

Westcon EDGE Mentorship Program

Memorandum of Understanding

Representatives of Reseller Partner ("Partner") and Westcon Group North America, Inc. ("Westcon") (each a "Party" and collectively the "Parties" hereto) have agreed to work together on a business development program hereafter called the "EDGE Mentorship Program" (the "Program"). The Program is focused on providing guidance, focused consultancy, and mentoring support to Partner in order to assist the accelerated growth of Westcon's "Engage, Develop, Grow and Extend" solution hereafter referred to as "EDGE".

The Parties agree that this Memorandum of Understanding ("MOU") is intended only to summarize the business terms of the Parties with respect to the Program. The Parties agree that the contents of this MOU are each other's Confidential Information, subject to the terms and conditions of the Mutual Non-Disclosure Agreement previously signed by the Parties (NDA) and that neither will disclose to any third party the existence, intent or terms of this MOU, except in accordance with the NDA.

EDGE Mentorship Program

Program Overview

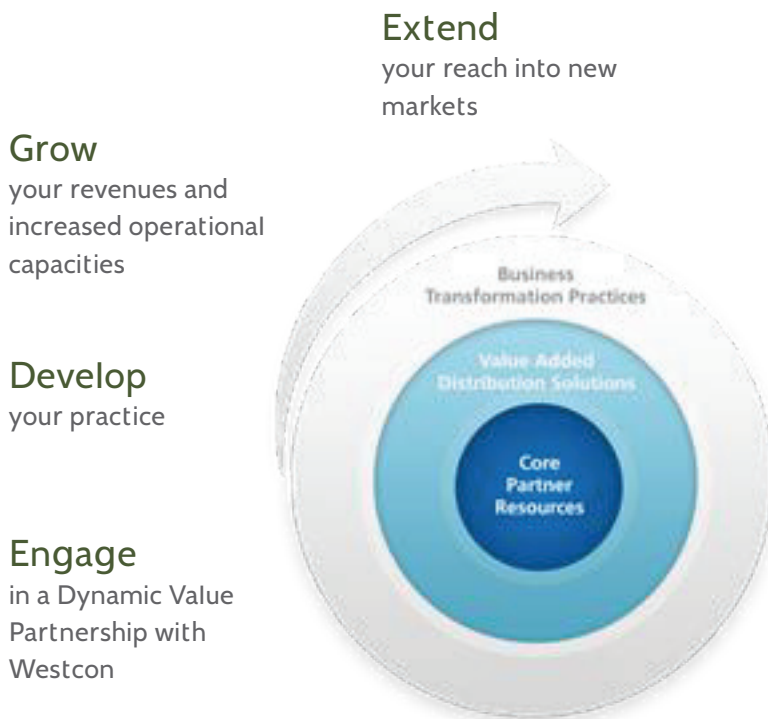
Westcon is more than you might expect from a distributor. We are your Dynamic Value Partner, helping you profitably and strategically grow your Security business. The Westcon EDGE Mentorship Program is designed to increase the partners' sales ability by developing supplier-specific growth activities that ultimately enable partners to find, initiate and lead opportunities start to finish. The EDGE Mentorship Program overall goal is to drive increased knowledge and demand at the authorized partner level for Palo Alto Networks products and services through an orchestration of education, coordination of end user lead generation, guidance of Westcon and Palo Alto Networks marketing offerings and programs, assisting with product demos, solution configuration and Proof of Value (PoV) deployment.

Building upon years of experience at the center of many Security manufacturers ecosystems, Westcon has defined a proven set of practices and solutions for Partners. Then, we have charted an optimal path to market for each, with the associated resources, training and expert support our partners need to succeed at every stage. The differentiating process is EDGE: Engage +

Program Benefits:

- Develop and outline a strategic business plan identifying go-to-market strategy and growth opportunities
- Effectively manage on-boarding and enablement processes
- Develop a training roadmap to enhance sales and technical knowledge
- Provide extensive information, selling resources and training options
- Manage demand generation campaigns and activities into existing base of end-user customers and identify net new routes to market
- Provide progress reporting and tracking sales cycle from lead distribution

The EDGE Portfolio



Core Partner Resources

Partners are fully supported for success with a strong portfolio of core resources.

Value-Added Distribution Solutions

Procurement services to expertly manage daily operations and improve cash flow, while you focus on business growth.

Business Transformation Practices

Critical differentiators to propel growth and transform your business from commoditized to truly strategic.

Program Terms and Requirements:

To participate in the Program, Partners must dedicate three (3) resources to the Program, who shall be responsible for fulfilling the following roles: i) executive sponsorship ("Executive Resource"); ii) sales lead ("Sales Resource"); and iii) technical lead ("Technical Resource"). Prior to initiation of the Program, Partner shall identify in writing to Westcon the contact information for each of the above resources. These resources will partner with the Westcon Product Management staff, including the Westcon BDM, CDM, product manager, pre-sales system engineer, and inside business development manager, for the duration of the Program. Partners will be required to go through a strategic reseller onboarding plan that includes sales and technical training and concludes with an end user demand creation campaign. Partner agrees to work with Westcon to identify key end user targets and to be an active participant in strategic account mapping.

Although Westcon does not require the payment of fees in connection with the Program, Westcon values the Program to be worth USD \$8,000 for each participating partner. Either Party may terminate this MOU without cause upon written notice to the other Party. In the event of termination by Partner prior to the end of the Term, Partner will be required to remit payment towards any installation and professional services work conducted in connection with the Program.

Program Features:

The Program is designed to drive increased knowledge and demand at the authorized partner level for Palo Alto Networks products and services through orchestration of education, coordination of end user lead generation, guidance of Westcon and Palo Alto Networks marketing offerings and programs, assisting with product demos, solution configuration and Proof of Value deployment.



