

AUTHORIZED ACADEMY CENTER AGREEMENT

This Authorized Academy Center Agreement (“Agreement”) effective as of _____ (the “Effective Date”), by and between Palo Alto Networks, Inc., a Delaware corporation with its principal place of business at 3300 Olcott Street, Santa Clara, California 95045 United States (“Palo Alto Networks”) and _____, with a principal place of business located at _____ (“AAC Partner”).

WHEREAS, Palo Alto Networks develops, manufactures, markets, provides and supports certain hardware and software products;

WHEREAS, Palo Alto Networks and AAC Partner desire that Palo Alto Networks appoint AAC Partner as a non-exclusive Academy Partner to provide classroom instruction and technical training related to Palo Alto Networks’ products to enrolled Students at an AAC, subject to and in accordance with the terms of this Agreement.

NOW, THEREFORE, in consideration of the foregoing, and for other good and valuable consideration, the parties agree as follows:

1. DEFINITIONS

- 1.1. **“Academy”** means any academic institution.
- 1.2. **“Authorized Academy Instructor”** means an AAC partner-provided instructor who has received a certificate of accreditation or written authorization to teach from Palo Alto Networks for one or more Authorized Courses and otherwise meets the requirements contained in this Agreement to conduct such Authorized Courses.
- 1.3. **“Authorized Course”** means Palo Alto Networks’ standard training courses listed in Exhibit A, which may be amended from time to time in Palo Alto Networks’ sole discretion. Authorized Courses shall include all of the courses developed by Palo Alto Networks and for which the Authorized Network Security Instructor is qualified to teach.
- 1.4. **“Authorized Academy Center” (“AAC”)** means the AAC Partner education center listed in Exhibit C where AAC Partner is authorized by Palo Alto Networks to provide Services.
- 1.5. **“College”** or **“University”** means an institution of higher learning providing facilities for teaching and research and authorized to grant academic degrees.
- 1.6. **“Course Materials”** means course materials developed and owned by Palo Alto Networks and/or its suppliers, including, but not limited to, instructor materials, Student Kits, updates for instructors and Students, slides, videos, manuals, workbooks, CDs, product documentation and selected handouts, reports, evaluation forms, elearning and other materials developed and required for use in Palo Alto Networks’ Authorized Courses.
- 1.7. **“Intellectual Property Rights”** means patent rights, copyrights, trade secrets and any other intellectual property rights recognized in any country or jurisdiction in the world whether registered or unregistered.
- 1.8. **“Marks”** means the Palo Alto Networks’ trademarks, service marks, trade names and logos.
- 1.9. **“Academy Lab Equipment Bundle”** means the Palo Alto Networks Product kit to be placed into AAC Partner labs for use when teaching the Authorized Courses.
- 1.10. **“Student Kits”** means the individual Student material developed and owned by Palo Alto Networks and/or its suppliers to be used by AAC Partner and provided to Students attending AAC Partner provided Authorized Courses.
- 1.11. **“Products”** means collectively Palo Alto Networks’ hardware and software, listed on Palo Alto Networks’ then-current product price list.
- 1.12. **“Services”** means the delivery of Authorized Courses by an Authorized Academy Instructor to enrolled Students at an Authorized Academy Center, in accordance with the terms and conditions of this Agreement.
- 1.13. **“Student”** means an individual enrolled to obtain credit towards Continuing Education or accreditation, certification, or degree offered by a College.
- 1.14. **“Palo Alto Networks Accredited Configuration Expert” (“ACE”)** means the accreditation offered by Palo Alto Networks upon passing the ACE test.
- 1.15. **“Palo Alto Networks Certified Network Security Engineer” (“CNSE”)** means the certification offered by Palo Alto Networks upon passing the proctored CNSE test.

2. APPOINTMENT AND AAC PARTNER OBLIGATIONS

2.1. Appointment. Subject to AAC Partner's compliance with the terms and conditions of this Agreement, Palo Alto Networks hereby appoints AAC Partner, and AAC Partner accepts such appointment, as a non-exclusive Authorized Academy Center Partner of Palo Alto Networks Products. The foregoing appointment authorizes AAC Partner to provide classroom instruction and technical training related to Palo Alto Networks' Products for Students at an Authorized Academy Center. AAC Partner is not authorized under this Agreement to distribute, license or sell the Products.

