

SUSE Partner Program Agreement

This SUSE Partner Program Agreement ("Agreement") is made between SUSE (as defined below) and the entity applying to participate ("Partner") in the SUSE partner program ("Partner Program").

"SUSE" means the legal entity with its SUSE business unit named below that corresponds with the location of Partner's legal entity:

Region/Country of Partner legal entity	Relevant SUSE legal entity
Americas (except Canada), Asia-Pacific (except India and Japan)	SUSE LLC
Canada	SUSE Software Solutions Canada ULC
India	SUSE Software Solutions India Private Ltd
Japan	SUSE Software Solutions Japan KK
Europe, the Middle-East and Africa (EMEA)	SUSE Software Solutions Ireland Ltd

1. **Authorization.** Effective upon issuance by SUSE of a written authorization notice of Partner's admittance into the SUSE Partner Program ("Authorization Notice"), SUSE grants Partner authorization to exercise the privileges of the partner type(s) indicated in the Authorization Notice. The requirements to qualify for privileges of, and obligations associated with, a partner type are defined in this Agreement and the Program Guide located on the Partner Portal (Program Guide). Partner's continued authorization is based on its compliance with this Agreement and the requirements of the Program Guide applicable to Partner's level of participation. The authorization is non-exclusive and is personal to Partner's legal entity that applied for the Partner Program and meets the Program requirements. If Partner has business locations in different countries that wish to participate in the Partner Program, each location should separately apply to the Partner Program and separately enter into this Agreement.
 - 1.1. Resale of Products. Partner may acquire for resale eligible software subscriptions and service offerings ("Products") from a distributor authorized by SUSE that has the contractual right to sell Products in the applicable territory. All payment, credit, shipping and other direct purchase terms shall be between Partner and the authorized distributor from which Partner acquires the Products. Partner is authorized to market and resell Products only to End User customers in the applicable territory. "End User" means a person or entity acquiring the Products for its own internal use. End User does not include an entity that sells or resells Products to, or rents or leases the Products to, other parties.
 - 1.2. Internal Partner Use of Software. Certain Products may be made available by SUSE to Partner at no cost solely for Partner's internal, non-production use during the term of this Agreement as specified herein. If Partner chooses to receive, install, or use any such Products, Partner agrees to additionally comply with the terms and conditions set forth in Exhibit A to this Agreement. Technical support is not included under this Agreement for these Products.
 - 1.3. Training Partner. If the Authorization Notice indicates that Partner is accepted as a Training Partner, Partner agrees to additionally comply with the Training Partner requirements identified in Exhibit B to this Agreement.
 - 1.4. Deal Registration. If SUSE notifies Partner in the Authorization Notice that Partner is eligible for participation in SUSE's deal registration program, and if Partner chooses to participate in such deal registration program, then Partner agrees to additionally comply with the terms and conditions in Exhibit C to this Agreement.
 - 1.5. Separate Agreement. Partner and SUSE may choose to enter into a separate written agreement that covers one or more activities covered by this Agreement. The terms and conditions of such agreement shall prevail over the terms and conditions of this Agreement in the event of conflict. Nothing in this Agreement obligates either party to enter into any such separate agreement. Expiration of this Agreement shall not necessarily affect any such separate agreement then in force.
2. **Program Guide.** The Agreement incorporates the online Program Guide located on the Partner Portal. If a conflict arises between the Agreement terms in this document and any provision in the Program Guide, the Agreement terms in this document will prevail. SUSE may in its discretion and without compensation to Partner change the Program Guide, as well as any requirements, benefits, terms or other features of the Partner Program. Any such changes become effective upon written notice, which may take the form of publication online. If Partner is not satisfied with any such change, Partner may terminate this Agreement for convenience as described below.
3. **Term and Termination.** This Agreement, and the authorization granted hereunder, are effective on the date of the Authorization Notice, and remain in effect for a period of one year from that date. This Agreement will automatically renew for successive one-year periods unless earlier terminated in accordance with the provisions below.
 - 3.1. Termination for Cause. Either party may terminate this Agreement for the substantial breach by the other party of a material term. The terminating party will first give the other party written notice of the breach and a reasonable period of at least fourteen (14) days in which to cure the alleged breach. If a cure is not achieved during the cure period the non-breaching party may terminate this Agreement upon written notice.

