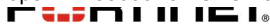


**Academic Partner
Program**

Academic Partner 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 (“Academic Partner”) and either Fortinet, Inc. if the Academic Partner is located in the Americas or Fortinet Singapore Private Limited if the Academic Partner 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 Academic Partner a non-exclusive, revocable, fully paid limited license to use the Training Material in an educational environment. Academic Partner 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; Academic Partner has no right, title, or interest in the Training Material, except as specified under this agreement. Academic Partner shall not modify the Training Material without Fortinet prior written consent. All Academic Partner's comments and suggestions to Training Material will be owned by Fortinet. Academic Partner may not use unauthorized materials for Fortinet instruction purposes. Upon termination of this agreement, Academic Partner will either return such items to Fortinet or certify the destruction of such items to Fortinet.
- Academic Partner 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. Academic Partner 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>. Academic Partner will take all reasonable steps to ensure that trainees using the Training Material are in compliance with the terms of the agreement. If Academic Partner discovers or has reason to believe that any trainee is making use of the Training Material in violation of this agreement, Academic Partner will immediately notify Fortinet in writing.
- 6.1 Indemnity.** Academic Partner 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 Academic Partner’s (a) negligence or willful misconduct or (b) breach of this agreement.
- 7.1 Limitation of Liability.** FORTINET IS NOT LIABLE TO THE ACADEMIC PARTNER FOR ANY DAMAGES (DIRECT, CONSEQUENTIAL, SPECIAL, PUNITIVE, OR INDIRECT DAMAGES).



Academic Partner Program

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. Academic Partner 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. Academic Partner 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.** Academic Partner 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).



**Academic Partner
Program**

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

Fortinet
Name: Melonia da Gama
Title: Director, Marketing/Business Development

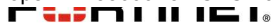
Academic Partner: Igor Sikorsky KPI
Name: Mykola Ilin
Title: Dr.

Signature:
Date:

DocuSigned by:
Melonia da Gama
404C3D3B5194423...
9/3/2024

Signature:
Date:

Signed by:
Mykola Ilin
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9/3/2024



Academic Partner Program

Exhibit A

Fortinet Training Institute Certification Program

The Training Institute Certification Program has 5 proficiency levels with 11 certifications and is 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.

Academic Partner Responsibilities, if applicable, Academic Partner 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 maintain up to date roster allowing Fortinet to verify student's active status with Academic Partner, 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 Academic Partner to provide students with information about the NSE program and upcoming courses.
- Fortinet will provide access to self-paced training to Academic Partner students who submit through access request link.
- Fortinet will monitor student progress and report back to Academic Partner as requested by Academic Partner
- Fortinet will provide exam vouchers upon request for students who have completed the self-paced learning.
- Fortinet will inform students who complete the self-paced learning of any potential internship or employment opportunities at Fortinet.

Engagement

- The Academic Partner agrees to permit Fortinet to identify the Academic Partner as an Authorized Academic Partner within any Authorized Academic Partner collateral.
 - Academic Partner will provide Fortinet with a logo to be used within materials.
- Fortinet, with the Academic Partner's participation, will attempt to provide quarterly contact reviews to answer questions, provide updates, and/or discuss ways to better bolster the Academic Partner. 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 Academic Partner's around potential marketing and PR opportunities as they arise.
- Academic Partner 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.

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Fax: +1-408-235-7737

www.fortinet.com



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