

## THALES CLOUD PROTECTION AND LICENSING INDIRECT ACCELERATE TECHNOLOGY PARTNER NETWORK AGREEMENT

**READ THIS PARTNER AGREEMENT AND THE TERMS CONTAINED HEREIN CAREFULLY. THIS AGREEMENT HAS THE SAME LEGAL EFFECT AS A SIGNED AND NEGOTIATED WRITTEN CONTRACT. BY CLICKING “I ACCEPT,” YOU ACKNOWLEDGE THAT YOU HAVE READ THIS ACCELERATE PARTNER NETWORK AGREEMENT, THAT YOU UNDERSTAND IT, THAT YOU HAVE THE AUTHORITY TO BIND YOUR ORGANIZATION AND THAT YOU AGREE TO BE BOUND BY ITS TERMS. IF YOU DO NOT ACCEPT THE TERMS OF THIS AGREEMENT, THEN DO NOT CLICK “I ACCEPT” IN THE THALES ACCELERATE PARTNER NETWORK APPLICATION.**

THIS INDIRECT ACCELERATE PARTNER AGREEMENT ("Agreement") is effective by and between Thales, as further defined below ("Thales"), and You and any of your Affiliates and subsidiaries, as identified by information included in the applicable Accelerate Partner Network (the "Program") Application - ("Partner") only if and as specified in an Authorization Email issued to Partner within 30 days of the click-through date of this Agreement and upon Partner's satisfaction of associated criteria as set forth in the Program Guide. This Agreement sets forth the terms by which Partner is authorized to represent itself as an Accelerate Technology Partner and by which Partner shall engage in interoperability and marketing activities.

### SECTION 1. AUTHORIZATION AND GRANT

1.1 Technology Partner Authorization and Grant. With respect to Partner's authorization as a Technology Partner in accordance with the terms of this Agreement:

1.1.1 Thales grants to Partner, for thirty (30) days (the "Evaluation Period"), a temporary, non-exclusive license to use the Product(s) listed in in the Authorization Email, and related documentation provided by Thales ("Test Product"), for interoperability testing and evaluation purposes only. Notwithstanding anything to the contrary, this license does not include any rights to copy, alter, modify, reverse engineer, decompile, disassemble, make derivative works, rent, lease, disclose, sublicense, or otherwise transfer the Test Product, related documentation, or other proprietary information of Thales. Thales shall provide no support or maintenance services with respect to the Test Product. At the end of the Evaluation Period, Partner must either return all Test Product(s) which are hardware. At the end of the Evaluation Period, Partner may either return or destroy all Test Product(s) which are software, or continue to utilize said software under a development license as set forth below.

1.1.2 At the end of the Evaluation Period, Partner may obtain a development license to the Test Product(s) and Thales shall grant to the Partner a non-exclusive, non-transferable, limited license to use the Test Products for its internal use in making its own product(s) compatible with the Thales's product(s) and to demonstrate the joint solution in a demonstration environment to customers, prospects, and channel distributors, solely in furtherance of the Solution(s).

1.2 Interoperability validation

1.2.1 Partner agrees to successfully complete and submit to Thales, the product interoperability test results in order to validate compatibility between Partner's product(s) and the designated Thales Product(s). Thales shall, in its sole and reasonable discretion, determine the success or failure of the interoperability testing based on the criteria set forth in the Solution Development Plan. Interoperability validation shall be confirmed by Thales in writing and shall only apply to the particular programs and/or products that were tested in accordance with the Solution Development Plan.

1.2.2 If, subsequent to achieving interoperability validation with respect to a product, Partner issues a new release of that product which incorporates new features and/or functionality prompting Partner to assign a new name or new release number (as commonly signified by a change in the numeral to the left of the decimal point in the product version number, or other similar designation)

to the product(s), and in such event Partner shall complete product interoperability testing with the new product version(s) in order to validate compatibility between such version(s) and the latest release designated Thales Product(s).

1.2.3 Partner agrees to document the Solution and the testing process undertaken in an Implementation Guide within thirty (30) days of the successful completion of the interoperability testing. "Implementation Guide" shall mean a technical document drafted by Partner and reviewed by both parties to be provided to customers and potential customers of both Thales and Partner. The Implementation Guide shall describe the Solution(s) and the steps outlining interoperability between the Thales Product(s) and the Partner product(s). Partner agrees not to make the Implementation Guide publicly available until after review and written approval by Thales. Thales, at its option, has the right to publish a Thales-branded version of the "Implementation Guide."

## **SECTION 2. PARTNER'S RESPONSIBILITIES**

2.1 Program Guide. Partner's participation as a Technology Partner in the Program is contingent upon Partner's compliance with the terms of this Agreement, including the terms of the Program Guide.