- 3.2. Termination for Convenience. Either party may terminate this Agreement (and Partner's authorization hereunder) for convenience and without showing cause at any time upon 30 days' prior written notice to the other party.
 - 3.3. Insolvency, Assignment, or Bankruptcy. Either party may terminate this Agreement upon written notice to the other party if the other party (a) is not paying its debts as such debts generally become due, (b) becomes insolvent, (c) files or has filed against it a petition or other document under any bankruptcy law or similar law, that is unresolved within 60 days of the filing of such petition or document, (d) proposes any dissolution, liquidation, composition, financial reorganization or recapitalization with creditors, (e) makes a general assignment or trust mortgage for the benefit of creditors, or (f) if a receiver, trustee, custodian or similar agent is appointed or takes possession of any of its property or business.
 - 3.4. Effect of Termination. Agreement termination for any reason will immediately terminate Partner's participation in the Partner Program, including eligibility for the program benefits. Immediately upon termination, Partner shall cease referring to itself as authorized partner, or any other title associated with the Partner Program, and shall cease using those titles and any SUSE or Partner trademarks, logos and brands in any communication and advertising or on Partner's websites or products. Unless otherwise permitted by the terms of an open source license, Partner shall destroy (or return if so directed by SUSE) all materials, documents, brochures, tools and software (including any copies) that Partner may have obtained from SUSE or its fulfillment agent in connection with its participation in the Partner Program. Any fees owed by Partner shall be due upon termination. Regardless of any other provision of this Agreement, no fees will be refunded and SUSE will not by reason of the termination of the Agreement be liable for compensation, reimbursement, or damages on account of the loss of prospective profits or on account of expenditures, investments, or commitments in connection with Partner's business or goodwill, or otherwise.
4. **End User Satisfaction**. The Products that Partner markets are technically complex and require high-quality, individualized pre-sale and post-sale support. This support is necessary to achieve and maintain high End User satisfaction. Partner agrees that high End User satisfaction is a condition of its continued authorization by SUSE, and agrees to:
 - 4.1. Ensure each Product marketed to the End User is appropriate to the End User's requirements;
 - 4.2. If Partner is a reseller, Partner shall maintain an End User report for each Product sold. Each End User report shall include the name and address of the End User, date of the sale, and Product sold. Partner will retain the End User report for two years after the latter of the date of sale or subscription expiration and assist SUSE in tracing a Product to an End User to distribute critical product information, locate a product for security reasons, or to discover unauthorized marketing or infringing acts;
 - 4.3. Conduct business in a manner which reflects favorably at all times on SUSE's products, goodwill and reputation, and avoid deceptive, misleading or unethical practices which are or might be detrimental to SUSE or its products;
 - 4.4. Refrain from making any representations, warranties, or guarantees to customers or other third parties with respect to the specifications, features or capabilities of a Product that are inconsistent with Product literature distributed by SUSE or with a SUSE agreement accompanying the Product. Partner agrees to indemnify and hold SUSE harmless from any loss or damage due to a claim by a third party that results from Partner's breach of this obligation; and
 - 4.5. Refrain from disclosing passwords and access codes for the Partner Program to any unauthorized third party, and notify SUSE promptly of any such unauthorized use of which Partner may become aware.
5. **Intellectual Property Rights**
 - 5.1. Ownership. Notwithstanding anything to the contrary in this Agreement (other than rights granted pursuant to the terms of open source licenses), SUSE or its supplier(s) owns and retains title to and ownership of all intellectual property rights in the Products, including all software programs, documentation, media, and related materials and all modifications to and derivative works from software made by Partner or any third party. SUSE does not transfer any portion of such title and ownership, or any of the associated goodwill to Partner. All rights which are not expressly granted are reserved.
 - 5.2. Trademark Usage. Partner is authorized to use the SUSE trademarks applicable to the Products marketed under this Agreement and the other SUSE marks identified as applicable to Partner's authorization level or type in the Program Guide, but only in accordance with SUSE's then-current trademark usage guide, and only while this Agreement is in effect. Partner is not authorized to do business under any SUSE trade names. Upon Agreement termination, Partner agrees to cease all display, advertising and use of any and all SUSE trademarks. Partner agrees not to alter, erase or overprint any notice provided by SUSE and not to attach any additional trademarks without SUSE's prior written consent or affix any SUSE trademarks to any non-SUSE product. Partner recognizes SUSE's ownership and title to the trade names and trademarks and the goodwill attaching to the trade names and trademarks. Partner agrees that any goodwill that may accrue because of Partner's use of SUSE trademarks will become SUSE property. Partner agrees not to contest SUSE's trademarks or trade names, or make application for registration of any SUSE trademarks or trade names without SUSE's prior written consent. Partner agrees not to use, employ or attempt to register any trademarks, trade names, or internet domains which, in SUSE's opinion, are confusingly similar to SUSE's trademarks or trade names. Partner agrees not to advertise using SUSE's trademarks or trade names in a way that could cause customers to mistakenly believe that they are contacting SUSE by contacting Partner, or that they are visiting SUSE's web site.
 - 5.3. Infringement. Partner agrees to report any instances of suspected copyright and/or trademark infringement and to give SUSE reasonable assistance, at SUSE's expense, in investigating and prosecuting those responsible for the infringing acts.
6. **Limited Warranty**
 - 6.1. Warranty to End Users. SUSE provides, to End Users only, warranties for Products in the end user license agreement accompanying each product. SUSE does not warrant non-SUSE products, or products used by Partner without consent under this Agreement, or other products for which no fee is paid. They are provided by SUSE on an "AS IS" basis.
 - 6.2. DISCLAIMER OF WARRANTIES. SUSE MAKES NO WARRANTY EXCEPT AS EXPRESSLY SET FORTH IN THE END USER LICENSE AGREEMENT APPLICABLE TO THE PRODUCT IN QUESTION. SUSE DISCLAIMS AND EXCLUDES

