



ZSCALER ACADEMIC ALLIANCE PROGRAM AGREEMENT

PLEASE READ CAREFULLY

PLEASE READ THIS ZSCALER ACADEMIC ALLIANCE PROGRAM AGREEMENT ("AGREEMENT") BEFORE REGISTERING TO THE ZSCALER ACADEMIC ALLIANCE PROGRAM. THIS AGREEMENT IS MADE AND ENTERED INTO BY AND BETWEEN ZSCALER, INC., WITH ITS PRINCIPAL PLACE OF BUSINESS AT 120 HOLGER WAY, SAN JOSE, CA, 95134 USA AND THE ENTITY IDENTIFIED IN THE APPLICABLE REGISTRATION FORM ("LICENSEE") AND APPROVED BY ZSCALER AS A ZSCALER ACADEMIC ALLIANCE PROGRAM PARTNER.

BY REGISTERING AND APPLYING TO THE ZSCALER ACADEMIC ALLIANCE PROGRAM, YOU ARE REPRESENTING AND WARRANTING THAT YOU ARE AUTHORIZED TO BIND LICENSEE, AND THAT YOU CONSENT AND AGREE TO BE BOUND BY THE TERMS AND CONDITIONS OF THIS AGREEMENT. APPROVAL OF YOUR STATUS AS A ZSCALER ACADEMIC ALLIANCE PROGRAM PARTNER IS SUBJECT TO THE SOLE DISCRETION OF ZSCALER.

LICENSEE IS NOT A ZSCALER ACADEMIC ALLIANCE PROGRAM PARTNER AND THIS AGREEMENT SHALL NOT BECOME BINDING UNTIL PARTNER HAS RECEIVED A NOTICE OF ACCEPTANCE (AS HEREINAFTER DEFINED). REGISTERING AND APPLYING TO THE ZSCALER ACADEMIC ALLIANCE PROGRAM DOES NOT MEAN OR IMPLY THAT YOU HAVE BEEN ACCEPTED INTO THE ZSCALER ACADEMIC ALLIANCE PROGRAM AS A PARTNER.

1. Definitions

1.1. "Affiliate" means any entity which directly or indirectly controls, is controlled by, or is under common control with Licensee. "Control," for purposes of this definition, means direct or indirect ownership or control of more than 50% of the voting interests of the subject entity.

1.2. "Authorized Course Materials" means course materials developed and owned by Zscaler and/or its suppliers, including, but not limited to, instructor materials, slides, videos, manuals, workbooks, CDs, product documentation and selected handouts, reports, evaluation forms, e-learning and other materials developed and required for use in ZAAP Authorized Courses that Zscaler makes available to Licensee in electronic and/or hard copy formats to be used by Licensee in providing ZAAP Authorized Courses.

1.3. "Educational Purposes" means the purposes directly related to learning, teaching, training, that are part of the instructional functions performed by Licensee in providing the ZAAP Authorized Courses and, in the case of Students, purposes related to learning, training, in connection with the ZAAP Authorized Courses.

1.4. "Effective Date" means the date set forth in the Notice of Acceptance as the effective date of this Agreement.

1.5. "Faculty" means an individual(s) employed by or under written agreement with Licensee to provide ZAAP Authorized Courses and who has successfully completed the faculty qualification requirements stated in this Agreement and the guide for the Program.

1.6. "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.

1.7. "Marks" means the Zscaler trademarks, service marks, trade names and logos. Use of a Mark by Licensee must correctly attribute ownership thereof to Zscaler and be in accordance with applicable law and Zscaler's then-current trademark usage guidelines.

1.8. "Moral Rights" means any rights to claim authorship of any work, to object to or prevent the modification or destruction of any work, to withdraw from circulation or control the publication or distribution of any work, and any similar right, existing under judicial or statutory law of any country in the world, or under any treaty, regardless of whether or not such right is called or



generally referred to as a “moral right.”

1.9. “Notice of Acceptance” means Zscaler’s notification to the Licensee that Licensee has been accepted into the Zscaler Academic Alliance Program as a Partner and which notification will be sent to the email address provided by the Licensee in its completed registration form for the ZAAP.

1.10. “Partner” or “ZAAP Partner” means a member of the Program authorized to provide ZAAP Authorized Courses to Students as set forth in this Agreement.

