Effective Date: xx

**DDoS Cloud Protection Alliance Agreement**

This DDoS Cloud Protection Alliance Agreement ("Agreement") is made by and between Corero Network Security, Inc., a Delaware corporation with its head office located at 293 Boston Post Road West, Suite 310, Marlborough, MA 01752, United States (“Corero”) and [insert company name] a company incorporated in [xxx] ("Service Provider") with its registered office located at [insert address].

**Recitals**

Corero is an existing DDoS Protection partner of Service Provider (with the parties having entered into an existing Equipment and Service Purchase Agreement) and, in accordance with the terms of this Agreement, Corero shall make client referrals to Service Provider with a view to the Service Provider providing a DDoS Protection Service to such clients using the Corero Equipment, Software and SOC support.

1. **Definitions**

"Applicable Laws" means all applicable laws, statutes, regulations and codes from time to time in force, including without limitation those relating to anti-bribery, anti-corruption and anti-slavery (including but not limited to the Foreign Corrupt Practices Act).

"Control" means having the ability to control the business decisions of an entity such as, without limitation, owning or controlling the majority of the voting securities of the entity, and the expression "change of Control" shall be construed accordingly.

"Data Protection Legislation" means all applicable data protection and privacy legislation in force from time to time relating to the performance of the parties’ respective obligations under this Agreement, including the Graham Leach Bliley Act of 1999, the Health Insurance Portability and Accountability Act of 1996, each as amended and all other legislation and regulatory requirements in force from time to time which apply to a party relating to the use of personal data (including, without limitation, the privacy of electronic communications); and the guidance and codes of practice issued by the Federal Trade Commission or other relevant regulatory authority and applicable to a party.

"Documentation" means any documentation provided by Corero to Service Provider, whether in hard or electronic copy, relating to the Equipment or Software.

 "Effective Date" means the date set out at the top of this Agreement.

"End-User" means any Service Provider customer who purchases the Protection Service.

"Equipment" means the Hardware and Software, each defined below, and any and all components thereof, including without limitation, SmartWall Threat Defense Appliance(s), SmartWall Network Bypass Appliance(s), Corero Management Server(s), which will be deployed by the Service Provider.

“Equipment and Service Purchase Agreement” means the agreement between the parties dated [insert], pursuant to which Corero provides the Corero SmartWall Equipment, Software and Services to the Service Provider.

"Hardware" shall mean any computer hardware, firmware, appliance or device provided to Service Provider by or on behalf of Corero, generally in conjunction with the Software.

"Insolvency Event" means where a person ceases or threatens to cease to carry on business, is liable to be found unable to pay its debts within the meaning of the Federal Bankruptcy Code, has an administrator, receiver, administrative receiver or manager appointed over the whole or any part of its assets, enters into any composition with creditors generally, or has an order made or resolution passed for it to be wound up or undergoes any similar or equivalent process in any jurisdiction.

"Network Operations Center ("NOC")" means Service Provider’s technical support engineers and customer service and support personnel registered to use the Corero support portal.

"Personal Data" shall have the meaning given in the Data Protection Legislation.

"Program" or "Cloud Protection Alliance Program" means the DDoS Cloud Protection Alliance Program where Corero connects End-Users looking for DDoS protection as a service with their local Corero powered Service Provider that can deliver it.

"Proprietary Information" has the meaning given to it in section 7.

"Protection Service" means the always-on, real-time, automatic DDoS protection delivered by Service Provider to their End-Users, using Corero’s SmartWall solution.

"Security Operations Center ("SOC")" means Corero’s technical support engineers and customer service and support employees.

"SmartWall Service Portal" means the private label web portal which provides per-customer visibility and administration for the Protection Service to Service Provider NOC personnel.

"Software" means the object code of the software provided by or on behalf of Corero to Service Provider, including the software for the SmartWall Threat Defense Appliance(s), SmartWall Network Bypass Appliance(s), Corero Management Server and SmartWall Service Portal, including all updates and enhancements thereto, whether such software is imbedded in or used by any Equipment or in the provision of any Service.

"Term" will mean the Initial Term and all Renewal Terms defined in section 10.

