



## SYMANTEC AUTHORIZED TRAINING PARTNER PROGRAM AGREEMENT

Symantec Corporation and/or its subsidiaries ("**Symantec**") is willing to enter into this Symantec Authorizing Training Partner Program Agreement, as further defined below ("**Agreement**") with you as an individual, the company, or the legal entity ("**You**", "**Your**", or "**Yourself**") that will be authorized a member of Symantec's program for Authorized Training Partners ("**ATP Program**") (each such ATP Program member, an "**ATP**"). Your membership is conditioned on Your submitting a completed program application ("**ATP Application**"), thereby accepting all of the terms of this Agreement, and is further subject to Symantec's separate written acceptance of You into the ATP Program. Symantec's acceptance will issue subject on our review and consideration of Your ATP Application and eligibility under the ATP Program and this Agreement.

The Symantec entity who is party to this Agreement is defined by Your location, as follows: "Symantec" means Symantec Corporation, if you are located in the Americas; Symantec Ltd, if you are located in Europe, Middle East or Africa; Symantec Japan, Inc., if You are located in Japan; Symantec Software (Beijing) Co., Ltd, if You are located in the People's Republic of China, and Symantec Asia Pacific PTE LTD, if You are located in any other country in Asia-Pacific. Please note that Symantec reserves the right to change the Symantec entity participating in this Agreement on notice to You, as described in this Agreement.

Read the terms and conditions of this Agreement carefully. This is a legal and enforceable contract between You and Symantec. By submitting your ATP Application, representing Yourself as a Symantec Authorized Training Partner program member, requesting or receiving any benefits under this Agreement and the ATP Program, You agree to the terms and conditions of this Agreement. If You do not agree to the terms and conditions of this Agreement, then do not submit Your ATP Application, represent Yourself as an ATP Program member, or request or accept any ATP Program benefits.

**1. Introduction.** This Agreement, including the Program Guide, and any supplemental terms, governs Your membership in the ATP Program. The purpose and intent of this Agreement is to define terms by which You and Symantec (each a "Party", collectively "Parties") conduct our relationship and fulfill our respective commitments pursuant to the ATP Program as defined in these terms and the then-current Program Guide and supplements, as may be updated by Symantec from time to time. The ATP Program is designed to help organizations committed to providing comprehensive training solutions to individuals and/or organizations, by enabling them to deliver quality training on Symantec software, hardware, or services products ("Solution" or "Solutions"), as approved by Symantec.

**2. Program Guide.** The "Program Guide" means the then-current information so designated at <http://go.symantec.com/atp>, or successor URL, that describes the Symantec ATP Program requirements and benefits. The published Program Guide contains the global base terms for the ATP Program, but may also at Symantec's discretion, include additional or different region-specific, Solution-specific, or industry-specific program information, requirements and benefits as separately published to You via <http://go.symantec.com/atp> (or successor URL) or otherwise notified to you by Symantec from time to time. The Program Guide is incorporated into this Agreement by this reference; if there is any contradiction between a provision in the Program Guide and the terms of this Agreement, the Program Guide will govern.

**3. Program Membership; Requirements; Verification and Audit.** Subject to the terms and conditions of this Agreement, and Symantec's acceptance of You into the ATP Program, Symantec appoints You as a non-exclusive member under the Symantec ATP Program. As an ATP, You must at all times meet the conditions and requirements of this Agreement, including the Program Guide and any supplemental terms and conditions relating to the ATP Program.



Symantec reserves the right, from time to time, to require information from You to confirm that You are fulfilling such conditions and requirements. You agree to cooperate with Symantec on all such inquiries and investigations, and to provide Symantec with all reasonably requested access and information relevant to verifying Your compliance with this Agreement and Your activities in connection with the ATP Program. Once annually, or more frequently if Symantec reasonably believes that You are noncompliant with the terms of this Agreement, Symantec may verify Your compliance with this Agreement upon five (5) business days' prior written notice. Either Symantec, or an independent public accounting firm reasonably acceptable to both parties, shall perform the audit during Your regular business hours with minimal disruption to Your ongoing business operations. Any nondisclosure agreement You may require the independent public accounting firm to execute shall not prevent disclosure of the audit results to Symantec. Symantec shall bear the costs of the audit, unless the audit discovers that You have violated the terms of the Agreement, in which case, You shall pay the reasonable costs of the audit. All audits shall be subject to Your reasonable safety and security policies and procedures.

