

## Security Academy Program Agreement

This agreement is effective as of the date the last party signs this agreement and is between the company identified in the signature block (“Academy”) and either Fortinet, Inc. if the Academy is located in the Americas or Fortinet Singapore Private Limited if the Academy is located outside the Americas, (each Fortinet entity referred to as “Fortinet” herein). The parties agree as follows:

- 1.1 **Program Specifics.** Program specifics are set forth on Exhibit A.
- 2.1 **Term and Termination.** This agreement is effective from the later date in the signature block until terminated by (a) a breach of this agreement and such breach is not cured within 15 days of written notice by the non-breaching party or (b) either party terminating this agreement for any reason by providing 30 days’ prior written notice.
- 3.1 **Payment.** There is no fee associated with this program.
- 4.1 **Confidentiality.** During the term of this agreement, either party may provide the other party with confidential information (either marked as confidential or reasonably understood under the circumstances to be confidential). The receiving party must treat such information as confidential, and only use it to deliver training under this agreement. Confidential information must not be disclosed to anyone unless authorized by the disclosing party.
- 5.1 **Intellectual Property.** All Fortinet provided training materials, curriculum, and documentation (collectively, “Training Material”) are owned by Fortinet. Fortinet grants Academy a non-exclusive, revocable, fully paid limited license to use the Training Material in an educational environment. Academy will comply with all legends and markings (including confidentiality and intellectual property restrictions) on the Training Material and not duplicate or modify Training Material unless authorized by Fortinet; Academy has no right, title, or interest in the Training Material, except as specified under this agreement. Academy shall not modify the Training Material without Fortinet prior written consent. All Academy’s comments and suggestions to Training Material will be owned by Fortinet. Academy may not use unauthorized materials for Fortinet instruction purposes. Upon termination of this agreement, Academy will either return such items to Fortinet or certify the destruction of such items to Fortinet.  
  
Academy is solely responsible for providing prerequisite skills, assessing its trainees’ suitability for use of the Training Material, delivery of all instruction to trainees, all grading and assessment of trainees and handling of trainees and teacher information. Academy hereby agrees that any Fortinet software used associated with this program is covered under the terms and conditions of Fortinet End User License Agreement set forth at <http://www.fortinet.com/doc/legal/EULA.pdf>. Academy will take all reasonable steps to ensure that trainees using the Training Material are in compliance with the terms of the agreement. If Academy discovers or have reason to believe that any trainee is making use of the Training Material in violation of this agreement, Academy will immediately notify Fortinet in writing.
- 6.1 **Indemnity.** Academy is liable to Fortinet and its officers, directors, employees, agents, for all damages, expenses, and losses (including attorneys’ fees) incurred by Fortinet from all third party claims relating to Academy’s (a) negligence or willful misconduct or (b) breach of this agreement.
- 7.1 **Limitation of Liability.** FORTINET IS NOT LIABLE TO THE ACADEMY FOR ANY DAMAGES (DIRECT, CONSEQUENTIAL, SPECIAL, PUNITIVE, OR INDIRECT DAMAGES).
- 8.1 **Compliance with All Laws including Export Regulations**
  - a. Each party will comply with all applicable laws and regulations in their conduct under this agreement, including the Foreign Corrupt Practices Act, export regulations, and insider trading regulations.

- b. All Training Materials and Fortinet products are subject to the export regulations of the United States, including but not limited to regulation under the U.S. Export Administration Regulations. Academy agrees that it will not directly or indirectly export, re-export, transfer or disclose any Fortinet Product (hardware, software, or other technology) except in strict compliance with applicable U.S. laws and regulations.
- c. Academy certifies that to the best of its knowledge, no improper benefits or non-nominal gifts have been provided to any agents, contractors, employees, or representatives of Fortinet.