ANY AND ALL OTHER EXPRESS, IMPLIED, AND STATUTORY WARRANTIES, INCLUDING WITHOUT LIMITATION WARRANTIES OF GOOD TITLE, WARRANTIES AGAINST INFRINGEMENT, AND THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. SUSE DOES NOT WARRANT THAT ANY OF ITS PRODUCTS SATISFY END USER REQUIREMENTS OR THAT THE PRODUCTS ARE WITHOUT DEFECT OR ERROR OR THAT THE OPERATION OF THE SOFTWARE WILL BE UNINTERRUPTED.

7. Limitation of Liability

- 7.1. TO THE EXTENT ALLOWED BY APPLICABLE LAW, IN NO EVENT SHALL SUSE BE LIABLE (WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY) FOR ANY INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES (INCLUDING LOSS OF PROFIT, BUSINESS, OR DATA) SUSTAINED OR INCURRED IN CONNECTION WITH THIS AGREEMENT, WHETHER OR NOT SUCH DAMAGES ARE FORESEEABLE.
- 7.2. Aggregate Liability. For death or personal injury caused by the negligence of SUSE or its employees, SUSE's liability to Partner shall not be limited. Except in those two cases, SUSE's liability to Partner for direct damages related to or arising under this Agreement shall be limited to the total amount paid by Partner under this Agreement in the 12 months prior to the date on which the cause of action arose or US\$5,000, whichever is higher.

