



Program Guide for Symantec Education Services Authorized Training Partner Program

INTRODUCTION

Welcome to the Symantec Education Services Authorized Training Partner Program (“**ATP Program**”). The ATP Program is designed to help providers of comprehensive training solutions, for individuals and/or organizations, deliver quality training on Symantec technologies.

Participation in the ATP Program is subject to a prospective partner’s application and agreement to the ATP Agreement and subject always to Symantec’s acceptance of the prospective partner as an ATP Program member (“**ATP**”). The “**ATP Agreement**” is comprised of the following: (1) this document (the “**Program Guide**”), including the Supplemental Terms attached as Appendix A which sets forth the requirements and benefits for ATP Program participants, together with (2) the Symantec Authorized Training Partner Program terms (“**Terms**”), a current copy of which may be obtained at <http://go.symantec.com/atp> or successor URL. Capitalized terms used in this Program Guide are defined in Appendix A, or in the Terms.

IMPORTANT INFORMATION

Symantec reserves the right to administer and change the ATP Program and this Program Guide in its discretion and upon notice. For the most updated information, please review the most current version of the ATP Agreement at <http://go.symantec.com/atp>.

This Program Guide is protected by applicable copyright and trademark laws, and is provided strictly for the use of actual or prospective members of the ATP Program, and is not to be used, copied or replicated for any other purpose without Symantec’s prior written consent.

ENROLMENT

To be eligible, a prospective partner’s principal business must be the sale and delivery of education-based solutions (a minimum of Seventy Percent (70%) of the organization’s revenue must derive from delivering education solutions). To join the ATP Program, prospective partners must complete an ATP Application Form and agree to the ATP Agreement terms. As part of application for entry into the ATP Program, the prospective partner will be required to provide a minimum of two (2) recent customer references per each country in which the ATP seeks to be authorized. Customer references must be for training that has been delivered by the ATP at the ATP’s education facilities. Following Symantec’s review of each ATP Application Form, prospective partners meeting enrolment requirements will be accepted in writing as an ATP in the ATP Program.

Following acceptance into the ATP Program, partners must complete all requirements contained in this Program Guide within One Hundred Eighty (**180**) days of enrolment to maintain membership. Failure to



do so will result in automatic termination of ATP Program membership upon written notice. Thereafter, partners must continue to satisfy all ATP Program requirements at all times to maintain authorized ATP status. If an ATP subsequently fails to maintain all ATP Program requirements, then the ATP will have ninety (90) days to remedy such non-compliance. (*Example: an ATP loses qualified instructor personnel counting towards a requirement, and then needs to timely hire a replacement qualified instructor*).

Failure to timely remedy and regain compliant status will result in termination from the ATP Program. Additionally, if such non-compliance only affects a particular location (such as a lack of the necessary SCI's supporting such location, as described further in this Program Guide), such location cannot be used to deliver Symantec training solutions until the non-compliance is remedied.

INFRASTRUCTURE

Student Equipment Requirements. ATP's are required to provide each Student with one (1) dedicated computer throughout each Training Session. Those computers must meet or exceed the hardware level and requirements specified in Symantec's applicable course set-up guide and equipment-configuration levels for the particular course, as available on Symantec Connect.

Labs. Certain Courses may require student access to a lab environment. Symantec will provide an ATP with remote access to a hosted lab environment for its Students ("**Remote Lab(s)**"), at an additional fee per Student. Remote Labs will be temporarily available for the ATP and its Students for the duration of each Training Session provided the ATP has previously registered the Training Session with the applicable regional Symantec contact listed at the end of this Program Guide at least ninety (90) days in advance of the Training Session start date. An ATP should reconfirm the number of Students for, or cancelation/rescheduling of, a Training Session fourteen (14) days in advance of the Training Session start date. Symantec will use commercially reasonable efforts to make Remote Labs available on a 24x7 basis, but cannot guarantee access for the ATP or its Students will be uninterrupted or error free. Further information on Remote Labs is provided on Symantec Connect.

Additional Systems and Hardware Requirements. Some Courses may require additional equipment. An ATP is required to comply with all applicable Courses' configuration requirements, when delivering such Courses. Configuration requirements and classroom setup guides are provided on Symantec Connect.