**4. Data Privacy of Customer Data.** "Customer Data" means any and all information pertaining to or specifically identifying a specific person at one of Symantec's existing or potential customers, whether such information relates to an employee, a contractor and/or any representative of such customer, and which may be provided in the course of Your ATP Program membership, including without limitation names, telephone numbers, email addresses, financial information, order information, and other personally identifiable information. This shall include Customer Data which may be provided either (a) by You to Symantec, or (b) to You by or on behalf of Symantec. Except as and to the extent strictly necessary to meet Your obligations in connection with Your ATP Program membership, You shall not share, publish, sell, trade, give away, or in any other way use, disseminate or disclose Customer Data received from Symantec, or transfer such Customer Data from one country or territory to another, without Symantec's prior written consent.

You represent and warrant that Your collection, use and disclosure of Customer Data to Symantec is consistent and compliant with this Agreement, Symantec's privacy policy (as published on Symantec.com), as well as any national laws governing the collection, use and protection of personal information applicable to Your country/region of operation. You further represent and warrant that You have communicated to customers and potential customers whose information You are providing to Symantec via the ATP Program, that You are sharing this information with Symantec, including Symantec's subcontractors and fulfillment partners, in the United States or other countries that may have less protective data protection laws than the region in which they are situated (including the European Economic Area), as well as its intended use, and that You have obtained all appropriate consents required for such transfer and use.

You also shall maintain and protect all Customer Data as required by the laws, rules, regulations and orders of any governmental authority having relevant jurisdiction, including without limit the applicable provisions of any data protection laws. Furthermore, You shall safeguard the physical integrity and condition of all Your facilities where Customer Data is held, stored or archived. You shall not subcontract any of Your obligations with respect to Customer Data without first obtaining Symantec's prior written approval.

You shall notify Symantec promptly in the event that any Customer Data is compromised in any way and shall reasonably and promptly assist and cooperate with Symantec in responding to inquiries and complaints concerning such compromise in a timely manner, including without limitation those inquiries and complaints brought by customers, employees, government or regulatory authorities, or other third parties.

If You wish to update any Customer Data You have provided to us in the course of Your Program membership You may do so through Symantec Connect, or if You have any questions You may contact us by e-mail at [privacy@symantec.com](mailto:privacy@symantec.com).



**5. Data Accuracy and Privacy of Your Data.** All personal information about Yourself and Your employees, contractors or representatives provided to us in the course of Your relationship with Symantec under the ATP Program, including without limitation names, telephone numbers, email addresses, financial information, and other personal information provided during the ATP Program application; participation in the ATP Program and or access and receipt of any of the ATP Program benefits will be processed by Symantec to conduct our relationship and to fulfill our respective commitments pursuant to the Symantec ATP Program, including, but not limited to, providing portal access, to effect any notices pursuant to the Agreement and to send You information regarding Symantec products, services, and events. Symantec Corporation together with its subsidiaries is a global organization headquartered in the United States, and Your information will be transferred to the United States, and shared with affiliates of the Symantec group worldwide, with actual or potential distribution partners and customers of Symantec solutions, and with service providers that operate on our behalf. By providing such personal information to Symantec, You represent and warrant that You have obtained all appropriate consents required for such transfer and processing. Unless otherwise expressly indicated, the information that Symantec asks from You is required for the performance and administration of the Symantec ATP Program.

It will be Your responsibility to ensure that any personal information provided by You, Your employees, Your contractors or Your representatives is current, accurate and valid. You are advised that failure to maintain accurate and valid personal information may impede Your ability to properly avail of the ATP Program and ATP Program benefits. If You wish to update Your personal information, You may do so through Symantec Connect or if You have any questions regarding your privacy You may contact us by e-mail at [privacy@symantec.com](mailto:privacy@symantec.com).

