

## Mile2 Authorized Training Center Agreement

WHEREAS UAT DBA as Mile2 (hereinafter referred to as “Mile2”) is a corporation with its principal place of business at 10213 Wilsky Blvd. Tampa Fl. 33625 and the organization listed as the purchaser for the ATC Annual Subscription (hereinafter referred to as "Center" or “Partner”). WHEREAS Mile2 and the partner desire to contract and jointly provide instructional classes via standard Instructor-led training, live-remote or Self-study Computer Based Training in Vendor-Neutral Cyber Security and Information Systems Technology training courses (list of titles and subject are provided on [www.Mile2.com](http://www.Mile2.com)), hereinafter referred to as “Specified Class(es)”.

In Consideration of the Mutual obligations contained herein, it is hereby agreed as follows:

**01) Annual Fee.** Center agrees to provide Mile2 an annual membership fee found under Addendum “A”. This annual fee provides the Center full access to Mile2’s marketing collateral (sales videos, brochures, and logos). In addition to the annual ATC fee, the Center is required to maintain good standing with minimum sales purchases. Center expectations are provided in Addendum “B”. Student electronic course material is included with the annual mile2 partnership fee. Student course content includes Student Workbooks, prep guides, and CBT Videos. Partner is required to pay one license for each region they desire to sell into. That region must be provided in Addendum “C”.

**02) Mile2 Copyright & Intellectual Property.** Center agrees to only use official Mile2 copyrighted course materials. Center agrees to appropriately acknowledge all Mile2 copyright and trademark rights to said materials without any alteration. Center agrees to legally protect Mile2’s brand from any illegal copyright infringement in partner’s training region. Center agrees to use whatever means necessary to preserve the Mile2 name, logo, course material and all that encompasses as Mile2 Intellectual Property. Partner must seek approval from Mile2 before proceeding with any legal actions. Copyrighted course titles and exam names are located on [mile2.com](http://mile2.com). Mile2’s official ATC logo is located under Addendum “D”.

**03) Exam Voucher Purchase.** Center may be required to pre-purchase mile2 exam vouchers. Pre-purchased Exam vouchers codes are agnostic and can be utilized/redeemed for any mile2 exam title. Pricing is under Addendum “A”.

**04) Cyber Range Lab.** Center may purchase cyber range labs (mile2 course lab guides are included with the cyber range lab rentals. Pricing is under Addendum “A”.

**05) Turn-Key Solution.** The Center may purchase a Turn-key training solution. The Turn-key solution includes the following: Daily instructor fee and Exam voucher fees. Training material is included at no additional expense to active official mile2 training partners. Pricing is under Addendum “A”.

**06) Train the Trainer.** Center may purchase a Train the Trainer (a.k.a. TTT). The TTT can be experienced through mile2’s live remote training session or as a TTT self-study. The TTT includes the instructor slides, CBT videos, prep guides, cyber range lab access (when relevant). Exam Fees are separate. Pricing is under Addendum “A”.

**07) Live Public Enrollments.** The Center may choose to register their student(s) into a live mile2 remote training session. The partner discount is provided under Addendum “A”.

**08) Retail pricing.** Mile2 may regulate regional pricing for all mile2 products. Pricing is at the discretion of mile2. An example of a “suggested” product pricing can be found on mile2.com (There are regional pricing scales based on economics and country GDP).

**09) Marketing Fees.** Mile2 and Center shall independently market the Specified Classes. Mile2 and the center are responsible for their own marketing fees.

**10) Fees.** Pricing is provided under Addendum “A”.

**11) Contract Terms and Termination.** This agreement shall be renewed on an annual basis (1 year) unless terminated by either party. Upon a 30-day written notice, either party shall have the right to cancel this contract at any time, without penalty, for any reason.

**12) Dispute Resolution.** Any controversy or claim arising out of this Agreement or breach thereof will be conducted and settled through arbitration in Tampa, Florida USA. In accordance with the rules of the American Arbitration Association, and judgment upon the award rendered by the arbitrators may be entered in any court having jurisdiction thereof. Should arbitration be required, the Center would be required to pay all fees associated with such arbitration.

**13) Co-Branding.** With respect to all Specified Class collateral materials including online course outlines, Center expressly agrees to conspicuously include Mile2’s “Authorized Training Center” logo. Center shall also “cross-link” to Mile2’s website from Center’s web pages (such cross-linking achieves higher search engine rankings, mutually benefiting both Mile2 and Center. Mile2 agrees to mutually do the same for the Center by providing Center’s company information on mile2’s Training Partner Page. Mile2’s official ATC logo is located under Addendum “D”.

**14) Non-Compete.** Center shall not directly nor indirectly solicit employment to any Mile2 instructor, mile2 contractor, or Mile2 employee.

**15) Partner Exclusivity.** Center must work with mile2 exclusively, in respect to cyber security courses. Any exception must be listed under Addendum “E” (CompTIA courses are an exception).

**16) Lead Generation.** Parties agree that Mile2 is permitted to pursue any leads generated from the partnership for the purposes of selling non-training, professional services. These INFOSEC services include, but are not limited to, Penetration tests, Forensics, and Auditing consulting services.

**17) Impartiality** -Applicants, candidates, and certified persons. Applications are accepted internationally and are not restricted to any criteria. There is no requirement to or advantage to an applicant who has taken a Mile2 training course. Access to enrollment is unfettered with purchase. Mile2 Certifications are available to any person, regardless of geographic location, abilities, or disabilities by purchasing an exam [further details are located at mile2.com 4.3, under Statement of Impartiality].

**18) Confidential Information.** Center agrees to safeguard and not disclose any mile2 “Confidential Information”. Confidential Information under this Agreement means any non-public, confidential, proprietary, and/or secret information that is owned, held, used, or developed by mile2, including trade secrets; ideas, business concepts, discoveries or inventions; specifications, patterns, or techniques; formulas, computations, or software and computer programs; devices, processes, or operation methods; products or equipment, or new product developments, plans or improvements; technical information, insights, and know-how; customer information or lists; financial information or statements; sales or marketing information, plans, projections, or strategies; personnel information or new personnel acquisition plans; pricing policies; and business relationships and business acquisition plans. Confidential Information includes both tangible information and information in oral, visual, or conceptual form. Confidential Information shall not include information that is or becomes known to the public without violation of the terms of this agreement or is generally used by other persons or entities engaged in the same business. For information that, given its nature or the circumstances surrounding its disclosure, reasonably should or could be considered confidential, proprietary, or secret, any failure by mile2 to mark or otherwise designate it as "confidential" or “proprietary” or "secret" shall not deny its status as Confidential Information.

## **Addendum “A” – Pricing and Fees**

**01) Exam Fees, Cyber Range Fees, Train the Trainer Fees and Daily Instructor Rate** are standard based on your economic region. For your region’s specific pricing please contact a Mile2 representative.

## **Addendum “B” – Minimum Sales Requirements**

Mile2 Initial Payment and Minimum Sales Standards are the following:

**01) Pay the Annual ATC fee.**

**02) Annual Commitment:** Ten(10) “ATC Combo” exam purchases (For the initial subscription, the 10 exam purchases must be made within one(1) week of the subscription purchase.)

**03) One(1) Train the Trainer purchase** (Required for initial ATC Subscription. Not required for subsequent subscriptions.)