2.2. Authorized Academy Center Location. AAC Partner agrees to provide the Services solely at AAC Partner's Authorized Academy Centers listed on Exhibit C and in accordance with the terms and conditions of this Agreement. Palo Alto Networks reserve the right to tour and approve such premises from time to time, in its sole discretion, during the term of this Agreement. In the event Palo Alto Networks requests a tour it will provide AAC with five (5) days written notice (email acceptable) prior to such tour.

2.3. Student Kits. If the AAC partner decides to teach Palo Alto Networks Authorized Courses as described in Exhibit B as is, without customization, the AAC Partner, or their campus-affiliated bookstore, may order student kits from Palo Alto Networks vendor. AAC shall not alter the Student Kit(s) in any manner but may include its own materials in conjunction with, but not as a part of, the Student Kit(s) as set forth in Section 2.13.

2.4. Equipment Bundle. We recommend the use of one Palo Alto Networks Virtual Firewall/Virtual Machine (VM) per student or the alternate product configuration as described in Exhibit B.

2.5. Palo Alto Networks Accredited Instructor Training and Eligibility. AAC Partner will comply with the training and eligibility requirements set forth in Section 3.

2.6. No Reproduction of Course Materials. All Course Materials are protected by copyright and may not be reproduced without written authorization from Palo Alto Networks. Use of any Palo Alto Networks Products obtained in connection with this Agreement shall be governed exclusively by the applicable terms of sale and end user license accompanying the Palo Alto Networks Products. AAC acknowledges and agrees that it shall not reproduce, create derivative works of or otherwise use the Course Materials in any manner inconsistent with this Agreement.

2.7. Reporting. Upon request from Palo Alto Networks, AAC Partner will provide Palo Alto Networks with reports for each Authorized Course, as required and allowable by law, Authorized Course evaluations, attendance lists, and Students who Courses may voluntarily enter their contact information in Palo Alto Networks AAC website if that is made available for surveys. When Palo Alto Networks Academy sends surveys to AACs, the AAC instructors will conduct surveys at the end of the course by gathering input from their students in class and providing those results to Palo Alto Networks have attended Authorized Courses.

2.8. Customer Satisfaction. AAC Partner agrees that maintaining a high level of customer satisfaction is a requirement providing Services to Students under this Agreement. AAC Partner agrees to report promptly to Palo Alto Networks all known or suspected errors, problems and complaints with any Course Materials, Authorized Academy Centers or other aspects of the Authorized Courses. AAC Partner will promptly implement all remediation measures specified by Palo Alto Networks to address such issues.

2.9. Facilities. AAC Partner shall ensure that the Authorized Academy Center locations at all times meet the requirements for conducting each Authorized Course, including without limitation ensuring that: (i) all classroom set-up necessary is completed prior to the scheduled start time for each Authorized Course; and (ii) each classroom and lab contains the required number of Equipment Bundles, fully functional work stations, and infrastructure as set forth in Exhibit(s) B and D.

2.10. Course Materials. AAC Partner may use the Course Materials provided by Palo Alto Networks for each Authorized Course. AAC Partner may use additional materials while conducting Authorized Courses provided that AAC Partner has obtained Palo Alto Networks' prior written permission. AAC Partner may not create translated versions of the Course Materials without prior written authorization from Palo Alto Networks.

2.11. Business Conduct. AAC Partner will: (i) perform the Services in a professional and competent fashion and conduct its business in a manner that reflects favorably on the Palo Alto Networks' Products and Services and the good name, goodwill and reputation of Palo Alto Networks; (ii) avoid deceptive, misleading or unethical practices; and, (iii) make no representations, warranties or guarantees to Students or to the trade with respect to the specifications, features or capabilities of Palo Alto Networks' Products and Services that are inconsistent with the literature distributed by Palo Alto Networks.

2.12. Instructors. Prior to performing any Services or participating in any Authorized Course hereunder, AAC Partner will ensure that all relevant personnel have executed written agreements that: (i) effect a present and future assignment, license and waiver of all applicable Intellectual Property Rights by such personnel, and otherwise obligate such personnel to take such acts, as required by and consistent with Section 6; and, (ii) bind such personnel to the obligations set forth in Section 6 pertaining to Confidential Information.

2.13. Reserved Rights. Nothing in this Agreement limits Palo Alto Networks' right, from time to time, and without obligation or liability to AAC Partner to change the Palo Alto Networks Authorized Courses... The tests that are applicable to the course that is underway will not change for a 6 month period after the end of the curriculum delivery.

2.14. Marketing and Promotion. AAC Partner may advertise having Palo Alto Networks accredited status upon final approval or authorization.