1.11. “Student” means an individual enrolled to obtain credit as part of a structured set of courses that will be applied towards a diploma, certificate, or degree offered by Licensee.

1.12. “Zscaler Academic Alliance Program,” “Program,” or “ZAAP” means a government-accredited academic institution including secondary school, career or vocational school, technical school, defense or military school, college, or university authorized by Zscaler to provide ZAAP Authorized Courses.

1.13. “ZAAP Authorized Courses” means classroom instruction and technical training courses that are related to Zscaler Products and authorized by Zscaler to be provided by Partners to Students as described herein.

1.14. “Zscaler Products” means, collectively, all Zscaler products, services, solutions, hardware, software, and support.

2. LICENSEE APPOINTMENT AND OBLIGATIONS

2.1. Appointment. Subject to Licensee’s compliance with the terms and conditions of this Agreement, Zscaler hereby appoints Licensee, and Licensee accepts such appointment, as a non-exclusive ZAAP Partner. The foregoing appointment grants Faculty the right to provide ZAAP Authorized Courses to Students at ZAAP Learning Facilities as agreed to in writing by Licensee and Zscaler. Licensee is not authorized under this Agreement to market, promote, offer, offer to sell, distribute, license, or sell any Zscaler Products.

2.2. Affiliates. Affiliates of Partner may participate as a ZAAP Partner provided that Partner ensures that any such Affiliates are bound to and comply with this Agreement, including but not limited to all of Partner’s obligations hereunder, and Partner agrees that Partner is and will be responsible for the performance of such obligations by its Affiliates and liable to Zscaler for all acts and omissions of any such Affiliates (Including the Affiliate’s personnel) in violation of the terms of this Agreement.

2.3. Reporting. Unless prohibited by applicable privacy laws, and upon request from Zscaler, Partner will provide Zscaler with reports for each Authorized Course on a predetermined schedule and as defined by Zscaler.

2.4. ZAAP Learning Facilities. Licensee agrees to provide the ZAAP Authorized Courses solely at ZAAP Learning Facilities and in accordance with the terms and conditions of this Agreement. Zscaler reserves the right to tour and approve such ZAAP Learning Facilities from time to time, in its sole discretion, during the term of this Agreement, upon five (5) days written notice (including email) to Licensee.

2.5. Business Conduct. Licensee and its Faculty will: (i) provide the ZAAP Authorized Courses in a professional and competent fashion, in accordance with all applicable laws and regulations, and in a manner that reflects favorably on the Zscaler Academic Alliance Program; and (ii) make no representations, warranties or guarantees to Students with respect to the specifications, features, or capabilities of Zscaler Products other than as explicitly set forth in the Authorized Course Materials.

2.6. Faculty. Licensee will ensure that before its Faculty provide any ZAAP Authorized Courses, all Faculty and other relevant personnel are aware of: (i) Licensee’s confidentiality and non-disclosure obligations set forth in Section 3; and (ii) Zscaler’s ownership rights to intellectual property and faculty obligations regarding Zscaler’s ownership rights set forth in Section 4. Licensee understands and agrees that Licensee is responsible for the acts and omissions of its personnel in violation of Sections 3 and 4.

2.7. Marketing and Promotion. During the term of this Agreement, Licensee may advertise as a ZAAP Partner upon the Effective Date. Any use of the Marks shall be governed by Section 6 of this Agreement.

2.8. No Reproduction of Authorized Course Materials. All Authorized Course Materials are protected by copyright and may



not be reproduced, in whole or in part, without the prior written authorization from Zscaler. Use of any Zscaler Products obtained in connection with this Agreement shall be governed exclusively by the applicable terms of the Zscaler End User Subscription Agreement. Licensee acknowledges and agrees that it shall not reproduce, modify, or create derivative works of the Authorized Course Materials or otherwise use the Authorized Course Materials other than as explicitly set forth in this Agreement for the purpose of providing ZAAP Authorized Courses to Students.

2.9. Restrictions on Products Use. Zscaler Products shall be used for Educational Purposes only.

2.10. No Conflict of Interest. By accepting the Products and agreeing to use the Products for Educational Purposes, the Licensee certifies and agrees that the lending of and use of the Products associated with ZAAP does not constitute a gift or amenity of any sort. The lending of the Products and their subsequent use by the Licensee for the purposes articulated in this and any related agreements does not create a conflict of interest on the part of Zscaler Academic Alliance Program, the Licensee, its parent educational organization, or any organization of which the parent educational institution is a part.