2.2 Marketing Efforts. Partner will use its best efforts to develop and implement the sales and marketing programs defined in the Program Guide. The Parties' primary marketing goal is the development of qualified sales opportunities through the promotion of the Solutions that are created or confirmed under this Agreement. Partner and Thales agree that each will make commercially reasonable efforts to undertake the following sales and marketing activities: (i) representation of the completed Solution(s) on both Parties' websites; (ii) upon approval by Thales of Partner-developed Solution, Thales at its sole option will (a) issue a joint press release with the Partner about the joint Solution; and (b) provide a supporting quote for Partner press release announcing the completion of the Solution; (iii) upon approval by Thales of Partner-developed Solution, Partner may make use of the Program Logo as set forth below; (iv) publish an Implementation Guide documenting the solution; (v) Thales, at its discretion, may use Partner's logo, name and product name(s) in its marketing materials; and (vi) collaborate on marketing efforts of the Parties' products and Solutions.

2.3 Restrictions. Without Thales's prior written consent, which may be via email, Partner will not (a) make any statements about the Products which are inconsistent with the Documentation; (b) make derivative works based upon the Products or other Thales intellectual property; (c) build a competitive product or service; (d) make or have made a product using or copying ideas, features, functions or graphics of the Products; (e) frame or mirror Products; (f) reverse engineer, decompile, disassemble, or otherwise attempt to derive the source code, techniques, processes, algorithms, know-how or other information from the binary code portions of the Product, or permit or induce any of the foregoing; or (g) use Thales's Products for Partner's own internal business operations or for testing a competitive product.

2.4 Additional Obligations.

- (i) Partner is required to perform any additional obligations as provided for in (a) the Program Guide and (b) the Service Specific Terms, as applicable to Partner's activity under this Agreement.
- (ii) Partner shall always act in accordance with the national and foreign laws and regulations applicable to the prevention of risks of corruption and influence peddling and in particular French law n° 2016-1691 of 9 December 2016 relating to transparency fight against corruption and modernization of the economy ("Sapin II Law"), to the extent applicable. Whether directly or through third parties, Partner shall not offer or promise any gift or advantage to a person, for himself or for others, with the purpose that this person abuses or because this person would have made illegitimate use of its real or supposed influence in order to obtain distinctions, jobs, contracts or any other favorable decision. Partner will not solicit or accept for itself any offer,

promise, gift or advantage of any kind, to make illegitimate use of its influence for the purpose of making or obtaining any favorable decision. Partner declares to have implemented a compliance program that meets the requirements of the Sapin II Law, insofar as the Party is subject to this requirement. Partner acknowledges that it has adopted a code of conduct substantially equivalent to the Thales Partners & Suppliers Integrity and Corporate Responsibility Charter (“Code of Conduct”) and undertakes to comply therewith. Partner undertakes to ensure that its subcontractors, suppliers and service providers adhere to the Code of Conduct or to a code of conduct substantially equivalent to such Code of Conduct.

- (iii) Partner shall comply with all applicable export controls and economic sanctions (the “Export Laws”), including, as applicable, the Export Administration Regulations maintained by the U.S. Department of Commerce (the “EAR”), trade and economic sanctions maintained by the Treasury Department’s Office of Foreign Assets Control (“OFAC”), export controls and restrictive measures maintained by the U.K. Government, the European Union (the “EU”) and by any EU state member as well as any embargo and trade control regulation. Partner shall not export or supply Products to individuals who or legal entities that are the subject of blocking or asset-freeze measures applicable in the United States of America, in any EU state member (whether resulting from EU regulations or from a governmental decision) or in United Kingdom. This shall apply, without limitation, to individuals who and legal entities that are on the OFAC List of Specially Designated Nationals and Blocked Persons, the national list of any EU state member or the EU Consolidated List. Partner agrees to maintain full, true, and accurate records of exports, re-exports, and transfers of Thales Products and Services purchased and distributed or resold for at least five (5) years following the date of any such export, re-export, or transfer and agrees to provide such export related records upon request. Partner agrees to implement appropriate procedures, controls and systems (including automated screening tools) in order to verify that its own distributors, resellers, customers (as well as their respective directors) are not subject to the above sanctions, blocking or asset-freeze measures. Partner agrees to flow-down the requirements resulting from this Article to its own distributors, resellers in order to prevent any risk of breach of Export Laws. Any violation of any provision of this Article shall be deemed a material breach of its contractual obligations, entitling Thales the right to suspend performance as long as the breach is not satisfactorily remedied or to terminate the Agreement immediately and without prejudice to any other remedy for which it may be entitled under contractual and/or legal provisions.

### **SECTION 3. THALES’S RESPONSIBILITIES.**

3.1 Marketing Support. Thales will provide Partner marketing literature and sales support as outlined in the Accelerate Partner Portal and the Program Guide, as well as information regarding Product developments, such as changes, additions or new releases.