1. **Status of this Agreement**
	1. In consideration of the sum of $1.00 (one US dollar) and the mutual prominses and obligations hereunder, receipt and sufficiency of which is hereby acknowledged, and pursuant to the Terms of this Agreement, Corero will refer prospective end user customers to Service Provider, for Service Provider to deliver Protection Services to such customer, using the capabilities that it has acquired from Corero
	2. The parties acknowledge and agree that, pursuant to the Equipment and Service Purchase Agreement, the Service Provider has acquired the necessary capabilities to supply the Protection Service to End-Users.
	3. The Service Provider will contract directly with the end user customer and Corero shall not be a party to that agreement. Service Provider will not owe a commission or referral fee to Corero in respect of any such end user referral.
2. **Service Provider Obligations**
	1. Service Quality - Service Provider shall deliver an always-on, real-time, automatic DDoS Protection Service, powered by Corero’s SmartWall solution.
	2. Capacity - For SmartWall deployed in a datapath or scrubbing configuration the Service Provider shall offer protection capacity of at least 20% of their transit bandwidth. If protected End-Users are not statically routed via the service, both out-of-band detection and protection must be delivered by SmartWall, not a third-party solution.
	3. The Service Provider shall purchase sufficient Equipment and related services from Corero to provide the required protection capacity to its all of its End-Users who purchase DDoS Protection Services from Service Provider.
	4. Branding - Service Provider shall market its service as “Powered by Corero” in appropriate locations on its website and DDoS Protection Service collateral using an appropriate font size, image and positioning, such that it is clear to End-Users the service is delivered in partnership with Corero.
	5. Marketing - Service Provider shall use commercially resonable efforts to market its service and its benefits over third-party cloud services.
	6. Provisioning & Support – Service Provider shall be responsible for all aspects of provisioning and life-cycle management of End-Users on its Protection Service. Service Provider shall deliver all technical support to End-Users for the Protection Service.
	7. Training – Service Provider sales/marketing employees shall participate in training provided by Corero regarding DDoS attacks, the DDoS threat landscape and the benefits of Corero SmartWall protection. Service Provider must also ensure relevant technical employees have attended Corero training on the use, operation, and maintenance of the SmartWall equipment to provide appropriate informed training of its End-Users. An overview of training is set forth at Exhibit A.
	8. Provision of information – Service Provider shall notify Corero immediately: (i) upon undergoing a change of Control; and (ii) in respect of any other event, circumstance, condition or change which materially and adversely affects, or could reasonably be expected to materially and adversely affect, the business and operations of the Service Provider.
	9. Compliance – In performing its obligations under this Agreement and delivering the Protection Service the Service Provider shall comply with the Applicable Laws.
	10. Exclusivity – Service Provider shall not, without the prior written consent of Corero, during the term of this Agreement, be involved directly or indirectly in the sale of products or services which compete with the Protection Service to End-Users referred to the Service Provider by Corero under this Agreement.