3. CONFIDENTIALITY

3.1. Definition. **"Confidential Information"** means the non-public information of a party (the "Discloser") that is provided to the other party ("Recipient") or obtained by the Recipient in connection with this Agreement, provided that such information is either identified as confidential by the Discloser at the time of disclosure or is of such a nature that a reasonable person would understand it to be confidential.

3.2. Exclusions. Confidential Information is exclusive of information or data that: (a) was in the public domain at the time it was communicated to Recipient; (b) entered the public domain subsequent to the time it was communicated to Recipient through no fault of Recipient; (c) was in Recipient's possession not in violation of any obligation of confidentiality at the time it was communicated to Recipient; (d) was disclosed to Recipient not in any violation of any obligation of confidentiality; or (e) was developed by employees or agents of Recipient without use of or reference to the Confidential Information of Discloser.

3.3. Obligations. Recipient will not use Discloser'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, subcontractors, and legal or professional financial advisors 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 or is bound by confidentiality obligations that are at least as protective as those set forth herein. Recipient will use all reasonable efforts to maintain the confidentiality of all the Discloser'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. Notwithstanding anything contained herein to the contrary, Recipient may disclose Confidential Information pursuant to an order of a court of competent jurisdiction or as otherwise required by law. Under such circumstances Recipient will, if permitted by law, regulation, or court order, provide Disclosure with advance notice of such disclosure to afford Disclosure an opportunity to take legal action to prevent or limit the scope of such disclosure, and will cooperate with Disclosure in connection therewith.

4. PROPRIETARY RIGHTS

All rights and title in and to the Authorized Course Materials and ZAAP Authorized Courses, including any and all derivative works of the foregoing, as well as the Marks, and Zscaler Products, including all Intellectual Property Rights inherent in all of the foregoing, shall remain the sole and exclusive property of Zscaler and/or its licensors. Notwithstanding anything to the contrary contained herein, Licensee is expressly prohibited from creating derivative works of the Authorized Course Materials and ZAAP Authorized Courses. During and after the Term of this Agreement, Licensee will assist and cooperate with Zscaler in all respects and will take such further acts reasonably requested by Zscaler to enable Zscaler to acquire, transfer, maintain, perfect, and enforce its Intellectual Property Rights and other legal protections in the Authorized Course Materials and Authorized Courses, including any derivative works of the foregoing. No rights are granted to Partner other than as expressly set forth in this Agreement.

5. MORAL RIGHTS

Licensee also hereby agrees to irrevocably transfer and assign to Zscaler, waive, and never assert, any and all Moral Rights that Licensee or Licensee personnel may have in or with respect to the Authorized Course Materials and Authorized Courses, including any derivative works of the foregoing, during and after the term of this Agreement.

6. TRADEMARK LICENSE

5.1 Subject to Licensee's compliance with this Agreement, Zscaler grants to Licensee a non-exclusive, non-transferable license to use the Marks, during the term of this Agreement, solely in connection with the marketing and advertising of Authorized



Courses. Any advertising, marketing, or promotional materials in which Licensee plans to use a Mark requires Zscaler's prior written approval, which shall not be unreasonably withheld or delayed. Licensee will not alter, erase or overprint any trademark notice provided by Zscaler or affix any Marks to any non-ZAAP Authorized Course Materials.

5.2 Licensee will at no time contest or aid in contesting the validity or ownership of any Mark or take any action that is inconsistent, adverse, or in derogation of Zscaler's rights herein, including, without limitation, applying to register any trademark, trade names, copyrights, or other designation that is confusingly similar to any Marks. The license granted hereunder shall terminate upon expiration or termination of this Agreement. Licensee recognizes the goodwill associated with the Marks, acknowledges that such goodwill belongs to Zscaler and agrees that any and all use of the Marks shall inure to the sole benefit of Zscaler and/or Zscaler's Affiliates, as applicable.

7. Data Protection and Privacy.

Zscaler shall comply with all data protection and privacy laws applicable to its processing of personal data (as defined under applicable laws), including (without limitation) the California Consumer Privacy Act of 2018 (the "CCPA") and the General Data Protection Regulation (Regulation (EU) 2016/679) (the "GDPR").