**6. Miscellaneous.** Notwithstanding Symantec's right to modify the ATP Program terms and Program Guide as set forth in this Agreement, the following provisions "a" – "g" shall remain unmodified during Your membership in the ATP Program:

**a. Trademark Usage.** In accordance with this Agreement, Symantec grants to You the nonexclusive terminable right to use the following trade names and trademarks: "Symantec", the Symantec logos for Symantec Solutions, other marks as indicated by Symantec from time to time, and the Symantec ATP Program designation and logo that are applicable to your partnership category/level as indicated in the Program Guide, if any, during the term of this Agreement, solely with respect to Your marketing of Training Sessions or Courses and/or in Your accurate representation of the level and nature of Your participation in the Symantec ATP Program. You agree to be subject to all trademark and logo policies and usage guidelines applicable to the Symantec ATP Program as may be modified from time to time solely by Symantec at its sole discretion. You additionally authorize to Symantec the non-exclusive terminable right to utilize Your trade names, trademarks, and logos during the term of this Agreement for the purpose of representing You as a Symantec ATP Program member.

**b. Ownership.** Neither Party has paid any consideration for the use of the other Party's trademarks, logos, copyrights, trade names or designations, and nothing contained in this Agreement shall give either Party any interest in such. You acknowledge that Symantec owns and retains all copyrights and other proprietary rights in all Symantec Solutions, Training Sessions and Courses, and agree that You will not at any time during or after this Agreement assert or claim any interest in or do anything that may adversely affect the validity or enforceability of any trademark, trade name, copyright or logo belonging to or licensed to Symantec (including, without limitation, any act, or assistance to any act, which may infringe or lead to the infringement of any proprietary right in Symantec Solutions, trade names or trademarks). You agree to use reasonable efforts to protect Symantec's proprietary rights and to cooperate without charge in Symantec's efforts to protect its proprietary rights. You agree to promptly notify Symantec of any known or suspected breach of Symantec's proprietary rights.



**c. Confidentiality.** During the term of this Agreement, the Parties may disclose to each other trade secrets and confidential and proprietary information ("Confidential Information"), which shall include, but not be limited to software (both object and source) documentation, customer information, pricing, data regarding business practices, intellectual property, technical information, ideas, documentation, know how, and processes. All Confidential Information shall remain the sole property of the disclosing Party and the receiving Party shall have no interest in or right to such Confidential Information. Both Parties agree that all Confidential Information will be held in confidence, will not be disseminated or disclosed to any third party and will not be used by the receiving Party for any purpose other than performing its obligations under this Agreement without the express written consent of the disclosing Party, subject to Sections 4 and 5 above. This Section shall not apply to any information or materials: (i) which are rightfully in the public domain at the time of disclosure to the receiving Party or subsequently enter the public domain after disclosure to the receiving Party; (ii) which was in the possession of, or known by, the receiving Party prior to its receipt from the disclosing Party; (iii) which are rightfully disclosed to the receiving Party by another person not in violation of the proprietary or other rights of the disclosing Party, or any other person or entity; (iv) which are independently developed by the receiving Party, (v) is required to be disclosed by law, provided that the Party required to make such disclosure shall be required to make reasonable efforts, consistent with applicable law, to limit the scope and nature of such required disclosure. The terms and conditions of this Section shall survive the expiration and any termination of this Agreement.

**d. Relationship of Parties.** You understand that notwithstanding the use of the term "partner", You shall remain an independent contractor and that this Agreement in no way creates a partnership, joint venture, agency or alliance between the Parties or any joint liability. You will not have, and will not represent that You have any power, right or authority to bind Symantec, or to assume or create any obligation or responsibility, express or implied, on behalf of Symantec or in Symantec's name, except as expressly provided in this Agreement.

**e. Indemnification.** You shall indemnify, hold harmless, and, upon Symantec's request, defend Symantec against any claims, liabilities, and expenses, including but not limited to court costs and attorney's fees, arising from the acts or omissions of You, Your employees, and agents in connection with this Agreement.