1. **Corero Obligations**
	1. Corero shall use commercially reasonable efforts to market the Program for all geographies where members operate.
	2. Corero shall actively promote the Program, such that End-User prospects looking to consume DDoS protection purely as a service, not otherwise serviceable by Corero itself, are uniquely indentified and passed as sales opportunity leads to the members which (in Corero's sole discretion) are the most appropriate.
	3. Corero will, from time to time, provide Service Provider with documentation related to support or marketing of its Protection Service.
	4. Corero shall make available DDoS threat training to Service Provider one (1) time per calendar half, or as otherwise agreed to between the parties.
	5. Corero shall provide and sell to the Service Provider the Equipment and related services encompassed under the Equipment and Service Purchase Agreement.
2. **Joint Collaboration**
	1. The parties will agree to produce white papers, case studies, marketing materials and/or joint press releases relating to the Agreement. No external joint communication may be made by one party without the prior written approval of the other party. Without prejudice to the foregoing, the Service Provider: (i) shall not produce any marketing material in respect of or referring to Corero's business, Equipment or otherwise without the prior written consent of Corero (such consent not to be unreasonably withheld or delayed); and (ii) shall observe all directions and instructions given to it by Corero in relation to the promotion and advertisement of the Protection Service to the extent that such promotions or advertisements refer to Corero, its products or otherwise use Corero’s trade marks.
	2. The Service Provider shall report to Corero in writing on a quarterly basis (in such format as Corero may determine from time to time) providing full details of End-User activity in the quarter in question, including without limitation: (i) the total number of End-Users utilising the Protection Service; (ii) the number of new End-Users secured during that time period; and (iii) the number of End-User security threats averted during that time period by virtue of utilising the Protection Service.
	3. The parties shall meet on a bi-annual basis (on a date agreed between the parties) in order to discuss the activities undertaken under this Agreement including but not limited to issues relating to delivery of the Protection Service by the Service Provider to End-Users.
3. **Confidential Information**
	1. "Confidential Information" means all non-public information disclosed by one party or its agents (the "Disclosing Party") to the other party or its agents (the "Receiving Party") that is disclosed under this Agreement in oral, written, graphic, machine recognizable, and/or sample form, being clearly designated, labeled or marked as confidential or its equivalent or (ii) obtained by examination, testing or analysis of any hardware, software or any component part thereof provided by Discloser to Recipient or (iii) given the nature of the information or the circumstances surrounding its disclosure, should reasonably be considered as confidential. Confidential Information includes, without limitation (i) non-public information relating to the Disclosing Party’s business plans, analyses, forecasts, predictions or projections, customer information, intellectual property, technology, technical information, business models, pricing and pricing strategies, marketing ideas, sales data, sales projections, financing plans, valuations, capitalization, budgets and other financial information, and (ii) third-party information that the Disclosing Party is obligated to keep confidential.
	2. Confidential Information that is disclosed solely orally must be identified as confidential at the time of disclosure and the Disclosing Party shall make reasonable efforts to summarise such Confidential Information in writing and submit such written summary to the Receiving Party within thirty (30) days after such disclosure; provided, however, that any failure to provide such written summary shall not constitute a waiver or alter the confidential nature of such Confidential Information or a party’s obligations under this Agreement.
	3. Confidential Information shall not include any information that: (i) is or becomes a part of the public domain through no act or omission or breach of this Agreement by Service Provider, (ii) was in the other party’s lawful possession prior to disclosure as shown by its written records, (iii) is lawfully disclosed to the Receiving Party by a third party without restriction on disclosure, or (iv) is independently developed by the Receiving Party without use of the Confidential Information.
	4. Neither party shall disclose any of the other party's Confidential Information to any person, or permit any person to use, examine or reproduce Confidential Information without the prior written consent of the other party. Each party shall exercise at least the same degree of care to protect the confidentiality of the other party’s Confidential Information which it exercises to protect the confidentiality of its own similar confidential information, but in no event less than reasonable care or less than those measures required by applicable law.
4. **Information Security**

Each party represents that it has adopted reasonable procedures to protect the Proprietary Information, including procedures precluding use of and access to such information except to such of the party's employees that require access because of their direct involvement in the operation and/or maintenance of the Equipment. Each party and its employees agree not to disclose such information to any third party, including End-Users.

