AUTHORIZED ACADEMY CENTER AGREEMENT

This Authorized Support Center Agreement ("Agreement") is made and entered into as of the **28.8.2018** ("Effective Date") by and between (1) if AAC Partner is located in North America or Latin America, Palo Alto Networks, Inc., with a principal place of business at 4401 Great America Parkway, Santa Clara, California, United States 95054, or (2) if AAC Partner is located in any other country other than those listed above, Palo Alto Networks (Netherlands) B.V., with a principal place of business at De Entrée 99-197 Oval Tower, 5th Floor 1101 HE Amsterdam, the Netherlands, and any Affiliate thereof that is required to provide services in accordance with this Agreement (collectively, "Palo Alto Networks"), and **PES College of Engineering**, with offices at **Mandya, Karnataka 571401** and any Affiliate thereof (collectively "AAC Partner"). If no Effective Date is indicated above, the Effective Date is the later of the execution dates below. Palo Alto Networks and AAC Partner may also be referred to herein individually as a "Party" or collectively as the "Parties" throughout this Agreement.

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 institution of higher learning.

1.2. **"Accreditation Certificate"** means the certificate of accreditation provided by Palo Alto Networks, to each AAC Partner-provided instructor that successfully completes the applicable training course(s) and passes the ACE exam.

1.3. **"Authorized Network Security Instructor"** means an AAC Partner provided instructor that has received a current and valid certificate of accreditation from Palo Alto Networks for one or more Authorized Courses and otherwise meets the requirements contained in this Agreement to conduct such Authorized Courses.

1.4. **"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. **"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 Academy Instructor is qualified to teach.

1.6. **"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.

1.7. **"Authorized Academy Instructor"** means an AAC Partner-provided instructor who has successfully completed the applicable training course(s), has passed the Palo Alto Networks Accredited Configuration Expert (ACE) exam, and has received a certificate of authorization from the Palo Alto Networks.

1.8. **"College"** or **"University"** means an institution of higher learning providing facilities for teaching and research and authorized to grant academic degrees.

1.9. **"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.

1.10. **"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.

1.11. **"Marks"** means the Palo Alto Networks' trademarks, service marks, trade names and logos.

1.12. **"Palo Alto Networks Accredited Configuration Expert"** or **"ACE"** means the accreditation offered by Palo Alto Networks upon passing the ACE test.

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1.13. **"Palo Alto Networks Certified Network Security Engineer"** or **"CNSE"** means the certification offered by Palo Alto Networks upon passing the proctored CNSE test.

1.14. **"Products"** means collectively Palo Alto Networks' hardware and software, listed on Palo Alto Networks' then-current product price list.

1.15. **"Services"** means the delivery of classroom instruction and technical training 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.

1.16. **"Student"** means an individual enrolled to obtain credit towards an accreditation, certification, or degree offered by a College.

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. 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 a Palo Alto Networks vendor. AAC Partner 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).

2.4. Equipment Bundle. 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 Authorized Academy Instructor Training and Availability. 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, including Authorized Course evaluations, attendance lists, and Course details.

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 Network Security Instructors, 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.

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.

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 & Services inconsistent with the literature distributed by Palo Alto Networks.

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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 5 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.

3. TRAINING; ACCREDITATION

3.1. Accreditation Program. Unless earlier revoked by Palo Alto Networks, each Accreditation Certificate will be good for three (3) years. Each instructor chosen must make every reasonable attempt to take the applicable accreditation exam prior to performing Services.

3.2. Training of Authorized Academy Instructors. Palo Alto Networks will provide training, applicable Course Materials and instructor accreditation and certification to the mutually agreed upon Authorized Academy instructor, at no charge. Each Authorized Academy Instructor will be evaluated for both product knowledge and classroom teaching skills and must be certified or have written authorization to teach as an Authorized Academy 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 the ACE 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 Authorized Academy Instructor authorization.

4. ORDERING OF STUDENT KITS. AAC Partner may optionally place orders for student Course Materials via the Palo Alto Networks fulfillment partner ordering process. Orders must be placed at least ten (10) days in advance of Authorized Course delivery.

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.