8. General Provisions

- 8.1. Choice of Law. The Agreement will in all respects be governed by and construed in accordance with the laws of the State of Utah of the United States of America. However, if Partner's principal residence is in (a) a member state of the European Union or (b) a member state of the European Free Trade Association or (c) the Republic of South Africa, the governing law is that of the country of that Partner's principal residence. If Partner's principal residence is in any other country in Europe, in the Middle-East or Africa (except South Africa), the applicable law will be the law of England. To the extent allowed by applicable law, the terms of the United Nations Convention on the International Sale of Goods will not apply, even where adopted as part of the domestic law of the country whose law governs the relationship. Each party will, at its own expense, comply with any applicable law, statute, administrative order or regulation. An action at law under this Agreement may only be brought before a court of appropriate jurisdiction in the state whose law governs this Agreement under the terms of this section.
- 8.2. Confidential Information. The parties agree that any Confidential Information provided under the Agreement will be held and maintained in strict confidence. Each party agrees to protect the confidentiality of such information in a manner consistent with the way a reasonable person would protect similar Confidential Information. "Confidential Information" means the information and materials noticed or marked by SUSE or Partner as confidential and proprietary. "Confidential Information" does not include information that (a) is already known to the receiving party at the time it is disclosed and has not been obtained wrongfully, (b) becomes publicly known without fault of the receiving party, (c) is independently developed by the receiving party, (d) is approved for release in writing by the disclosing party, (e) is disclosed without restriction by the disclosing party to a third party, or (f) is disclosed pursuant to legal obligations beyond the control of the disclosing and receiving parties. The recipient of Confidential Information retains the right to use its knowledge and experience (including processes, ideas, and techniques) learned or developed in the course of providing any services. All Confidential Information is provided "AS IS" WITHOUT WARRANTY OF ANY KIND, WHETHER EXPRESS OR IMPLIED.
- 8.3. Verifications. Partner agrees that SUSE may, at its own expense, verify Partner's use of Partner Use Software as well as Partner's business activities related to the Partner Program, to determine Partner's compliance or non-compliance with this Agreement and the applicable Partner Program requirements including, if applicable, any related business plans or other specific arrangements between the parties. Such verifications will take the form of requests for information, documents or records, on-site visits, or both. Any on-site visit will occur during regular business hours at Partner's offices, and will not interfere unreasonably with Partner's business activities. For an on-site visit, SUSE will give Partner at least 10 days prior written notice of the date of each visit.
- 8.4. Entire Agreement. This Agreement and the Program Guide comprise the whole agreement between the parties. Unless otherwise expressly provided herein, this Agreement supersedes all prior representations or agreements between the parties relating to the same subject matter. The Agreement will not be supplemented or modified by any course of dealing or usage of trade. Variance from or addition to the terms and conditions of this Agreement in any purchase order or other written notification from Partner (including but not limited to any specification of a price different than SUSE's current list price) will be of no effect.
- 8.5. Survival. The provisions of this Agreement which by their nature extend beyond termination of the Agreement, including sections titled Intellectual Property Rights, Limited Warranty, Limitation of Liability, and General Provisions, will survive termination of the Agreement.
- 8.6. Assignment. This Agreement may not be assigned by Partner, in whole or in part, without SUSE's prior written consent. SUSE will not unreasonably withhold consent to an assignment to Partner's parent company or subsidiary. Any attempted assignment without SUSE's written consent will be null and void. SUSE may assign all or a portion of its rights and obligations under this Agreement to any company that controls, is controlled by (whether directly or indirectly) or is in common control with SUSE or its parent, or to a purchaser of the intellectual property rights of a SUSE.
- 8.7. Independent Contractors. Any use of the term "partner" in this Agreement is in a sales and marketing sense, and the parties are not (and will not represent that they are) partners under the technical legal definition of that term. Nothing in this Agreement, and no course of dealing between the parties, shall be construed to create an employment or agency relationship or a legal partnership between a party and the other party or the other party's employees or agents. Neither party has the authority to bind the other, to incur any liability or otherwise act on behalf of the other. Each party shall be solely responsible for payment of its employees' salaries (including withholding of income taxes and social security), workers compensation, and all other employment benefits.

- 8.8. Severability/Waiver. If a provision is invalid or unenforceable, the remaining provisions will remain in effect and the parties will amend the Agreement to reflect the original agreement to the maximum extent possible. No Agreement term shall be deemed waived and no breach deemed consented to or excused unless such waiver or consent is in a writing signed by a party's authorized representative. No consent to or waiver of a breach shall constitute a consent to or waiver of any different or subsequent breach.
- 8.9. Anti-Corruption. Neither Partner nor its officers, employees, agents, or sub-contractors shall offer, promise, give, request, accept or agree to accept from any person (whether for themselves or on behalf of another) any advantage, gift, payment, consideration or benefit of any kind which is intended to influence a decision or gain advantage or which otherwise constitutes a bribe and/or an illegal or corrupt practice under the applicable laws of any country, either directly or indirectly in connection with this Agreement or SUSE's business ("the Anti-Corruption Obligation"). Partner shall disclose in writing to SUSE details of any breach or alleged breach of the Anti-Corruption Obligation. SUSE may terminate this Agreement immediately upon written notice to Partner in the event of any breach of the Anti-Corruption Obligation. Partner's attention is drawn to the SUSE Partner Code of Conduct available <https://www.suse.com/media/guide/partner-code-of-business-ethics.pdf> ("the Code") which describes the standards of conduct and ethics expected of SUSE's channel partners. Partner shall comply with the Code, which is incorporated into this Agreement.
- 8.10. Export Restrictions. Any products or technical information provided under this Agreement may be subject to U.S. export controls and the trade laws of other countries. The parties agree to comply with all export control regulations and to obtain any required licenses or classification to export, re-export or import deliverables. The parties agree not to export or re-export to entities on the current U.S. export exclusion lists or to any embargoed or terrorist countries as specified in the U.S. export laws. The parties will not use deliverables for prohibited nuclear, missile, or chemical biological weaponry end uses. Please consult the Bureau of Industry and Security web page <http://www.bis.doc.gov> before exporting SUSE products from the U.S. Upon request, SUSE will provide Partner with specific information regarding applicable restrictions. However, SUSE assumes no responsibility for Partner's failure to obtain any necessary export approvals.

