ActiveState

ActiveState Educational Partner Program - Application Form

The Standard Terms and Conditions (the "Agreement") set forth below constitute the entire agreement between ActiveState Software Inc. ("ACTIVESTATE") and you on behalf of your organization (the "SCHOOL"), with respect to ActiveState Education Partner Program("AEPP").

AEPP enables SCHOOL complimentary use of ActiveState Products, installed to SCHOOL classroom, lab, and instructor computers **for instructional purposes only**. ActiveState is willing to license ActiveState Products only upon the condition that SCHOOL accepts all of the terms contained in this Agreement and the relevant End User Agreement of ActiveState Product(s) indicated in table below. If SCHOOL does not agree with these terms, or if you do not have authority to bind your SCHOOL, then ACTIVESTATE is unwilling to license the ActiveState Products.

Upon successful enrollment in the program, ACTIVESTATE:

• will provide SCHOOL with access to software binaries (via electronic download) of current release versions of any of ActiveStateProducts ("ActiveState Products") indicated in table provided herein.

SCHOOL agrees:

- to become an AEPP member, and in consideration thereof, SCHOOL will receive complimentary licenses for ActiveState Product(s);
- to all of the terms and conditions of use of the End User Agreement ("EULA") of the ActiveState Product(s) under the terms of each relevant ActiveState software license. License Agreements, found on each product's licensing page on the ActiveState website <u>http://www.activestate.com/</u>;
- that ActiveState Product(s) shall only be used for educational and classroom instruction (non-commercial and non-profit) purposes only;
- to disclose how ActiveState Product(s) is intended to be used in educational setting shall be fully disclosed by an authorized university representative;
- that the ActiveState Product(s) are made available to SCHOOL employees for the sole purpose of installation to SCHOOL classroom or instructor computers only;
- that ActiveState may use SCHOOL's name and logo on the ActiveState website to promote the AEPP;
- to the use of SCHOOL's written testimonial (which may be used in ActiveState press release, website and/or other marketing materials); and
- to allow ActiveState to promote commercial licenses of ActiveState software to currently enrolled students, faculty and staff atSCHOOL.

School's Institution name and address (e.g. university, college)			
School's website URL			
Name of primary contact and authorized representative (e.g. professor, course instructor, department head)			
Email (must have an .edu email address) and Phone number of primary contact			
Select ActiveState Product(s) to be deployed	Komodo Perl Dev Kit Tcl Dev Kit	ActivePerl Community Edition ActiveTcl Community Edition ActivePython Community Edition	

Course Name and description of courses / projects	
Description of typical software usage and applications (robotics, etc.)	
Testimonial 100 words: We will use your testimonial on our website.	
Please describe why you chose or like our products. For examples, see: http://www.activestate.com/testimonials	

CUSTOMER REFERENCE OPPORTUNITIES

On occasion, ActiveState provides partners with opportunities to participate in media and customer relations, to promote partners' solutions and the benefits of using ActiveState's development tools or dynamic languages in these environments.

Who should we be contacting regarding referenceopportunities? Name:______

Phone:_____Emailaddress:_____

Please initial below if you are willing to participate and be included in a written Case Study or Blog Post. ActiveState's marketing department will reach out to you if they proceed with the Case Study or Blog Post.

[] Case Study or Blog Post

Provide information detailing the SCHOOL's use and the benefits of using ActiveState's development tools, for inclusion in a written Case Study or Blog Post to assist others in planning similar initiatives.

This Agreement is valid for one year from delivery of complimentary software unless it is terminated by written notice given by either party. SCHOOL may reapply for the AEPP. *Please sign and email back completed and signed forms* to <u>educationpartners@activestate.com</u>.

If terminated, SCHOOL agrees to uninstall all copies of ActiveState Product(s) and destroy any of the existing licenses.

CERTIFICATION OF EDUCATIONAL USE

I ______ (← name and signature of authorized institution representative here) have read and understand the Terms and Conditions of ActiveState Education Partner Program and agree to abide by them.

Date Signed: _____