2.15. Qualifications. In addition to the right and responsibilities set forth in this Agreement, AAC Partner agrees to comply with the policies and guidelines established by Palo Alto Networks for the AAC Program..

2.16. Business Conduct. AAC Partner will: (i) avoid deceptive, misleading or unethical practices; (ii) conduct business in a manner that reflects favorably on the Palo Alto Networks Products and the good name, goodwill and reputation of Palo Alto Networks; and (iii) make no representations, warranties or guarantees to customers or to the trade with respect to the specifications, features or capabilities of the Palo Alto Networks Products that are inconsistent with the literature distributed by Palo Alto Networks.

3. TRAINING and ACCREDITATION

3.1. Accreditation Program. Palo Alto Networks will provide a certificate of accreditation ("**Accreditation Certificate**"), to each AAC Partner-provided instructor that successfully completes the applicable training course(s) and passes the Palo Alto Networks Accredited Configuration Expert (ACE) exam. Unless earlier revoked by Palo Alto Networks, each Accreditation Certificate will be good for three (3) year. Each instructor chosen must make every reasonable attempt to take the applicable accreditation exam prior to performing Services. When a new ACE exam is released, the instructor will have 1 year o pass the new exam. In the event instructors do not pass the new ACE exam, the applicable Accreditation Certificate shall be revoked or not renewed, as applicable, by Palo Alto Networks.

3.2. Training of AAC Partner Instructors. AAC Partner will provide a written summary of qualifications of any instructors proposed to be provided to perform Services under the Agreement. Palo Alto Networks will provide training, applicable Course Materials and instructor accreditation and certification to the mutually agreed upon AAC Partner-provided instructors, at no charge. Each instructor will be evaluated for both product knowledge and classroom teaching skills and must be certified or have written authorization to teach as an AuthorizedAcademy Instructor before performing Services. Palo Alto Networks reserves the right to deny certification if the AAC Partner-provided instructor does not meet the Palo Alto Networks instructor accreditation qualifications.

3.3. Palo Alto Networks Certification Program. Palo Alto Networks will provide a certificate to each AAC Partner-provided instructor that successfully completes the applicable training course(s) and successfully passes theACE exam. Each instructor is required to complete their accreditation within 6 months of the signing of the AAC agreement. .

3.4. Updates. AAC Partner shall ensure that each accredited instructor completes all ongoing training requirements specified by Palo Alto Networks, including without limitation, reviewing updated and new Course Materials, successfully completing updated and new training made available by Palo Alto Networks, and any and all accreditation and certification requirements in order to maintain the Network Security Instructor authorization.

4. ORDERING OF STUDENT KITS.

AAC Partner will place orders for the Student Kits via the Palo Alto Networks fulfillment partner ordering process. Orders must be placed at least ten (10) days in advance of Authorized Course delivery. AAC Partner shall use the courseware provided by Palo Alto Networks for the purposes under this Agreement and make it available for their students through their campus-affiliated bookstore.

5. CONFIDENTIALITY

5.1. Definition. “**Confidential Information**” means: (i) any non-public information of a party, including, without limitation, any information relating to a party’s current and planned products and services, technology, know-how, designs, finances, accounts, manufacturing, customer lists, business forecasts and marketing plans; (ii) any other information of a party that is disclosed in writing and is conspicuously designated as “Confidential” at the time of disclosure or that is disclosed orally, is identified as “Confidential” at the time of disclosure, and is summarized in a writing sent by the disclosing party to the receiving party within thirty (30) days of any such disclosure; and (iii) the specific terms and pricing set forth in this Agreement.

5.2. Exclusions. The obligations in Section 5.3 will not apply to the extent any information: (i) is or becomes generally known to the public through no fault of or breach of this Agreement by the receiving party; (ii) was rightfully in the receiving party’s possession at the time of disclosure, without an obligation of confidentiality; (iii) is independently developed by the receiving party without use of the disclosing party’s Confidential Information; or (iv) is rightfully obtained by the receiving party from a third party without restriction on use or disclosure.

5.3. Obligations. Each party will not use the other party’s Confidential Information, except as necessary for the performance of this Agreement, and will not disclose such Confidential Information to any third party, except to those of its employees and subcontractors that need to know such Confidential Information for the performance of this Agreement, provided that each such employee and subcontractor is subject to a written agreement that includes binding use and disclosure restrictions that are at least as protective as those set forth herein. Each party will use all reasonable efforts to maintain the confidentiality of all of the other party’s Confidential Information in its possession or control, but in no event less than the efforts that it ordinarily uses with respect to its own confidential information of similar nature and importance.