**f. LIMITATION OF LIABILITY.** To the maximum extent permitted by applicable law and regardless of whether any remedy set forth herein fails of its essential purpose, in no event will Symantec or its licensors, resellers, suppliers or agents be liable to You or any person under this Agreement or otherwise (I) for lost profits, loss of use, loss of or corruption of data, loss of good will, business interruption, loss of production, loss of revenues, loss of contracts, or loss of anticipated savings or wasted management and staff time; or (II) for any incidental, indirect, special or consequential damages, or any and all other similar damages or loss whether arising directly or indirectly out of the Agreement or the performance, defective performance, non-performance or delayed performance of Symantec of any of its obligations in connection with or arising under this Agreement even if Symantec has knowledge of the likelihood of such damages. Except as limited by applicable law, any liability of Symantec to You hereunder shall be limited to the amounts paid by You to Symantec under this Agreement for the preceding twelve (12) month period. To the fullest extent permitted by applicable law, Symantec disclaims all express and implied warranties with regard to the Symantec ATP Program and all Symantec products or services, including warranties of merchantability, satisfactory quality and fitness for a particular purpose. Neither party will be liable for severance payments or other damages or costs of any nature arising from the expiration or termination of this Agreement in accordance with its terms. Nothing in this Agreement shall operate so as to exclude or limit Symantec's liability to You for death or personal injury arising out of negligence or for any other liability which cannot be excluded or limited by law.



**g. General.** This Agreement supersedes all previous agreements and representations of or on behalf of the parties with respect to the subject matter of this Agreement. Symantec's failure or delay in exercising any of its rights will not constitute a waiver of such rights unless expressly waived in writing. You may not assign this Agreement without Symantec's prior written approval. This Agreement shall be governed and interpreted according to each of the following laws, respectively, without regard to its conflicts of law provisions: (a) the laws of the State of California, if You are located in North America or Latin America; or (b) the law of England, if You are located in Europe, Middle East or Africa; or (c) the laws of Singapore, if You are located in Asia Pacific including China and Japan. You agree that any breach of this Agreement may result in irreparable harm to Symantec for which monetary damages may not be sufficient and that Symantec will be entitled to seek equitable relief without prejudice to any other rights or remedies that may be available to Symantec. If a court of law finds any provision of this Agreement unenforceable, the parties agree to replace the offending provision with an enforceable provision that most nearly achieves the intent and economic effect of the unenforceable provision.

## **7. Compliance.**

**a. General and Export Compliance.** You hereby acknowledge and agree that Symantec Solutions and Training Material, in any format Symantec provides You, and any related download or technology ("Controlled Technology") may be subject to applicable export control and trade sanction laws, regulations, rules and licenses. You are hereby notified of the information published by Symantec on <http://www.symantec.com/about/profile/policies/legal.jsp>, or successor website, and You will comply with the foregoing, and with such further export restrictions that may govern the Controlled Technology. You shall comply with all applicable laws, rules and regulations in connection with Your activity under this Agreement.

**b. Anti-Corruption Laws.** You (including any and all officers, directors, employees, agents and any person under Your control) shall comply with, and shall require Your contractors, subcontractors and any contingent workers to comply with, any and all applicable anti-corruption laws and regulations, including but not limited to the U.S. Foreign Corrupt Practices Act and the UK Bribery Act 2010. Without limiting the foregoing, You (including any and all officers, directors, employees, agents and any person under Your control) shall not, directly or indirectly, make, promise to make, or accept any payment, offer or transfer of anything of value in connection with this Agreement or any other business transaction relating to Symantec, to: (i) anyone working in an official capacity for a non-U.S. government, government entity (including employees of government owned or controlled corporations) or public international organization; (ii) any political party, party official, or candidate for political office; (iii) an intermediary for payment to any of the foregoing; (iv) any officer, director, employee of any actual or potential customer of Symantec; (v) any officer, director or employee of Symantec or any of its affiliates; or (vi) any other person or entity if such payment, offer or transfer would violate the laws of the country in which made or the laws of the United States of America or of England. It is the intent of the parties that no payments, offers or transfers of value shall be made which have the purpose or effect of public or commercial bribery, acceptance or acquiescence in extortion, kickbacks or other unlawful or improper means of obtaining or retaining business or directing business to any person or entity. You shall cooperate fully in Symantec's efforts to enforce the terms of this provision, including but not limited to (i) providing upon request from Symantec a certification of compliance with this provision on Symantec's then-current form, signed by an authorized representative of Your organization; and (ii) providing reasonable co-operation at Your expense with respect to any investigation relating to this provision.