COURSE MATERIALS DELIVERY AND USAGE

ATP's are prohibited from (a) distributing Course Material designated for instructor-led delivery to anyone for self-paced training purposes; and (b) providing access to Course Material to any individual who is not either a Student attending the related Training Session or the entity/individual ATP customer who has paid for Student's Training Session. An ATP will not otherwise distribute, sublicense, reuse Course Material, nor sell used Course Material, whether the Course Material contains Official Content or Modified Content. ATP assumes all responsibility for the distribution of the Course Materials to Students.

ATP's are required to provide each Student attending a Training Session with one (1) copy of the Course Material used in the Training Session. Following the Training Session such Student has



attended, the Course Materials are licensed to the Student or the entity/individual ATP customer who has paid for the Training Session on behalf of the Student, provided such access and use of the Course Materials by such parties is solely for self-educational purposes and the Course Materials will not be: a) modified, rented, leased, distributed, sold, sublicensed or transferred, in whole or in part; or b) used to create derivative works based on the Course Materials. The ATP will ensure that any such parties given access and use of the Course Materials agree to these licensing requirements.

REPORTING AND ROYALTIES

Reports. An ATP will submit a monthly report (“**Report**”) no later than five (5) days after each calendar month end, in a predefined report template as supplied by Symantec. Reports will detail the number of Students trained by Course and by country in the calendar month just ended, Remote Labs usage and Symantec Placement, for training actually delivered during that month, all as further described below. Each Course listed in the report has a predefined number of training days associated with it. At the same time as submitting its monthly report the ATP shall submit a purchase order that matches the value of the corresponding monthly royalty fees due.

Royalties. ATP’s will report and pay Symantec on a per Student, per day trained and a per student per Course basis for Remote Labs. ATP’s are notified of their then-current standard program royalty rates upon acceptance into the ATP Program. Symantec reserves the right to modify the standard royalty rates not more than once in any twelve (12) month period, on not less than thirty (30) days prior written notice. If the change is a rate increase, then any such rate increase shall apply to the training delivered in the next full calendar month that follows the end of the thirty (30) days’ advance notice.

CUSTOMER SATISFACTION

ATP acknowledges that actual satisfaction of the Student with the ATP training experience is an important aspect of ATP Program success and the ATP’s continued Program eligibility. Following any Course, an ATP is required to have the Students complete evaluation forms. Symantec will provide an ATP with the then-current template of these evaluation forms. Thereafter, an ATP will submit these completed forms to Symantec.

Symantec reserves the right to modify this process, and to instead require evidence of customer satisfaction by requiring ATP Partners to use Symantec’s then-current industry standard tool, as specified from time to time on Symantec Connect.

OTHER REQUIREMENTS

Instructors: ATP’s are required to either employ or contract with Authorized Symantec Approved Instructors (SAI) to deliver all training using Symantec Official Content or Modified Content (Refer to the **Resources** section of this Program Guide for details of the SAI program.)



Sales Capability. ATP's must have a minimum of five (5) sales people per country, dedicated to the sale of general education services.

- For Thailand, Malaysia, Taiwan, Indonesia, Hong Kong, Philippines, New Zealand, Korea a minimum of two (2) sales people per country will be required.

Marketing. ATP's must have a minimum of one (1) marketing person, or full-time equivalent, per region, dedicated to marketing of general education services.

- Regions means:
 - APJ – Asia Pacific including Japan
 - EMEA – Europe, Middle East and Africa
 - LAMC – Latin America including Caribbean
 - NAM – North America

Training Completion Certificate. If requested by a Student, an ATP must issue a completion certificate to each such Student who successfully completes a Training Session that uses Course Materials, either Symantec Official Content, or Modified Content (including translations). The completion certificate must include the Course name, and be signed by the SAI who conducted the Training Session. Each completion certificate should only contain one Course name. In the case of a customized Training Session for which no single Course name exists, completion certificates must indicate that the Training Session was customized.

Language & Translation. An ATP will deliver Course training in the local language or as the local market requires. Accordingly, the ATP will translate Symantec training material (i.e., translate Official Content), as necessary, to train Students in each country in which the ATP is authorized to deliver Courses, or as the market requires. Such translations must be provided by a professional translation agency and be thoroughly checked to ensure the integrity of the translation.