The foregoing obligations will not restrict either party from disclosing the other party’s Confidential Information or the terms and conditions of this Agreement: (i) pursuant to the order or requirement of a court, administrative agency, or other governmental body, provided that the party required to make such a disclosure gives reasonable notice to the other party to enable it to contest such order or requirement; (ii) on a confidential basis to its legal or professional financial advisors; (iii) as required under applicable securities regulations; or (iv) on a confidential basis to present or future providers of venture capital and/or potential private investors in or acquirers of such party.

6. PROPRIETARY RIGHTS.

AAC Partner and Palo Alto Networks agree that, to the fullest extent legally possible, all Course Materials and Authorized Courses, including any derivative works of the foregoing, shall remain the sole and exclusive property of Palo Alto Networks and/or its suppliers. Notwithstanding anything to the contrary contained herein, AAC Partner is expressly prohibited from creating derivative works of the Course Materials, AAC Partner hereby irrevocably transfers and assigns to Palo Alto Networks, all right, title and interest in and to the foregoing, including such derivative works therein. At Palo Alto Networks’ request and expense, during and after the Term of this Agreement, AAC Partner will assist and cooperate with Palo Alto Networks in all respects (and will cause AAC Partner’s personnel to assist and cooperate with Palo Alto Networks in all respects), and will execute documents (and will cause AAC Partner’s personnel to execute documents), and will take such further acts reasonably requested by Palo Alto Networks to enable Palo Alto Networks to acquire, transfer, maintain, perfect and enforce its Intellectual Property Rights and other legal protections in the Course Materials and Authorized Courses, including any derivative works of the foregoing.

7. MORAL RIGHTS.

AAC Partner also hereby agrees to irrevocably transfer and assign to Palo Alto Networks, waive and never assert, any and all Moral Rights that AAC Partner or AAC Partner’s personnel may have in or with respect to the Course Materials and Authorized Courses, including any derivative works of the foregoing, during and after the term of this Agreement. “**Moral Rights**” means any rights to claim authorship of any work, to object to or prevent the modification or destruction of any work, to withdraw from circulation or control the publication or distribution of any work, and any similar right, existing under judicial or statutory law of any country in the world, or under any treaty, regardless of whether or not such right is called or generally referred to as a “moral right.”

8. TRADEMARK LICENSE

8.1. Subject to AAC Partner's compliance with the terms and conditions of this Agreement, Palo Alto Networks grants to AAC Partner a non-exclusive, non-transferable license to use the Marks, during the term of this Agreement, solely in connection with the marketing and advertising of Authorized Courses. Any use of a Mark by AAC Partner must correctly attribute ownership thereof to Palo Alto Networks and must be in accordance with applicable law and Palo Alto Networks' then-current trademark usage guidelines. AAC Partner will submit to Palo Alto Networks for prior written approval any advertising, marketing or promotional materials in which AAC Partner plans to use a Mark. Palo Alto Networks' approval shall not be unreasonably withheld or delayed. AAC Partner will not alter, erase or overprint any trademark notice provided by Palo Alto Networks or affix any Palo Alto Networks Marks to any non-Palo Alto Networks Authorized Course Materials.

8.2. AAC Partner will at no time contest or aid in contesting the validity or ownership of any Mark or take any action in derogation of Palo Alto Networks' rights herein, including, without limitation, applying to register any trademark, trade names, copyrights, or other designation that is confusingly similar to any Mark. Upon expiration or termination of this Agreement for any reason, AAC Partner agrees to cease all display, advertising, and use of any and all Palo Alto Networks Marks. AAC Partner recognizes Palo Alto Networks' ownership and title to the Marks and agrees that it will do nothing inconsistent with or adverse to such ownership, and that all use of the licensed Marks will inure to the benefit of Palo Alto Networks. AAC Partner recognizes the goodwill associated with the Marks and acknowledges that such goodwill belongs to Palo Alto Networks.

9. WARRANTY AND INDEMNIFICATION

9.1. Warranty. Each party warrants that it has full corporate power to enter into the Agreement, to carry out its obligations hereunder, and to grant and assign the rights herein granted or assigned to the other party. AAC Partner represents and warrants that AAC Partner has no pre-existing obligations or commitments (and will not assume or otherwise undertake any obligations or commitments) that would be in conflict or inconsistent with, or that would hinder AAC Partner's performance of its obligations under this Agreement. AAC Partner represents and warrants that the Services will be performed in a thorough and professional manner, consistent with high professional and industry standards by individuals with the requisite training, background, experience, technical knowledge, skills, and who are certified with Palo Alto Networks then-current certification requirements as defined herein.

