

ACADEMY CONTENT RIDER FOR MULTI-PURPOSE NETLAB SYSTEM

This Academy Content Rider for Multi-Purpose NETLAB System (this “Rider”) to the Customer Agreement (defined below) is a binding amendment by and between Network Development Group, Inc. (“NDG”) and the company or organization that you are employed by (“Customer”). Capitalized terms used herein and not otherwise defined shall have the meanings given to such terms in the Customer Agreement. **CAREFULLY READ ALL OF THE TERMS AND CONDITIONS OF THIS RIDER PRIOR TO ACQUIRING OR USING ADDITIONAL SOFTWARE AND/OR CONTENT UNDER THIS RIDER. BY SIGNING THE DOCUMENT BELOW OR OTHERWISE USING THE ADDITIONAL SOFTWARE AND/OR CONTENT PROVIDED HEREUNDER, CUSTOMER AGREES TO BE BOUND BY THESE TERMS AND CONDITIONS. IF CUSTOMER DOES NOT AGREE TO THE TERMS OF THIS RIDER, CUSTOMER SHALL NOT ACQUIRE OR USE SUCH ADDITIONAL SOFTWARE AND/OR CONTENT.**

RECITALS

WHEREAS, Customer has previously agreed to the terms of either the NDG NETLAB Professional Edition Customer Agreement or NETLAB Academy Edition Customer Agreement (the “Customer Agreement”); and

WHEREAS, Customer is a participant in the Cisco Networking Academy and also provides training independently of the Cisco Networking Academy; and

WHEREAS, the parties wish to amend the Customer Agreement to allow Customer to operate a multi-purpose NETLAB system supporting both (1) users and training associated with the Cisco Networking Academy, and (2) users and training not associated with the Cisco Networking Academy, in accordance with the terms of this Rider.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree to amend the Customer Agreement as follows:

1. **Definitions**

- “Academy Content” means curriculum, lab content, and other copyrighted material made available by Cisco Systems, Inc. (“Cisco”) through the Cisco Networking Academy, the use of which is restricted to Academy Users.
- “Academy User” means a user associated with a campus or entity that is part of the Cisco Networking Academy and who is enrolled in a Cisco Networking Academy training program.
- “Cisco Networking Academy” means the e-learning program, including labs, content, training, support, and assessments, made available and administered by Cisco.

- “Non-Academy User” means a user enrolled in training that is not part of the Cisco Networking Academy.
 - “Academy Community” means a NETLAB community (i.e. group of users) maintained by Customer consisting entirely of Academy Users, whose accounts are permitted to use Academy Content.
 - “Non-Academy Community” means a NETLAB community maintained by Customer consisting entirely of Non-Academy User accounts.
 - “Content Access Control Features” means the lab and curriculum access control software features, as described in Appendix 5 and Appendix 6 of the NETLAB Administrator’s Guide, as may be updated from time to time by NDG.
2. Use of Academy Content. Customer agrees to limit usage of and access to Academy Content to Academy Users in Academy Communities. Customer further agrees that all such use must be in connection with training programs provided as part of the Cisco Networking Academy. Neither Customer nor any Academy Users may use Academy Communities or Academy Content commercially such as in the operation of a service bureau or time sharing, as an application service provider or provided to a disaster recovery provider; provided that Customer shall be permitted to charge a reasonable cost recovery fee to Academy Users to recover costs associated with allowing remote access.
 3. Additional Restrictions. Customer agrees to maintain separate Academy Communities and Non-Academy Communities to ensure that Non-Academy Users do not have any access or use of Academy Content, including but not limited using the Content Access Control Features to enforce these restrictions. Customer may not relocate the Designated Location (as defined in the Customer Agreement) for Software used in support of Academy Users to a new address that is outside of Customer’s Cisco Networking Academy. If Customer’s participation in the Cisco Networking Academy is terminated or discontinued, then Customer’s rights to the Academy Content will automatically terminate, and Customer agrees to either delete all Academy Communities, or convert them to Non-Academy Communities using the Content Access Control Features. If an individual student is enrolled in training that is part of the Cisco Networking Academy, and is also enrolled in training that is not part of the Cisco Networking Academy, then Customer must maintain two separate student accounts for this user.
 4. Effect of Rider. This Rider is hereby explicitly made a part of the Customer Agreement. Any conflict between any term or provision in the Customer Agreement and a term or provision in this Rider shall be resolved in favor of this Rider. Except as expressly or by necessary implication amended hereby, the Customer Agreement shall remain in full force and effect.
 5. Severability. Every provision of this Rider and the Customer Agreement is intended to be severable. If any term or provision hereof is illegal or invalid for any reason whatsoever, such

illegality or invalidity shall not affect the validity or legality of the remainder of this Rider of the Customer Agreement.

Customer Name: _____

Customer Signature: _____

Date: _____

Organization: _____

FAX SIGNED DOCUMENT TO:

Attention: Network Development Group

Fax Number: 919-990-8561