Translated Official Content is Modified Content, and must be marked as follows:

"This training material is produced for use under limited license granted by Symantec Corporation or its subsidiaries, and is based on official Symantec content that is protected by international copyright and other laws. For use only by Symantec Authorized Training Partner instructors to deliver training on Symantec solutions, and for personal use of student attendees of such training."

If Modified Content is created and contains changes beyond translation (such as, changing or supplementing Official Content) any such modifications from the Official Content must be clearly differentiated and identified as follows:

"This training material is produced for use under limited license granted by Symantec Corporation or its subsidiaries, and is based on official Symantec content that is protected by international copyright and other laws. For use only by Symantec Authorized Training Partner instructors to deliver training on Symantec solutions, and for personal use of student attendees of such training. This training material also includes non-Symantec



content, for which Symantec accepts no responsibility, and no endorsement is implied or assumed.”

Business Plan. An ATP will be required to submit a business plan, detailing sales and marketing activities. This plan will be a working document on which Symantec/ATP quarterly reviews will be based. This plan will require approval from the regional ATP manager at such reviews. Symantec will provide an ATP with a template business plan .

Company References. After enrolment in the ATP Program, an ATP will be required to provide, on an annual basis, a minimum of two (2) recent customer references per each country in which the ATP seeks to maintain authorization. Company references must be based on training that has been delivered by the ATP at the ATP’s education facilities.

Financial Standing. Upon request, and not more than once every twelve (12) months, an ATP will submit a copy of their latest management accounts (i.e., publicly filed financial statements, if ATP is a publicly traded entity) to provide proof of good financial standing.

Records. An ATP must keep and maintain all usual and proper written documentation and records, books of accounts and entries relating to the Courses, Training Sessions, Students, and SAIs, including all class schedules, student rosters, individual Student and class files, and post course evaluations, for a period of eighteen (18) months after delivery of the applicable Course. Such records will include, without limitation, information regarding the number of Courses distributed and licensed. The records must be sufficient to allow Symantec to verify ATP’s compliance with the ATP Program.

AUDITS AND INSPECTIONS

The following supplements the audit and verification provisions of the ATP Agreement:

Self-Audit and Records Requests. Symantec may require ATP to accurately complete a self-audit questionnaire relating to ATP’s use of Courses and training, and/or to provide Symantec with Records. Requests for self-audit questionnaires or such Records will be limited to not more than once every twelve (12) months.

Audit. Additionally, Symantec may audit as set forth in the ATP Agreement. ATP will secure all adequate rights and third party consents required to permit Symantec’s audit. The audit may at Symantec’s discretion include, but is not limited to the following:

- Review of the processes used to track Courses and reconcile the volumes reported since last audit with Symantec’s records.
- Inspection of all classrooms and/or equipment used for training.
- Interview of ATP’s primary contact, SAIs, and other staff members.
- Review of all Records
- Review of SCI’s competencies.
- Review of Post course evaluation results.



Compliance Payments. ATP shall, within thirty (30) days of Symantec's invoice, pay Symantec any royalty fee discrepancies (underpayments) revealed by Symantec's audit.



RESOURCES

COURSE MATERIALS (OFFICIAL CONTENT)

<http://www.symantec.com/connect/>

COURSE OVERVIEWS

<http://www.symantec.com/connect/>

COURSEWARE SET UP GUIDES

<http://www.symantec.com/connect/>

SYMANTEC APPROVED INSTRUCTORS (SAI) PROGRAM

[SATP Info@Symantec.com](mailto:Info@Symantec.com)

COURSE USAGE REPORTING TEMPLATE

[SATP Info@Symantec.com](mailto:Info@Symantec.com)

BUSINESS PLAN TEMPLATE

[SATP Info@Symantec.com](mailto:Info@Symantec.com)

QUESTIONS & KEY CONTACTS

PROGRAM ENQUIRIES

Sarah_Grace@Symantec.com



Appendix A

Symantec Authorized Training Partner (“ATP”) Program Supplemental Terms and Conditions

DEFINITIONS:

“**ATP Agreement**” has the meaning given on the first page of this Program Overview.

“**Course**” – means a training module, specific to a particular Symantec solution.

“**Course Materials**” means the training materials provided by the ATP Partner to each Student attendee of a Course. Course Materials may be Official Content or Modified Content.

“**Official Content**” – Symantec unmodified training materials for a Symantec technology, which materials are made available via the Symantec Connect portal to authorized ATP’s for Course delivery to ATP’s Students.

