replaced by a legally valid provision that comes nearest to the commercial purpose of the provision that was chosen, but which is invalid.

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

Only German law with the exception of the UN Convention on the Sale of Goods shall be used for legal actions resulting from the contract.

The sole place of jurisdiction is Kassel, Germany.

Kassel, the _____

Place, date

Place, date

Open Source Certification GmbH, LPI CE

Signature of Partner

Printed full name of the signatory.

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



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Attachment A

Partner logos used in the LPI CERTIFIED SOLUTION PROVIDER program

LPI Partner



LPI Approved Partner

LPI Approved Partner Provisional



LPI Approved GOLD Partner

LPI Approved GOLD Partner Provisional