Market and Program Development

Westcon's Inside Business Development Manager (IBDM), Channel Development Manager (CDM), and Product Sales Manager (PSM) will coordinate and host reoccurring calls/meetings with the partner, occasionally inviting the supplier, with the intent of monitoring the progress and identifying and rectifying challenges.



Personalized Sales and Technical Training

Westcon will guide the partners' sales and technical team(s) through the accreditation and certification process. The goal is to align the partner with the needed accreditations for the respective partner tier of the Palo Alto Networks partner program; enabling the partner to become more self-sufficient. The guide and point of contact will be the Westcon Inside Business Development Manager (IBDM) and the Westcon Pre-Sales System Engineer (PSSE).

Westcon will assist with negotiation of classroom costs to obtain any accreditations that require on-site instructor led classes. This excludes costs for travel, lodging and typical per Diem expenses. Westcon has a strong relationship with Palo Alto Networks that will allow us to lower or eliminate the cost of the class and, in some cases; Westcon will cover the cost of the certification and training classes.

The Westcon IBDM will also assure that the partner is included on webinars and supplemental knowledge base deliverables. This includes archived trainings that can be easily accessed on Westcon and Palo Alto Networks websites.



Sales Materials

Both Westcon and Palo Alto Networks have well thought out and ready-for-execution marketing campaigns. The campaigns include a selection of messaging that can incorporate the partner's look and feel. You will gain knowledge and become efficient with tools focused on Palo Alto Networks products and solutions by product and market segments.

You will become familiar with website content syndication, Palo Alto Networks sales playbooks, a wide variety of case studies, proven presentations that deliver the Palo Alto Networks solutions in either technical or layman's terms, chalk talks and more. The Westcon IBDM will walk you through the offerings and assist with delivery and follow-up.



Demand Generation

Westcon will coordinate and initiate the call-out campaign of the reseller-provided end user list using a 3rd party company and/or Westcon's Palo Alto Networks Inside Business Development Manager versed on the Palo Alto Networks value proposition acting and representing as an agent for the partner.

Westcon may coordinate and initiate the call-out campaign of a Westcon-provided end user list as outlined above with the understanding that Westcon will incur a cost for this service and only after the partner-provided list is exhausted.

Program Deliverables:

E – Engage

- Training: How to do business with Palo Alto Networks
- Sales Pitch Webinar
- Portal requirements and Logins

D – Develop

- Training Plan with contacts identified to achieve required sales and technical accreditations
- Develop business plan
- Develop marketing plan to support business goals

G – Grow

- Introductions and Account Mapping with Palo Alto Networks Sales Team
- Execute Marketing Demand Generation Campaign
- 2 Day Pre-Sales Technical Workshop
- What is an Ultimate Test Drive Training?
- Westcon Proof of Concept Program with Evaluation and Palo Alto Networks AVR

E – Extend

- Hands-on Labs and Workshops
- Business Review and Progress Report for NextWave Requirements
- Training Plan for CNSE
- Partner Led Ultimate Test Drive

Summary:

At the end of the Program Term, it is the expectation that Partner should be armed for success in selling Palo Alto Networks Solutions. As a valued partner, your technical team should be armed to install and support the Palo Alto Networks product to your end users and will have a direct line of support to our PSSE during the Term. At the end of the Term, Partner should have its team running to sell Palo Alto Networks to their customers, a pipeline of new opportunities to approach in your target market and the market knowledge of the most active and visible sector of the IT industry.

General Legal Terms:

By executing this MOU, Partner agrees Westcon may reference Partner’s name and likeness as a case study for the EDGE Program or Palo Alto Networks on Westcon’s website and marketing materials for EDGE. Any and all amendments to the MOU must be made in writing and must be agreed to and executed by the parties before becoming effective. The Parties shall comply with any and all applicable laws, rules, regulations and codes, both domestic and foreign in connection with this MOU, including but not limited to U.S. government or another country’s laws, regulations, orders and restrictions controlling the export, or re-export, of U.S. origin technical data or other items, or derivatives of such items. This MOU will be governed by and construed in accordance with the laws of the State of New York, without regard to its choice of law principles. If any provision of this MOU shall be held by a court of competent jurisdiction to be illegal, invalid, or unenforceable, that provision shall be limited or eliminated to the minimum extent necessary, so that the remaining provisions remain in full force and effect. No failure or delay by Westcon in exercising any right, power or privilege hereunder will operate as a waiver thereof, nor will any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any

other right, power or privilege hereunder. This MOU may be executed in one or more counterparts, each of which shall be deemed an original and which together shall constitute one and the same instrument. Such execution and delivery shall be considered valid, binding and effective for all purposes. Once signed, any reproduction of this MOU or document associated with this MOU made by reliable means (for example, electronic image, photocopy or facsimile) will be considered an original. The parties may use and accept electronic signatures and this MOU may be executed using electronic signatures. This MOU contains the entire agreement between the parties with regard to the provisions hereof and supersedes any previous oral or written agreements regarding the provisions hereof and may not be amended or modified except in writing, signed by both parties. Notwithstanding the Program benefits described above, Westcon makes no guarantees as to increased sales opportunities or leads as a result of Partner’s participation in the Program.

This MOU shall be effective upon the signature below by both Westcon and Partner. Westcon and Partner indicate their respective intent to be bound by the terms of this MOU by evidencing their signatures below.

Reseller Partner	
Name:	
Title:	
Date:	
Signature:	
WestconGroup North America, Inc. Vendor	
Name:	
Title:	
Date:	
Signature:	