**9.1 General**

- a. **Relationship of the Parties.** The parties intend that each party is an independent contractor of the other.
- b. **Governing Law.** Any dispute arising out of this agreement is governed, construed, and enforced under the laws of the State of California, without regard to its conflict of laws principles.
- c. **Dispute Resolution.** Any controversies or claims arising from or relating to this agreement that cannot be amicably settled between the parties will be finally settled by arbitration. The place of arbitration will be Santa Clara, California, pursuant to the Streamlined Arbitration Rules and Procedures of Judicial Arbitration and Mediation Services (JAMS), or its successor, before a sole, mutually agreeable arbitrator, in accordance with the laws of the State of California.
- d. **Assignment.** Academy may not assign, delegate, or subcontract any of its rights or obligations under this agreement by operation of law, consolidation, merger, liquidation, or any other manner without the prior written consent of the other party. Any assigning, delegating, or subcontracting, without the prior written consent of Fortinet is void.
- e. **Modification.** No amendment, change, discharge, or waiver to this agreement will be effective unless in writing and signed by an authorized representative of the party against whom the modification is asserted. Any modification will not be construed as a modification of any other rights.
- f. **Entire Agreement.** This agreement, together with the exhibits, constitutes the entire agreement between the parties with respect to this subject matter and supersedes all prior agreements and understandings between the parties.
- g. **Notice.** To provide notice, either party must deliver notice in writing via a registered letter (USPS or courier) to the address provided in the signature block (deemed delivered after two business days).

This agreement becomes effective when both parties have signed it. Each party is signing this agreement on the date below that party's signature.

<b>Academy:</b>	CMR Technical Campus	<b>Fortinet</b>	
<b>Signature:</b>	_____	<b>Signature:</b>	_____
<b>Name:</b>	Dr. A. Raji Reddy	<b>Name:</b>	Al Nasturzio
<b>Title:</b>	Director	<b>Title:</b>	Director, Training and Education Partners
<b>Date:</b>	_____	<b>Date:</b>	_____
<b>Notice:</b>	CMR Technical Campus (Autonomous Engineering College), Kandlakoya, Telangana 501401	<b>Notice:</b>	899 Kifer Road Sunnyvale, California 94086

## Exhibit A

### NSE Training Institute Certification Program

The NSE Training Institute Certification Program is an 8-level certification program designed for technical professionals interested in independent validation of their network security skills and experience. The program includes a wide range of courses, as well as practical, experiential exercises that demonstrate mastery of complex network security concepts.

### Goals/Objectives

- Prepare participants/students for a career in network security
- Build a workforce skilled in all aspects of Fortinet's network security platform who will be recognized in the industry among an elite group of security professionals

### Academy Responsibilities, if applicable, Academy will:

- Market opportunities for students to learn more about Fortinet
- Work with Fortinet to arrange information session(s)
- arrange platform in which info session(s) will be conducted
- Maintain access to link provided by Fortinet for students to request access to learning, and/or maintained up to date roster allowing Fortinet to verify student's active status with academy, prior to providing access.
- Act as first point of contact for student questions, directing students to access request link.

### Fortinet Responsibilities, if applicable

- Fortinet will participate in information sessions arranged by Academy to provide students with information about the NSE program and upcoming courses.
- Fortinet will provide access to self-paced training to Academy students who submit through access request link.
- Fortinet will monitor student progress and report back to Academy as requested by Academy
- Fortinet will provide exam vouchers upon request for students who have completed the self-paced learning.
- Fortinet will inform student who complete the self-paced learning of any potential internship or employment opportunities at Fortinet.

### Engagement

- The academy agrees to permit Fortinet to identify the academy as an Authorized Security Academy, within any Authorized Security Academy collateral.
  - Academy will provide Fortinet with a logo to be used within materials.
- Fortinet, with the Academy's participation, will attempt to provide quarterly contact reviews to answer questions, provide updates, and/or discuss ways to better bolster the Academy. Communication may be in the form of conference calls, emails, and/or site visits
- Fortinet will track voucher dissemination and/or certification completion from Pearson VUE
- Fortinet, at its own discretion, will engage with Academy's around potential marketing and PR opportunities as they arise.
- Academy will make Fortinet aware of other opportunities to engage with its student community, as applicable, including but not limited to, speaking engagements, conferences and events, recruitment fairs, etc.