8. WARRANTY AND INDEMNIFICATION

8.1. Warranty. Each Party warrants that it has full corporate power to enter into the Agreement, to carry out its obligations hereunder, and to grant and assign the rights herein granted or assigned to the other Party.

8.2. ZAAP Partner Representations. ZAAP Partner represents to Zscaler that: (a) ZAAP Partner is a business entity duly organized and in good standing as required under all jurisdictions where ZAAP Partner does business; (b) ZAAP Partner's execution and performance of this Agreement has been duly authorized by all necessary action on the part of ZAAP Partner; and (c) neither ZAAP Partner nor, to ZAAP Partner's knowledge after reasonable inquiry and the conduct of a background check, any of its directors, officers, employees, or Faculty, have been convicted of any offense involving bribery, corruption, fraud or dishonesty, or been adjudged in a civil proceeding to have violated the law, materially breached its contractual obligation to another party, or committed an act of gross negligence, fraud, or willful misconduct. The foregoing representations shall remain in effect throughout the term of this Agreement and ZAAP Partner will immediately notify Zscaler if any of the foregoing become untrue.

8.3. Indemnity. To the fullest extent allowable under law, Licensee agrees to indemnify, defend, and hold harmless Zscaler and its Affiliates and its and their respective officers, directors, employees, agents, successors, and assigns from any and all claims, actions, damages, liabilities, costs and expenses, including reasonable attorneys' fees and expenses, arising from or related to: (i) any negligent act or omission or willful misconduct of Licensee or any of its Faculty, employees, Affiliates, employees or personnel of Affiliates, or subcontractors, if any, while engaging in activities under the Agreement; or (ii) Licensee's or any of its Affiliate's breach or violation of any law, statute, ordinance, or regulation applicable to Licensee or such Affiliate, as applicable, in carrying out Licensee's obligations under this Agreement. Zscaler expressly reserves the right to retain separate counsel at Zscaler's own expense to participate in the defense or settlement of such claims.

8.4. Disclaimer. THE PARTIES MAKE NO WARRANTIES EXCEPT AS STATED IN THIS SECTION 6. THE PARTIES DISCLAIM AND EXCLUDE ALL OTHER WARRANTIES, INCLUDING BUT NOT LIMITED TO, EXPRESS, IMPLIED, AND STATUTORY WARRANTIES, REPRESENTATIONS, AND CONDITIONS WITH RESPECT TO THIS AGREEMENT INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

9. LIMITATION OF LIABILITY

9.1. Exclusion of Certain Damages. EACH PARTY SHALL BE FULLY LIABLE FOR THE ACTIONS OF ITS EMPLOYEES AND AGENTS IN THE PERFORMANCE OF ITS OBLIGATIONS UNDER THIS AGREEMENT. IN NO EVENT WILL ZSCALER BE LIABLE FOR ANY DIRECT, SPECIAL, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES (INCLUDING LOSS OF USE, DATA, BUSINESS, PROFITS, GOODWILL OR OTHER ECONOMIC LOSS), ARISING OUT OF, RELATING TO OR IN CONNECTION WITH THIS AGREEMENT, WHETHER SUCH LIABILITY ARISES FROM ANY CLAIM BASED UPON CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR OTHERWISE, WHETHER OR NOT A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE. THE PARTIES HAVE AGREED THAT THESE LIMITATIONS WILL SURVIVE AND APPLY EVEN IF ANY LIMITED REMEDY SPECIFIED IN THIS AGREEMENT IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.

10. TERM AND TERMINATION

10.1. Term. The term of this Agreement shall be one (1) year from the Effective Date (the "Term") and shall automatically



renew for one (1) year terms thereafter, unless earlier terminated in accordance with the terms of this Agreement.

10.2. Termination for Convenience. Either Party may terminate this Agreement at any time upon thirty (30) days written notice to the other Party. ZAAP Authorized Courses that are committed to by a Licensee will not be subject to the termination clause of the contract or interrupted during the curriculum year when termination occurs within that period.

10.3. Termination For Cause. Either Party may terminate this Agreement, at any time, if the other Party breaches any material term of this Agreement and fails to cure that breach within ten (10) days after notice thereof from the non-breaching Party.