9.2. Indemnity. AAC Partner will indemnify, hold harmless, and at Palo Alto Networks' request defend, Palo Alto Networks, its suppliers, and customers from and against any claims, damages, losses, expenses and costs (including reasonable attorneys' fees) arising out of or resulting from any act or omission of AAC Partner or any of its employees (or subcontractors, if any) that results in (i) personal injury (or death) or tangible or intangible property damage (including loss of use) or (ii) the violation of any statute, ordinance, or regulation or resulting from the negligence or willful misconduct of AAC Partner or any of its employees (or subcontractors, if any). Palo Alto Networks expressly reserves the right to retain separate counsel at Palo Alto Networks' own expense to participate in the defense or settlement of such claims.

9.3. Disclaimer. THE PARTIES MAKE NO WARRANTIES EXCEPT AS STATED IN THIS SECTION 11. THE PARTIES DISCLAIM AND EXCLUDE ALL OTHER WARRANTIES, INCLUDING BUT NOT LIMITED TO, EXPRESS, IMPLIED, AND STATUTORY WARRANTIES, REPRESENTATIONS, AND CONDITIONS WITH RESPECT TO THIS AGREEMENT INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

10. LIMITATION OF LIABILITY

10.1. Exclusion of Certain Damages. IN NO EVENT WILL PALO ALTO NETWORKS BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES (INCLUDING LOSS OF USE, DATA, BUSINESS, PROFITS, GOODWILL OR OTHER ECONOMIC LOSS), OR FOR THE COSTS OF PROCURING SUBSTITUTE PRODUCTS, ARISING OUT OF, RELATING TO OR IN CONNECTION WITH THIS AGREEMENT OR THE USE OR PERFORMANCE OF ANY PALO ALTO NETWORKS PRODUCTS OR SERVICES, WHETHER SUCH LIABILITY ARISES FROM ANY CLAIM BASED UPON CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR OTHERWISE, WHETHER OR NOT PALO ALTO NETWORKS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE. THE PARTIES HAVE AGREED THAT THESE LIMITATIONS WILL SURVIVE AND APPLY EVEN IF ANY LIMITED REMEDY SPECIFIED IN THIS AGREEMENT IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.

10.2. Total Liability. PALO ALTO NETWORKS' TOTAL LIABILITY TO AAC PARTNER UNDER THIS AGREEMENT, FROM ALL CAUSES OF ACTION AND UNDER ALL THEORIES OF LIABILITY, WILL IN NO EVENT EXCEED TEN THOUSAND DOLLARS (\$10,000.00 USD).

11. TERM AND TERMINATION

11.1. Term. The term of this Agreement shall be one (1) year from the Effective Date (the "Term") and shall automatically renew for one (1) year terms thereafter, unless earlier terminated in accordance with the terms of this Agreement.

11.2. Change Notice. Palo Alto Networks reserves the right to change this Agreement from time to time and will provide thirty (30) days written notice to AAC Partner prior to any changes taking effect.

11.3. Termination for Convenience. Either party may terminate this Agreement at any time upon thirty (30) days written notice to the other party. Classes that are committed to by an AAC will not be subject to the termination clause of the contract and/or interrupted during the curriculum year if and when termination occurs within that period.

11.4. Termination For Cause. Either party may terminate this Agreement, at any time, if the other party breaches any material term of this Agreement and fails to cure that breach within thirty (30) days after notice thereof from the non-breaching party.

Palo Alto Networks may also terminate this Agreement, at any time, if: (i) AAC Partner breaches any of its payment obligations (when and if applicable) under this Agreement and fails to cure that breach within ten (10) days after notice thereof from Palo Alto Networks; (ii) AAC Partner becomes the subject of a voluntary or involuntary petition in bankruptcy or proceeding relating to insolvency, receivership, liquidation, or composition for the benefit of creditors; or (iii) AAC Partner is merged or consolidated, sells all or substantially all of its assets, or is subject to any substantial change in management or control.

