



Memorandum of Understanding

v1.2, 2010/02/23

Between

e-academy Inc., 987A Wellington St. Suite 301, Ottawa, ON K1Y 2Y1
(Organization full name and Address)

(hereinafter referred to as "the Applicant"), represented by

Brad Brohman, VP Marketing and Sales
(Name and Surname of the Legal Representative and Position)

+1 (613) 526-005, +1 (613) 526-3891, bbrohman@e-academy.com
(Telephone n°, Fax, e-mail Address)

and Consortium GARR (hereinafter referred to as "GARR"), represented by

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(Name, Surname and Position)

Tel: +39 06 49622000, Fax: +39 06 4962 2044, e-mail: info@garr.it

Granted that

- GARR acts on behalf of the IDEM Italian Academic and Research Federation of Authentication and Authorization Infrastructures (hereinafter referred to as "IDEM" or "the Federation"),
- the Applicant provides online services that are of interest for the GARR Community,

the Parties agree as follows.

Art. 1 Object of the Agreement

Object of this Memorandum of Understanding is the affiliation of the Applicant to the Federation as a Partner.

Art. 2 Terms and Conditions

The affiliation to the Federation and the participation to its activities are regulated by the "IDEM Federation Regulation" and "Terms of Participation", which must be considered as an integral part of this agreement.

Technical specifications are described in "Specifiche tecniche" and "Specifiche tecniche per la compilazione e l'uso degli attributi".

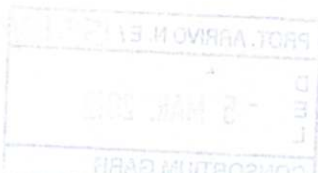
The Federation communicates to Participants any changes made to the above mentioned documents. They shall be received by Participants in agreement with the provisions set out in the "Terms of Participation".

Art. 3 Resources

The Applicant requests the following Resources (of which registration forms are enclosed) to be registered:

e-academy, <http://www.e-academy.com>

- 2 Registering at least one Resource is mandatory for becoming a Partner of the Federation. Further Resources may be registered subsequently.



1. e-academy . e-academy provides a web based solution for academic software distribution of a variety of software publishers, including Microsoft (DreamSpark "MSDNAA", Work at Home, Student Option ...)
(name)(description)

2.

3.

The registration of Resources not complying with the Technical and Organizational Requirements of the Federation may be refused or suspended. This may lead to interrupting or ceasing collaboration.

The Federation retains the right of refusing a Resource.

Art. 4 Promotion.

Parties recognize to each other the right of publishing the other party's name and logo on the web or the press, in press releases and presentations, to the end of advertising the collaboration, the Federation and the registered Resources. The same applies to the name and logo of the Federation. Drafts of the materials to be published will be submitted to the interested party beforehand (usually at least 4 working days before the foreseen publishing date, unless a shorter deadline is agreed between parties). The concerned party shall unilaterally obtain to modify the materials in the following cases:

- should the logo or other corporate graphics be different from the policies adopted by the concerned party on the subject, and/or from the Organization's visual identity manual or guidelines (e.g. the logo is too small for proper legibility, too little white space around the logo, differences in the corporate colors, etc);
- should the corporate name and/or logo be presented in association with contents deemed misleading or such as, if published, may cause prejudice to the concerned party.

Furthermore, the concerned party may negotiate further modifications to the proposed materials, to better adhere to its corporate communication strategy.

For the exploitation of the Federation's name or logo, draft shall be submitted to GARR, which acts on behalf of it, by sending them to: pr@garr.it and, in CC, to the person in charge of the GARR IDEM AAI service.

Art 5 Personal data protection

Both parties are committed to comply with the obligations imposed by the currently valid EU Directive on Data Protection regarding processing of personal data.

Art. 6 Limitation of Liability

The Federation and GARR are not in charge of financial and administrative relations between Participants (i.e. Members and Partners); therefore, they are not liable for any controversies that may arise between participants.

The Federation and GARR shall not be held responsible for any consequences that may arise from the Organization's participation in IDEM, and from the operation of Resources registered by the Applicant.

Date: February 29, 2012

Applicant's signature

Date:

On behalf of Consortium GARR

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