Exhibit A - Internal Use License

Internal Partner Use of Software. This Exhibit provides the terms under which SUSE makes available certain software products and subscriptions for Partner's internal, non-production use by Partner employees solely to assist Partner in developing Partner products that work with the SUSE's software and with familiarizing itself with SUSE software to improve its ability to promote and market such software to End Users ("Development Use"). The software products made available under this section for Development Use are those so identified in the Program Guide ("Partner Use Software"), and exclude third party products or products. The Partner Use Software products are made available AS IS with no warranty. SUSE may modify the Program Guide to remove a Product from the list of Partner Use Software products. SUSE is not obligated to provide any technical support to Partner for use of Partner Use Software.

1.1. License. Subject to the terms of this Agreement, SUSE grants Partner a terminable, non-exclusive, non-transferable and restricted license to copy and use Partner Use Software during the term of this Agreement solely for Development Use. Such use is subject to the terms and conditions of the applicable End User License Agreement ("EULA") provided with individual Partner Use Software and the additional restrictions in this Agreement and any further restrictions described in the Program Guide.

1.1.1 Copying and use of a Partner Use Software (including updates received through a subscription) is not limited to a specific number of copies but is restricted only to the portions of Partner's company that are dedicated to the development, support, marketing or resell, of products that are supported on SUSE Linux Enterprise Products. The purpose of this benefit is to allow employees in these portions of Partner's organization to become familiar with SUSE products. Partner must purchase subscriptions for any installation or other deployment of SUSE products it wishes to use in other parts of its organization or for other purposes.

1.1.2. Development Tool. If the Partner Use Software is or contains a development tool, Partner shall not develop any product with the development tool for commercial purposes or distribute any product based on any portion of the Partner Use Software unless authorized by SUSE to do so pursuant to a separate written distribution agreement. No other right to use or reproduce the Partner Use Software is granted; if the development tool is licensed under an open source license, the terms of that license apply.

1.1.3. Regional Restrictions. The Program Guide may identify country or region specific restrictions regarding the use of Partner Use Software.

1.1.4. Except as otherwise expressly authorized in this Agreement or the applicable end user license agreement, Partner may not transfer, copy, modify, or disassemble or decompile the Partner Use Software, or any documentation shipped with Partner Use Software. Partner may not sublicense, resell, rent, lease, timeshare or otherwise distribute any of the Partner Use Software, or use it to provide hosting, outsourcing or other similar services to third parties.

1.2. Termination. Upon Agreement termination, this license or subscription for Partner Use Software will terminate automatically and under no circumstance may Partner continue to benefit from the same without paying the generally applicable fees. If SUSE discovers that Partner is continuing to use or benefit from unauthorized use of products after Agreement termination, SUSE may invoice Partner for the retail subscription price of the products used by Partner. Partner shall pay such invoices within 30 days. Late payments will be accrue interest at the rate of the lesser of 1% per month or the maximum rate allowed by law. After Partner's payment in full, Partner's use of the products shall be governed solely by the standard SUSE terms and conditions relevant to that product.

Exhibit B - Training Service Partner Terms

This Exhibit provides the terms and conditions applicable to organizations approved to participate in the Global Training Service Partner Program.