11.5. Effect of Termination. Upon the termination or expiration of this Agreement: (i) each party will promptly return to the other party all Confidential Information of the other party in its possession or control, and will provide the other party with a certification, signed by one of its officers, certifying the return of all such Confidential Information; (ii) AAC Partner will cease using the Marks; and (iii) AAC Partner will return to Palo Alto Networks any copies of Palo Alto Networks' marketing collateral in AAC Partner's possession or control.

11.6. No Damages Upon Termination. AAC PARTNER WAIVES ANY RIGHTS IT MAY HAVE TO RECEIVE ANY COMPENSATION OR INDEMNITY UPON TERMINATION OR EXPIRATION OF THIS AGREEMENT UNDER THE LAWS OF THE TERRITORY OR OTHERWISE, OTHER THAN AS EXPRESSLY PROVIDED IN THIS AGREEMENT.

11.7. Survival. The rights and obligations of the parties under Sections 6 through 14 will survive the termination or expiration of this Agreement.

12. MISCELLANEOUS

12.1. Assignment. AAC Partner may not assign or transfer this Agreement, in whole or in part, by operation of law or otherwise, without Palo Alto Networks' express prior consent. Any attempt to assign or transfer this Agreement, without such consent, will be null and of no effect. For purposes of this Agreement, a change of control will be deemed to be an assignment. Subject to the foregoing, this Agreement will bind and inure to the benefit of each party's permitted successors and assigns.

12.2. Governing Law and Jurisdiction. This Agreement will be governed by and construed in accordance with the laws of the State of California, excluding its conflict of laws principles. The parties disclaim application of the United Nations Convention on Contracts for the International Sale of Goods. Any legal action or proceeding arising under this Agreement will be brought exclusively in the federal or state courts located in the Northern District of California and the parties hereby irrevocably consent to the personal jurisdiction and venue therein.

12.3. Compliance with Law. AAC Partner will have and maintain all permits and licenses required by any governmental unit or agency and will comply with all applicable laws and regulations in performing this Agreement. If this Agreement or any transaction or act contemplated herein is legally required to be approved, registered, notified or recorded with or by any government agency in the AAC Partner's respective geographic location, AAC Partner will assume all such obligations and will indemnify and hold harmless Palo Alto Networks from any liability or expenses (including reasonable attorneys' fees and costs) from any failure by AAC Partner to so comply.

12.4. Nonexclusive Remedy. Except as expressly set forth in this Agreement, the exercise by either party of any of its remedies under this Agreement will be without prejudice to its other remedies under this Agreement or otherwise.

12.5. English Language. The original of this Agreement has been written in English, and that version will govern. AAC Partner waives any rights it may have under any applicable law to have this Agreement written in any other language. Any versions of this Agreement in any other language will be for accommodation only and will not be binding upon either party.

12.6. Notices. All notices shall be in writing (excluding email) and addressed to the designated authorized contact to be served at the respective addresses as set forth on page 1 of this Agreement, Attn: General Counsel, with a courtesy copy to: contracts@paloaltonetworks.com for notices sent to Palo Alto Networks. Any such notice may be served personally or by certified mail (postage prepaid), internationally commercially recognized overnight delivery service (such as Federal Express or DHL), or courier. Notice shall be deemed served upon personal delivery or delivery by courier, upon the second business day after the date sent for notices sent via overnight delivery, or upon the third business day after the date sent for notices sent via certified mail. Either party may change the address or their respective authorized contact to which notices are to be delivered by providing written notice (excluding email) to the other party served as provided in this Section.

12.7. Force Majeure. Neither party will be responsible for any failure or delay in its performance under this Agreement (except for any payment obligations) due to causes beyond its reasonable control, including, but not limited to, labor disputes, strikes, lockouts, shortages of or inability to obtain energy, raw materials or supplies, war, terrorism, riot, or acts of God.

12.8. Relationship of the Parties. The parties are independent contractors and this Agreement will not establish any relationship of partnership, joint venture, employment, franchise or agency between the parties. Neither party will have the power to bind the other party or to incur any obligations on its behalf, without the other party's prior consent.