**c. No Conflict of Interest; Code of Conduct.** You warrant and represent that You have full capacity and authority and all necessary consents to enter into and perform the obligations contained in this Agreement and that upon enrolling in the ATP Program You do not have, and during your membership in the ATP Program You shall not have, any conflict of interest which would violate applicable policies, regulations or laws. During Your membership in the ATP





Program You will conduct Your business in a manner consistent with, and no less strict than the Symantec Code of Conduct (available on Symantec.com under Corporate Profile - Policies, <http://www.symantec.com/about/profile/policies/code-of-conduct.jsp>).

**d. Insurance.** You shall obtain and maintain in force adequate or customary insurance with reputable insurers during the term of this Agreement. You acknowledge and agree that in no event shall the coverage limits affect or limit in any manner Your liability under Section 6.

**8. Effective Date; Term; Termination.** This non-exclusive Agreement is entered into as of the date of execution by You and shall continue in effect until otherwise terminated in accordance with these terms. This Agreement shall be deemed executed by You on the date You submit your ATP Application. However, notwithstanding the above, both Parties acknowledge that Your right to receive ATP Program benefits is expressly conditioned upon Symantec's written acceptance of You into the ATP Program; further, You agree that if You earlier represent Yourself as an ATP Program member or You request or accept any ATP benefits then, in any action to enforce Symantec's rights, Your activities shall be deemed governed by the terms and conditions of this Agreement. Your membership of the ATP Program requires Your ongoing compliance with all terms of the Agreement including the Program Guide and all requirements thereunder. Either Party shall have the right to terminate this Agreement at any time without cause by written notice. Each Party shall use commercially reasonable efforts to give the other Party thirty (30) days' notice of termination of this Agreement. Notwithstanding such 30-day notice provision, Symantec may terminate the Agreement for Your non-compliance with Sections 3, 4, 5, 6 or 7, for which notice shall be effective upon receipt. In the event of termination for reasons other than Your non-compliance, You may continue to deliver Training Sessions and using/distributing Symantec Official Content under the terms of this Agreement, for Training Sessions scheduled before the effective date of such termination (not to exceed 90 days from the date of notice of termination). Furthermore this Agreement may at Symantec's discretion be deemed terminated without notice or action by Symantec if (i) a receiver is appointed for You or Your property, (ii) You become insolvent or unable to pay Your debts as they mature, (iii) You make an assignment for the benefit of creditors, or (iv) You become the subject of any proceeding under any bankruptcy, insolvency or debtor's relief law.

**9. ATP Program Changes.** Symantec reserves the right to modify the ATP Program, including the Program Guide, including any condition, requirement or benefit. All such changes shall be effective upon notice to You or at such time that Symantec may specify, provided that Symantec will use commercially reasonable efforts to give You thirty (30) days' notice of any material change to the ATP Program and/or Program Guide. Should You disagree with any change or modification, You may terminate this Agreement in accordance with its terms.

**10. Notices.** Any notice provided under this Agreement by You must be in writing and will be deemed given upon the earlier of actual receipt or ten (10) days after being sent by first-class mail, return receipt requested, to the attention of General Counsel, Symantec Corporation, 350 Ellis Street, Mountain View, California 94043, USA, or such address as provided by Symantec via written notice. Any notice provided by Symantec under this Agreement, including changes to the Program Guide, may be furnished via post, email, fax or by publication on Symantec's ATP partner website or Symantec Connect.