1. Definitions. Capitalized words or phrases used in the Agreement are defined as follows:

- a. "Authorized Course" means a training course in relation to SUSE products and/or solutions that is taught at a SUSE-authorized site by a Certified Instructor. An Authorized Course must include and cover all concepts in the SUSE Materials and must meet the minimum number of Teaching Days as outlined in the Authorized Course description.
- b. "Certified Instructor" means an instructor that has met the requirements defined in the Certified Instructor Program Description and Application and that has been authorized by SUSE to provide an Authorized Course in that respect.
- c. "Certified Instructor Program Description and Application" means the SUSE Training Partner Program requirements and application information, details of which are available from the Training Partner Website (as such publication may be revised by SUSE from time to time).
- d. "Classroom Requirements Matrix" means hardware and classroom levels as defined on the SUSE Training Partner Website.
- e. "Effective Date" means the date access was provisioned for ordering course materials via the web store. Annual renewal date is on the same date in each subsequent year.
- f. "SUSE Training Partner" means a partner authorized by SUSE under the Training Partner Program to provide certain training services.
- g. "Teaching Days" means the course duration as defined on the course information pages of the Training Partner Website.
- h. "Training Partner Program" means the SUSE training program for partners, details of which are set forth in the TP Program Documents.
- i. "TP Program Documents" means the Training Partner sections of the SUSE Training Partner Program Guide and the Certified Instructor Program Description and Application, and Training Partner content made available on the Training Partner Website.
- j. "Training Partner Website" means the SUSE training web site designed to assist Partner in obtaining the program information and documents referenced in this Agreement.
- k. "SUSE Materials" means materials obtained from SUSE or a SUSE-authorized distributor under the terms of this Agreement such as student kits, instructor kits, and course completion certificates.
- l. "Marks" means then-current SUSE trademarks, service marks, and certification marks, whether registered or unregistered, that SUSE identifies as applicable to the SUSE Materials and that Partner is authorized to utilize as a participant of the Training Partner Program subject to the terms of this Agreement..

2. Appointment. Subject to the terms of this Agreement, SUSE appoints Partner as a SUSE Training Partner, which shall entitle Partner to offer SUSE Authorized Courses to students and to use the Marks in marketing and advertising as described in section 6, Advertising. This appointment is non-exclusive and is conditional upon Partner's compliance with the Agreement terms. Partner is not authorized to provide or otherwise make available SUSE Materials to any anyone other than its students properly enrolled in an Authorized Course.

3. Training Partner Program. The TP Program Documents are incorporated into and shall form an integral part of this Agreement. SUSE may subsequently change the TP Program Documents at any time without restriction; any revised TP Program Document will supersede earlier versions and will become binding upon Partner 30 days after notice of the change is published on the Training Partner Website. To the extent of any conflict between the terms of this Agreement and the TP Program Documents, this terms of this Agreement will prevail. If Partner is unsatisfied with any change made to a TP Program Documents, Partner's sole remedy is to terminate the Agreement upon not less than 30 days' written notice.

4. Partner Obligations

- a. Use of Qualified Certified Instructors. Partner will comply with all guidelines set forth in the TP Program Documents regarding certified instructors. Partner may have the same Certified Instructor certified to teach more than one course at different authorized sites. Partner must ensure that any person teaching Authorized Courses is a certified to teach the particular course in question. The cost of any required certified training will be incurred by Partner or the Certified Instructor.
- b. Course Delivery and Curriculum. Partner will deliver Authorized Courses in a professional and competent fashion by a

Certified Instructor at approved Partner facilities using only current, original SUSE Materials. Partner will provide each student with a separate, unused, and unopened student kit. In the event any course is canceled, Partner will provide the students with at least 72 hours advance notice of cancellation.

c. Review. Partner will review the Training Partner Website and the TP Program Documents on a regular basis so as to ensure Partner's compliance with all Training Partner Program Requirements and any changes or updates in that respect from time to time.

d. Anti-Piracy. Partner agrees not to engage in the manufacture, use, distribution, supply, marketing or promotion of any counterfeit, pirated, or illegal software, student kits or other course materials, whether directly or indirectly, and will assist SUSE as reasonably required in the investigation of any such activities.