12.9. Export Compliance and Foreign Reshipment Liability. Each Party shall comply with all applicable laws and regulations in connection with its performance under the Agreement. Without limiting the generality of the foregoing, each Party agrees to comply with all export regulations ("Export Control"). Regardless of any disclosure made by AAC Partner to Palo Alto Networks of an ultimate destination of the Palo Alto Networks Products, documentation, Course Materials, Student Kits, or Equipment Bundles (or portions thereof) supplied by Palo Alto Networks ("Palo Alto Networks Technology") and, notwithstanding anything contained in the Agreement to the contrary, AAC Partner will not:

- (i) modify, export, or re-export, either directly or indirectly, any Palo Alto Networks Technology to any destination restricted or prohibited by Export Control, without first obtaining any and all necessary licenses from the government of the United States or any other country that imposes Export Control;
- (ii) provide Palo Alto Networks Technology to any prohibited party on the United States Treasury Department's Office of Foreign Asset Control list of "specially designated nationals and blocked persons", the United States Commerce Department's "denied parties list", the United States Commerce Department's "BIS Entity List" or such other applicable lists; or
- (iii) export or re-export Palo Alto Networks Technology, directly or indirectly, for nuclear, missile, or chemical/biological weaponry end uses prohibited by Export Control.

Palo Alto Networks shall have the right to terminate or suspend performance of any of its obligations under this Agreement, without prior notice and without any liability to AAC Partner if either fails to comply with this provision.

12.10. Compliance with Foreign Corrupt Practices Act. It is the intent of the parties that all payments or transfers of value by Palo Alto Networks or AAC Partner made in connection with this Agreement comply with the anti-corruption or anti-bribery laws, statutes and regulations of any country, including, but not limited to, the United States Foreign Corrupt Practices Act of 1977, as amended (the "FCPA"), and that AAC Partner will not engage in any bribery, extortion, kickbacks, or other unlawful or improper means of conducting business. AAC Partner represents, warrants and covenants that it and its respective owners, members, partners, officers, directors, employees, agents and representatives have not violated, and will strictly comply with, the anticorruption or anti-bribery laws, statutes and regulations of any country including, but not limited to, the FCPA, which makes it unlawful to offer, pay, promise to pay, or authorize the payment of any money, or to offer, give, promise to give, or authorize the giving of anything of value, directly or indirectly, to a Covered Recipient (defined herein) for a Prohibited Purpose (defined herein).

For purposes hereof, "Covered Recipient" means a foreign official, foreign political party (including any official thereof) or candidate for foreign political office; and "Prohibited Purpose" means assisting a party to obtain or retain business for or with, or to direct business to, any person, by:

- (i) influencing any act or decision of a Covered Recipient in such Covered Recipient's official capacity;
- (ii) inducing a Covered Recipient to do or omit to do any act in violation of such Covered Recipient's lawful duty;
- (iii) securing any improper advantage; or
- (iv) inducing a Covered Recipient to use such Covered Recipient's influence with a foreign government (or instrumentality thereof) to affect or influence any act or decision of such government (or instrumentality thereof).

12.11. Severability. If for any reason a court of competent jurisdiction finds any provision of this Agreement invalid or unenforceable, that provision of the Agreement will be enforced to the maximum extent permissible and the other provisions of this Agreement will remain in full force and effect.

12.12. Waiver. The failure by either party to enforce any provision of this Agreement will not constitute a waiver of future enforcement of that or any other provision.

12.13. Equitable Relief. AAC Partner acknowledges that any breach of its obligations under this Agreement with respect to the proprietary rights or Confidential Information of Palo Alto Networks will cause Palo Alto Networks irreparable injury and significant injury for which there are inadequate remedies at law. Palo Alto Networks will be entitled to obtain immediate equitable relief to enjoin any such breach, in addition to all other rights and remedies that it may have under this Agreement, at law or otherwise.

12.14. Entire Agreement. This Agreement, including all exhibits hereto, constitutes the complete and exclusive understanding and agreement between the parties regarding its subject matter and supersedes all prior or contemporaneous agreements or understandings, whether written or oral, relating to its subject matter. Any waiver, modification or amendment of any provision of this Agreement will be effective only if in writing and signed by duly authorized representatives of each party.

12.15. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement through their duly authorized representatives as of the Effective Date.

("AAC Partner")

PALO ALTO NETWORKS, INC.
("Palo Alto Networks")

Signed: _____
Print Name: _____
Title: _____
Date: _____

Signed: _____
Print Name: _____
Title: _____
Date: _____

Exhibit A

AUTHORIZED ACADEMY COURSES

Authorized Courses may be amended from time to time in the sole discretion of Palo Alto Networks.

Firewall Configuration (Essentials 101)

This is online version of the PAN-EDU-201 course.

Essentials 1: Firewall Installation and Management (PAN-EDU-201)

An instructor led class where the Students attending will walk away with an in-depth knowledge of how to maximize the effectiveness of the visibility and control over applications, users and content that Palo Alto Networks next generation firewalls provides.