1. **Limitations**
	1. IN NO CIRCUMSTANCES: (i) SHALL CORERO’S LIABILITY FOR ANY DAMAGES, LOSSES, CLAIMS, COSTS OR FINES SUFFERED OR INCURRED BY THE SERVICE PROVIDER UNDER THIS AGREEMENT, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE EXCEED IN AGGREGATE THE SUM OF £25,000; (ii) SHALL CORERO BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, SPECIAL OR INDIRECT DAMAGES (INCLUDING BUT NOT LIMITED TO LOST BUSINESS PROFITS AND LOSS, DAMAGE OR DESTRUCTION OF DATA), WHETHER THE CLAIM IS BASED ON CONTRACT, NEGLIGENCE OR OTHERWISE, EVEN IF ADVISED OF THE POSSIBILITY OF THE SAME. FOR THE AVOIDANCE OF DOUBT, THE LIABILITY OF THE PARTIES CONCERNING THE EQUIPMENT, PROGRAM, SOFTWARE AND PROTECTION SERVICE IS SUBJECT TO THE TERMS OF THE EQUIPMENT AND SERVICE PURCHASE AGREEMENT.
	2. The Service Provider acknowledges that it is solely responsible for contracting with and delivering services to its End-Users. Therefore, Service Provider shall defend, indemnify and hold Corero and its respective members, officers, directors, employees, contractors and agents (collectively “Corero Indemnitees”) harmless at its expense from any claim, suit, investigation or proceeding (each, a “Claim”) brought against Corero Indemnitees by any End User that is based on or related to the Protection Services. and Service Provider shall pay all costs and damages finally awarded against Corero Indemnitees by a court of competent jurisdiction as a result of any such claim; provided, however, that Corero (a) promptly notifies Service Provider in writing of such Claim; (b) promptly gives Service Provider the right to control and direct the investigation, preparation, defense, and settlement of such Claim, with counsel of Service Provider’s own choosing (provided that Corero Indemnitee shall have the right to reasonably participate, at Corero Indemnitee’s own expense, in the defense or settlement of any such Claim); and (c) give reasonable assistance and cooperation for the defense of same. Service Provider shall have a right of set off, against its indemnity obligations hereunder, to the extent that any Claim is caused by actions or failures to act by Corero that constitute breach of this Agreement or the Equipment and Service Purchase Agreement, but only pursuant to the terms of such Agreements and subject to the limitations of liability provided therein.
	3. Service Provider acknowledges that the information, data and other analysis ("Data") provided by Corero as part of the Program is Corero Confidential Information and is intended for use only with and as part of the Service under this Agreement and Corero licenses Service Provider to use Data only for such purpose. Such Data is not licensed or warranted for use for any other purpose or to be error free. If Service Provider nevertheless uses the Data for any other purposes, Service Provider will indemnify, defend and hold Corero, its affiliates and their respective directors, officers, employees, agents and representatives, harmless from and against any and all third party claims, suits, actions, proceedings, damages, costs, liabilities, losses, and expenses (including, but not limited to, reasonable attorneys’ fees) arising out of or relating to any such use, including but not limited to, reliance on any such Data for claims or actions against any third parties.
	4. Service Provider acknowledges, accepts and agrees that Corero’s obligations under this Agreement insofar as referring potential End-Users is concerned, are limited to passing their contact details to the Service Provider. Accordingly, Corero shall not offer any warranty, assurance or other statement to potential or actual End-Users concerning the quality or fitness for purpose of the services provided by Service Provider (and Service Provider shall not make any such warranty, assurance or other statement on Corero’s behalf).
	5. Service Provider acknowledges that Corero has entered into this Agreement in reliance upon the limitations of liability, the indemnities and the disclaimers of warranties and damages set forth above, and that the same form an essential basis of the bargain between Service Provider and Corero. Service Provider and Corero agree that the limitations and exclusions of liability, the indemnities and disclaimers specified in this Agreement will survive and apply even if found to have failed of their essential purpose.
	6. No action, regardless of form, arising out of, or in any way connected with the Program provided under this Agreement may be brought by either party more than one (1) year after the claim on which the action is based occurred, except that actions for non-payment of amounts owing to Corero hereunder may be brought at any time.
2. **Data protection**

When handling any Personal Data under this Agreement (which shall be limited to names and business contact details of a nominated individual at one of the paeties or at an End-User or potential End-User) each party shall comply with its respective obligations under the applicable Data Protection Legislation.