e. Un-authorized Curriculum. During the Agreement, the SUSE products and solutions for which SUSE offers an Authorized Course, Partner may offer only the Authorized Course and, unless otherwise approved in writing by SUSE, will not distribute, offer or sell any training course (including any instructor-led or self-study course) that competes directly with the SUSE Authorized Course or has as principal subjects the SUSE product(s) and/or solution(s) covered in the Authorized Course. Nothing herein shall prevent Partner from offering any course for any SUSE product or service where no Authorized Course exists for such product or service, provided that once an Authorized Course for a particular SUSE product and/or service is available to Partner from SUSE then Partner shall (i) refrain from continuing to offer the alternate course; and (ii) within forty –five (45) days of the date such course becomes available to Partner (and only to the extent that Partner wishes to continue providing training in relation to such SUSE products and/or services), continue to provide such training subject to and in accordance with the terms of this Agreement. Nothing in this section requires Partner to offer any minimum number of Authorized Courses.

f. Facilities and Equipment

i. Availability. Partner will at all times meet the requirements for facilities and equipment (including audiovisual equipment) as defined in the Partner's marketing materials and course description for each training course, and as otherwise required by and within the TP Program Documents and Training Partner Website.

ii. Equipment. Partner will maintain its equipment in good working order. Partner will procure the appropriate version and number of copies of the software products for each specific course as required and described in the Classroom Requirements Matrix.

g. Course Documentation

i. Course. In providing an Authorized Course, Partner must order and use the SUSE Materials identified in the TP Program Documents as applicable to the course.

ii. No Reproduction of Materials. All SUSE Materials, including those identified in the SUSE Classroom Requirements Matrix, are copyrighted and may not be reproduced.

iii. Software licenses. Use of any software licenses received under this Agreement shall be governed exclusively by the applicable end user license agreement accompanying the software.

iv. Supplemental Materials. Partner may not replace SUSE Materials for Authorized Courses with any other materials. A Partner instructor may use other materials for the purposes of adding value to the Authorized Course so long as such materials do not distract from course objectives or otherwise undermine the SUSE Materials.

v. Certificates. An Authorized Course completion certificate must be presented by Partner to each student who successfully completes an Authorized Course within the first two (2) weeks of its completion, except that these certificates may not be given for self-study courses.

vi. Student Kits. One (1) unused and unopened SUSE student kit must be provided to each student for the Authorized Course being presented.

h. Student Satisfaction. Partner agrees that high student satisfaction is a condition of Partner's continued authorization by SUSE. To ensure high student satisfaction, Partner agrees to:

i. Conduct business in a manner that reflects favorably at all times on the SUSE Materials, products, goodwill and reputation of SUSE.

ii. Avoid deceptive, misleading or unethical practices that are or might be detrimental to SUSE, SUSE Materials or SUSE products.

iii. Take reasonable measures to ensure student customer satisfaction, including, but not limited to, refunding a dissatisfied student customer's course tuition fees in full.

iv. Ensure that each student is provided with the opportunity to complete the SUSE Course Feedback online form, details of which are available on the Training Partner Website.

i. Annual Subscription Fee

- i. Partner will pay an annual subscription fee as defined in the TP Program Documents available from the Training Partner Website.
- ii. Partner will receive access to electronic format training materials provided by an authorized courseware distributor at no additional cost. These materials must only be used for paying customers for an Authorized Course who are attending standard in person or online training.

5. Advertising. Partner may not advertise itself as a SUSE Training Partner before the Effective Date or after such authorization is terminated. Partner shall not represent or imply that courses are SUSE-approved if they are not. SUSE course names and numbers must be accurately used in all advertising, and any non-SUSE courses taught must be clearly differentiated from SUSE courses. Additionally, If SUSE so requests, when advertising SUSE Authorized Courses Partner must clearly indicate that it is acting as a currently authorized SUSE licensee.

6. Ordering and Payment Terms. Partner may order SUSE Materials through a SUSE-authorized distributor for such materials in accordance with terms agreed to between Partner and the distributor.