Essentials 2: Extended Firewall Management (PAN-EDU-205)

An instructor led course to enhance the Student's understanding of how to install, configure, manage, and perform basic troubleshooting on the entire line of Palo Alto Networks next generation firewalls. Additionally, Students will be instructed on the basics of implementing and managing GlobalProtect™, Panorama, and Active/Active High Availability. Students will gain an in-depth knowledge of how to optimize their visibility and control over applications, users, and content.

CUSTOM COURSES

AAC partners can customize any Palo Alto Networks courses to meet the requirements of their curriculum as specified in this agreement.

EXHIBIT B

PALO ALTO NETWORKS EDUCATION STUDENT KIT AND EQUIPMENT BUNDLE LIST

The following describes Palo Alto Networks' Student Kits and Equipment Bundles which are required in order for AAC Partner to provide Authorized Courses. This Exhibit B, Student Kit, and/or Equipment Bundle may be amended from time to time in the sole discretion of Palo Alto Networks.

1. **Student Kits.** One (1) Student Kit is required for each Student.

PRODUCT SKU	DESCRIPTION
FIREWALL 101 ONLINE MODULE ONLY (No applicable SKU)	This is an online module. A web link to the online modules for Firewall 101 will be shared to our AACs teaching this class. This is an online version of a condensed PAN-EDU-201. Related lab material and necessary files will be sent to the schools as applicable.
PAN-EDU-201-KIT	Student materials kit for the PAN-EDU-201 class containing student guide, lab guide, name placard and pen.
PAN-EDU-205-KIT	Student materials kit for the PAN-EDU-205 class containing student guide, lab guide, name placard and pen.

2. **Equipment Bundle.** Currently Palo Alto Networks offers the VM bundle (virtual machine) at no cost to AAC. This is subject to change.

EXHIBIT C
AUTHORIZED ACADEMY CENTER LOCATIONS

Street Address	City, State or Province	Country	Telephone No.	Email address
AAC to update				

EXHIBIT D

AAC LAB REQUIREMENTS

Recommended minimum lab requirements for Authorized Academy Courses may be amended from time to time in the sole discretion of Palo Alto Networks. Please contact academy@paloaltonetworks.com for current lab setup requirements for AACs or review our academy web site for initial templates and services.

STUDENT LAB SETUP

Recommended minimum of four (4) Palo Alto Networks devices is required to conduct a PAN-EDU-201 class with eight (8) Students

1. Palo Alto Networks firewalls – One (1) firewall per two (2) Students maximum
2. Student PC (this can be a stand alone system or a virtual machine) – One (1) PC per firewall
3. Active Directory Domain controller (optional, but will be required for future User ID labs) – One (1) controller for the lab
4. Internet connection for Student access through a router/firewall
5. Sufficient Switch ports and cables for the logical design

NOTE: These are recommendations and suggestions for optimum lab scenarios only.

EXHIBIT E

AUTHORIZED ACADEMY CENTER PROGRAM SPECIFICATIONS



Authorized Academy Center (“AAC”)

AAC Partner Name: AAC to update
AAC Partner Address:

Palo Alto Networks, Inc.

Address: 3300 Olcott Street,
Santa Clara, CA 95054

AAC Partner Principal Contact

Name:
Title:
Phone:
Email:

Palo Alto Networks Principal Contact

Name: Shoba Trivadi
Title: Palo Alto Networks Academy Manager
Phone: 1-408-621-7440; 1-408-753-4319
Email: strivadi@paloaltonetworks.com

AAC Partner Secondary Contact

Name:
Title:
Phone:
Email:

Palo Alto Networks Secondary Contact

Name: Roger Connolly
Title: Director of Education
Phone: 408.753.3875
Email: rconnolly@paloaltonetworks.com

**Course
Commencement
Date:**

The primary purpose of the Palo Alto Networks Authorized Academy Center (“AAC”) program is to establish and promote alliances with Universities, Colleges, and Technical Institutes around the world where Palo Alto Networks product knowledge and network security concepts are taught. Such institutes shall be referred to as AAC Partners.

The primary purpose of the AAC Partners will be to provide Palo Alto Networks product courses to their students or design and deliver general network security courses based on Palo Alto Networks technology knowledge at their Authorized Academy Center. If necessary, AAC Partners can also work with Palo Alto Networks to design and develop necessary labs and lab equipment for providing AAC courses.

A. Proposed Network Design (if any).