1. **Term and termination**
	1. The term of this Agreement shall begin on the Effective Date and unless terminated earlier in accordance with this Agreement, shall continue for the period of one (1) year ("Initial Term"). The Initial Term and all subsequent renewal terms shall automatically renew for additional one (1) year renewal term (each a "Renewal Term"), unless one party gives written notice to the other party at least sixty (60) days of its intent not to renew, prior to the anniversary of respective Initial Term or Renewal Term.
	2. Either party may terminate this Agreement immediately effective upon written notice to the other if the other party: (i) violates any covenant, agreement, representation or warranty contained herein in any material respect or defaults or fails to perform any of its obligations or agreements hereunder in any material respect, which violation, default or failure is not cured within thirty (30) days after notice thereof from the non-defaulting party stating its intention to terminate this Agreement by reason thereof; or (ii) undergoes an Insolvency Event. After the termination of this Agreement, Service Provider shall not receive further customer leads directly from Corero or benefit from any direct Corero marketing references.
	3. Corero may, acting entirely in its discretion, terminate this Agreement immediately effective upon written notice to the Service Provider if the Service Provider undergoes a change of Control.
	4. Termination of this Agreement shall be Service Provider’s sole and exclusive remedy for any breach of this Agreement by Corero.
	5. Effect of Termination. On termination of this Agreement, Service Provider is removed from the Cloud Protection Alliance Program and no longer receives direct customer leads from Corero. Service Provider shall cease any marketing references to the Corero Cloud Protection Alliance Program, although they may continue to more generally promote their DDoS Protection Services as powered by Corero if the Service Provider continues to use Corero’s Protection Service pursuant to the Equipment and Service Purchase Agreement.
	6. Sections 1 (Definitions), 6 (Confidential Information), 7 (Proprietary Information), 8 (Limitations), 10.e (Effect of Termination) and 11 (General Provisions) shall survive termination or expiration of this Agreement.
2. **General Provisions**
	1. Corero shall not be deemed in breach hereunder for any cessation, interruption or delay in the performance of its obligations due to causes beyond its reasonable control, including, without limitation, earthquake, flood, or other natural disaster, act of God, labor controversy, civil disturbance, terrorism, pandemic, war or the inability to obtain sufficient supplies, transportation, or other essential service required in the conduct of its business, or any change in or the adoption of any law, regulation, judgment or decree (each a "Force Majeure Event"); provided that: (i) Corero gives prompt written notice thereof to Service Provider; and (ii) Corero takes all reasonable steps to mitigate the effects on Service Provider of the Force Majeure Event.
	2. Failure by either party to enforce any term of this Agreement shall not be deemed a waiver of future enforcement of that or any term. The provisions of this Agreement are declared to be severable. If any provision of this Agreement is held to be unenforceable or invalid, the remaining provisions shall be given full effect, and the parties agree to negotiate, in good faith, a substitute valid provision that most nearly approximates the parties’ intent.
	3. Neither party may assign this Agreement without the prior written consent of the other party, which shall not be unreasonably withheld. Notwithstanding the foregoing, no such consent is required if Corero assigns this Agreement in connection with a merger, acquisition, or sale of all or substantially all of its assets to any third party who assumes the obligations of this Agreement.
	4. This Agreement, including all exhibits incorporated herein by reference constitutes the complete and exclusive agreement for the Program and supersedes and replaces all prior or contemporaneous representations, understandings or agreements, written or oral, regarding such subject matter, and prevails over any conflicting and/or additional terms or conditions contained on printed forms such as purchase orders, sales acknowledgments or quotations. Only a written instrument agreed to and signed by authorised representatives of Service Provider and Corero may modify this Agreement.
	5. It is acknowledged and agreed that Corero's relationship with Service Provider is at all times hereunder an independent contractor. Neither party shall have any authority to act on behalf of, or legally bind the other, and neither party shall hold itself out as having any such authority. This Agreement shall not be construed as creating a partnership or joint venture.
	6. All notices under this Agreement shall be in writing and shall be sent to the parties at their respective addresses listed on the first page of this Agreement. Notices will be deemed given when: (i) delivered personally; (ii) sent by confirmed fax or scan via confirmed email; (iii) five (5) days after having been sent by registered or certified mail, return receipt requested, postage prepaid; or (iv) one (1) day after deposit with a commercial overnight carrier, with written verification of receipt.
	7. During the Term and for twelve (12) months thereafter, neither party shall solicit, induce, recruit or encourage any person employed by the other or engaged by the other to assist with performance hereunder to terminate his or her employment or engagement with such party and shall not hire such individual as an employee or independent contractor. The foregoing restriction shall not apply to any employee who applies for a post with the other party which is advertised online or in any other manner provided that the employee in question has not been approached by the other party prior to that employee making such application.
	8. In any litigation, arbitration, or other proceeding by which one party either seeks to enforce its rights under this Agreement (whether in contract, tort, or both) or seeks a declaration of any rights or obligations under this Agreement, the prevailing party shall be awarded its reasonable attorney fees, and costs and expenses incurred.
	9. This Agreement shall be governed by and construed in accordance with the substantive laws of the Commonwealth of Massachusetts excluding choice-of-law provisions thereof that would mandate application of the laws of any other State. Each of the parties hereto hereby irrevocably consents to submit to the exclusive jurisdiction of the state or Federal courts located in Massachusetts in connection with all matters arising out of this Agreement.

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| **[insert Service Provider company name]** |
| Signature: |
| Date: |
| Name:  |
| Title:  |
|  |
| **Corero Network Security Inc.** |
| Signature: |
| Date: |
| Name:  |
|  |
| Title:  |

**Exhibit A**

**Training**

**Introduction**

**[DETAIL TO BE INSERTED]**