7. Quality Compliance. During the Agreement and for 1 year afterwards SUSE may, at its expense and upon no less than three (3) business days prior written notice, audit Partner's facilities and records to determine compliance with the Agreement terms. Such audit may be conducted by SUSE or by its authorized representative(s), shall not interfere unreasonably with Partner's business activities, and shall be conducted no more than once per calendar year, unless a previous audit disclosed non-compliance with this Agreement. Any deficiency identified will be submitted in writing by SUSE to Partner and may be accompanied by a corrective action plan for resolving outstanding issues. Partner's failure to cure such deficiencies within ten (10) business days after receipt of written notification will be grounds for immediate termination of the Agreement.

Exhibit C - Deal Registration Terms

1. **Eligibility** - The Deal Registration Program (the "Program") eligibility is as follows:
 - a. Available to: Partners who have been specially invited to participate in the Program in the Authorization Notice.
 - b. After receiving notification in the Authorization Notice that Partner is eligible for participation in SUSE's deal registration program, and if Partner chooses to participate in deal registration, then Partner agrees to the terms and conditions relating to deal registration in the Program Guide ("Deal Registration Terms"). By submitting your application to the Program you agree to these Deal Registration Terms, and that the Deal Registration Terms are incorporated into and become a part of the Agreement. Capitalized terms used and not defined in these Deal Registration Terms have the meaning given to them in the Agreement.
 - c. The special discounts, rebates and/or other incentives available under this Program may be administered locally by those SUSE and Partner entities doing business in the applicable market.
 - d. The benefits of the Program cannot be combined with any other rebate or discount.
 - e. The Program benefits are only available on New Business. "New Business" means a new license, an initial one-year subscription, or the first year of maintenance (some exclusions apply) sold to new or existing customers.
 - f. Renewals are not eligible for rebates within the Program.
 - g. Some countries are not eligible for participation in the Program. Contact the partner team to verify whether a particular country is eligible.
 - h. RFP and other bid requests (whether involving government or private-sector customers) are excluded and not eligible for registration until they are awarded. Managing Service Agents and Managing Distributors are not eligible for the Program, except when they have been individually invited by management to participate and only after agreeing in writing to these terms along with any other terms and conditions communicated by SUSE.
2. **Registered Opportunity Benefits** – Successful closing of New Business that has been pre-registered via the Program and approved by SUSE in writing (each such transaction is an "Eligible Opportunity") will provide the Partner with Program benefits on the Net Revenue to SUSE according to the Rebate Table contained in the Program Guide. "Net Revenue" means net proceeds paid to SUSE Eligible Opportunity. For avoidance of doubt, "Net Revenue" shall not include taxes or tax charges of any kind (Including but not limited to, income tax, corporation tax, customs duties, tariffs, excise, gross receipts, sales and use and value added tax), margin, rebates, or commissions payable to SUSE's distributors or resellers.
 - a. The Program benefits shall be paid by SUSE within the number of days specified in the Program Guide after the end of the month in which the relevant transaction closed and satisfactory proof of closure was submitted to SUSE by Partner. Such proof shall consist of the following: the Electronic License Delivery "ELD" email sent to the customer or a copy of the dated purchase order "P.O." (Customer P.O. or your P.O. to distribution). SUSE shall not pay any fees to the extent prohibited by applicable law or governmental authority. If any fees under the Program have been previously paid to Partner and is subsequently determined to be prohibited or in excess of the amount approved or allowed, then Partner shall, within thirty (30) days of demand, reimburse SUSE the amount paid to Partner that is prohibited or in excess of the amount approved or allowed.
 - b. Qualifying for Program benefits also requires an authorized partner to create a vendor relationship with SUSE, and in some cases depending on regional payment practices, a partner may be required to invoice SUSE for payment following SUSE's submission of a P.O. All federal, state, and local taxes on rebates paid or other program benefits are the responsibility of the authorized partner.
3. **Single Opportunity Requirement** - Partner rebates shall only apply to the Eligible Opportunity described in SUSE's approval notice. Partner may register subsequent New Business for the same end-user account if such opportunities otherwise satisfy the criteria of the Program. Eligible Opportunities or end-user accounts may not be combined and require separate registration. SUSE is not obligated to approve any New Business submitting for registration as part of the Program.
4. **Program Revisions** - SUSE reserves the right to modify, supersede or eliminate all or any of these Deal Registration Terms and to terminate the Program without notice. Any Eligible Opportunities approved prior to any such revisions shall be honored by SUSE in accordance with the Program terms.