“**Modified Content**” means Official Content that has been modified by the ATP from its original form, including compilations, extracts, translations, supplements or any other customization which is based on or contains any portion of Official Content.

“**Records**” means the documents and other information described under the header “Records”, within the section entitled “Other Requirements” of this Program Guide

“**SAI**” or “**Symantec Approved Instructor**” means, as to a given Symantec solution, a specific named individual ATP trainer who has satisfied the then-current Symantec Approved Instructor qualifications for that Symantec solution set.

“**Symantec Connect**” means the ATP Program website so designated by Symantec, as it may be rebranded from time to time, found at <http://www.symantec.com/connect> or successor URL.

“**Student**” means an individual attendee of a Course delivered by the ATP.

“**Training Session**” means an engagement for delivery of a Course to a Student.

LICENSE GRANTS

Course Materials. During the term of ATP’s membership in the ATP Program, Symantec grants to ATP (1) a limited, non-exclusive, non-transferable license to access, use and distribute Official Content, including the right to modify Official Content such that it becomes Modified Content, all for the sole purpose of training ATP’s SAIs to meet the requirements of the ATP Program and for providing Training Sessions to Students as expressly contemplated by the ATP Agreement including the Program Overview.

Symantec Components. To the extent that Symantec provides any Symantec Components for Lab Images, Symantec grants to ATP a limited, non-exclusive, non-transferable license to access and use such Symantec Components, for the sole purpose of training ATP’s SAIs to meet the requirements of the ATP Program and for providing Training Sessions to Students, as expressly contemplated by the ATP Agreement including the Program Overview. Such license expressly excludes the right to distribute the Symantec Components or to allow access or use of the Symantec Components by individuals other than Students, or ATP SAIs in training.

INDEMNITIES

Notwithstanding Symantec’s right to modify the ATP Program Guide as set forth in the ATP Agreement, the following provisions shall remain unmodified during ATP’s membership in the ATP Program.

Infringement Indemnification by Symantec. Symantec agrees, at its expense, to defend any third party claim made against the ATP that Official Content infringes an intellectual property right of a third party and



shall indemnify the ATP against any and all damages and losses finally awarded against the ATP based upon such claims (or agreed upon by Symantec in settlement), provided that the ATP: (a) provides Symantec prompt written notice of the claim to Symantec; (b) provides Symantec authority, assistance and information to perform its duties under this Section; (c) grants Symantec sole control of the defense and all related settlement negotiations; and (d) has not compromised or prejudiced Symantec's position on the claim.

Symantec shall have no obligation to defend or indemnify the ATP for any claim that is based on: (l) a modification of the Official Content; (m) the use of older Official Content no longer provided by Symantec in accordance with the terms of the Program Guide; or (n) the use of the Official Content in combination with any other materials not provided by Symantec where such infringement would not have occurred but for the combination.

If the Official Content is held or may be held, in Symantec's opinion, to infringe, Symantec may: (x) obtain for the ATP the right to continue to use the Official Content under the terms of this Agreement; (y) modify the Official Content to be non-infringing; or (z) in the event options (x) and (y) above are not commercially reasonable, remove the Official Content from Symantec Connect and no further Training Sessions using such Official Content may be provided by the ATP.

NOTWITHSTANDING ANY OTHER PROVISION IN THE ATP AGREEMENT, THE PROVISIONS OF THIS SECTION ENTITLED "INFRINGEMENT INDEMNIFICATION BY SYMANTEC" STATES ATP'S SOLE AND EXCLUSIVE REMEDY AND SYMANTEC'S SOLE AND EXCLUSIVE LIABILITY, REGARDING INFRINGEMENT OR MISAPPROPRIATION OF ANY INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY.

Infringement Indemnification by ATP. ATP shall indemnify, defend and hold Symantec harmless from any third party claims, costs or damages (including attorneys' fees) resulting from any of the Course Materials (including Modified Content) or other content provided by ATP in its training, other than Official Content.

Symantec Connect. ATP's membership in the ATP Program grants the ATP access to Symantec Connect, or a successor portal, which is (along with any related passwords or access codes provided by Symantec) deemed Confidential Information, and may not be shared or accessed by any third parties, including ATP's customers or Students. ATP shall fully indemnify Symantec for any and all damages caused by ATP's failure to comply with this provision.

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