10.4. Effect of Termination. Upon the termination or expiration of this Agreement: (i) each Party will promptly return to the other Party all Confidential Information of the other Party in its possession or control, and will provide the other Party with a certification, signed by one of its officers, certifying the return of all such Confidential Information; (ii) Licensee will immediately cease using the Marks, ZAAP Authorized Courses, and Authorized Course Materials; and (iii) Licensee will return to Zscaler any copies of ZAAP marketing collateral in Licensee's possession or control.

10.5. No Damages Upon Termination. LICENSEE WAIVES ANY RIGHTS IT MAY HAVE TO RECEIVE ANY COMPENSATION OR INDEMNITY UPON TERMINATION OR EXPIRATION OF THIS AGREEMENT UNDER THE LAWS OF THE TERRITORY OR OTHERWISE, OTHER THAN AS EXPRESSLY PROVIDED IN THIS AGREEMENT.

10.6. Survival. The rights and obligations of the Parties under Sections 2 through 10 will survive the termination or expiration of this Agreement.

11. MISCELLANEOUS

11.1. Assignment. Licensee may not assign or transfer this Agreement, in whole or in part, by operation of law or otherwise, without Zscaler's express prior written consent.

11.2. Governing Law and Jurisdiction. This Agreement will be governed by and construed in accordance with the laws of the State of California. The Parties expressly agree that the United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Agreement.

11.3. Non Exclusive Remedy. Except as expressly set forth in this Agreement, the exercise by either Party of any of its remedies under this Agreement will be without prejudice to its other remedies under this Agreement or otherwise.

11.4. English Language. The original of this Agreement has been written in English, and that version will govern. Licensee waives any rights it may have under any applicable law to have this Agreement written in any other language. Any versions of this Agreement in any other language will be for accommodation only and will not be binding upon either Party.

11.5. Notices. All notices shall be in writing and delivered by overnight delivery service or by certified mail sent to the address published on the respective Party's websites or the address specified on the relevant order document (attention: Legal Department), and in each instance will be deemed given upon receipt.

11.6. Publicity. The Licensee grants Zscaler the right to use and display the Licensee's name, trademark(s), and/or trade name(s) (whether in written or electronic form) in any Zscaler list of ZAAP Partners. Except as otherwise provided in this Agreement, nothing in this Agreement gives either Party a right to use the other Party's name, trademark(s), or trade name(s), directly or indirectly, without the other Party's prior written consent, including use in written publicity, news release, or other public announcement.

11.7. Relationship of the Parties. The Parties are independent contractors, and this Agreement will not establish any relationship of partnership, joint venture, employment, franchise, or agency between the Parties. Neither Party will have the power to bind the other Party or to incur any obligations on its behalf, without the other Party's prior consent.

11.8. Compliance with Laws; Export Control. Licensee shall comply with all applicable laws in connection with Licensee's use of Zscaler Products. Licensee further agree that it will not engage in any illegal activity in any relevant jurisdiction, and Licensee acknowledges that Zscaler reserves the right to notify its customers or appropriate law enforcement in the event of such illegal activity. Both Parties shall comply with the U.S. Export Administration Regulations, and any other export laws, restrictions, and regulations to ensure that the Product and any technical data related thereto is not exported or re-exported directly or indirectly in violation of or used for any purposes prohibited by such laws and regulations.

11.9. Waiver. The failure by either Party to enforce any provision of this Agreement will not constitute a waiver of future enforcement of that or any other provision.



11.10. Equitable Relief. Licensee acknowledges that any breach of its obligations under this Agreement with respect to the proprietary rights or Confidential Information of Zscaler will cause Zscaler irreparable injury and significant injury for which there are inadequate remedies at law. Accordingly, Zscaler will be entitled to obtain immediate equitable relief to enjoin any such breach, in addition to all other rights and remedies that it may have under this Agreement, at law or otherwise.

11.11. Entire Agreement. This Agreement, including all exhibits hereto, constitutes the complete and exclusive understanding and agreement between the Parties regarding its subject matter and supersedes all prior or contemporaneous agreements or understandings, whether written or oral, relating to its subject matter. Any waiver, modification, or amendment of any provision of this Agreement will be effective only if in writing and signed by duly authorized representatives of each Party.