3.2 Programmatic Changes. Thales may upon thirty (30) days’ notice modify or discontinue: (a) the Program; (b) the Products or other Product-related service offerings; or (c) the Program Guide. Changes shall become effective upon expiration of the 30-day notice period. If Partner objects to any terms or conditions in the Program Guide or this Agreement, Partner’s sole remedy shall be to resign from the Program and/or terminate this Agreement.

### **SECTION 4. Trademarks and Logos**

4.1 Thales shall design, establish and register in such jurisdictions as it deems appropriate one or more trademark logos for use in connection with the Program (the “**Program Logo**”). The Program Logo is a trademark of Thales. Thales shall make the Program Logo available to Partner in print ready art form. Thales shall have the right to modify the Program Logo or prepare an additional Program Logo from time

to time and shall update Partner with such modifications in a reasonable time to allow Partner to implement the modifications.

4.2 Subject to and expressly conditioned upon Partner's qualification to use the Program Logo and upon compliance with the terms and conditions of this Agreement, Thales grants Partner a worldwide, nonexclusive, nontransferable, non-sub licensable, royalty-free, revocable license to use the Program Logo solely in connection with the Program and with the marketing and sale of the products of the Partner tested for compatibility by Thales and solely in the manner described in the Thales Partner Logo Usage Guide. Partner's right to receive and use the Program Logo is contingent upon Thales's determination that Partner's Solution has been approved in accordance with the Solution Development Plan. All rights in the Program Logo acquired through Partner's display belong solely to Thales and will inure to the benefit of Thales.

4.3 Thales reserves the right to review Partner's use of the Program Logo at any time and Partner agrees to make modifications to its use of the Program Logo as Thales may request. Thales reserves the right to review and approve prior to publication the form and content of advertising or promotional materials containing the Program Logo.

4.4 Partner grants Thales a worldwide, nonexclusive, nontransferable, non-sublicenseable, royalty-free, personal license to use, copy, and display the logo of Partner ("**Partner Logo**") on Thales's website or in Thales materials (e.g., in any printed material, mailing, or other document) to identify the Solution(s) or Partner's participation in the Program. Partner shall make the Partner Logo available to Thales in print and web ready art formats as provided by Thales. All rights in Partner's logo acquired through Thales's display belong solely to Partner and will inure to the benefit of Partner.

4.5 All use of any logos is subject to the respective logo owner's usage guidelines.

4.6 Partner acknowledges and agrees that Thales retains all right, title and interest in and to the Program Logo, and Thales acknowledges and agrees that Partner retains all right, title and interest in and to the Partner Logo. Nothing herein is intended to grant any right in the Program Logo or the Partner Logo other than the right to use the same in accordance with the requirements set forth in this Agreement. The license to use the Program Logo and the Partner Logo will terminate no later than termination or expiration of the Agreement. Notwithstanding any other termination provision, however, Thales reserves the right to take action against any use that does not conform to these requirements; that infringes on Thales's intellectual property or other right; or that violates other applicable law. In any and all such cases, Thales reserves the right to terminate Partner's license to use one or more of the Program Logos upon sixty (60) days written notice to Partner. Notwithstanding any other termination provision, however, Partner reserves the right to take action against any use that does not conform to its use requirements; that infringes on Partner's intellectual property or other right; or that violates other applicable law. In any and all such cases, Partner reserves the right to terminate Thales's license to use the Partner Logo upon sixty (60) days written notice to Thales.

4.7 The parties agree that upon expiration of the Agreement each Partner product which is deemed to be inoperable with Thales Product(s) will continue to be presented as such by both Parties in marketing materials and/or web-sites, and that Partner and Thales shall have rights to display the Thales Technology Partner Logo and Partner Logo for so long as the Partner Product is maintained as a supported configuration by the Partner. Notwithstanding the foregoing, upon termination of the Agreement Thales reserves the right to revoke any and all rights of Partner's use of the Thales Technology Partner Logo and the Program Logo.

4.8 Under no circumstances will anything in this Agreement be construed as granting, by implication, estoppel or otherwise, a license to any technology or proprietary right belonging to the other party other than as expressly set forth under this Agreement. Partner expressly acknowledges and agrees that Thales,

by permitting Partner to participate in the Program and to use the Program Logo in the manner specified hereunder, is not in any manner certifying the use, operation or functionality of Partner's products, but rather is stating that the version is interoperable with the Thales products it was tested against. The Program is not intended to be a certification program, but rather an opportunity for Partner to create products and technologies that will be interoperable with Thales products and for Thales to confirm such compatibility as further specified in the Solution Development Plan. Therefore, the use of the Program Logo in connection with qualified products may be subject to disclaimer and/or indemnification requirements as expressly specified in the Thales Branding Guidelines.

## **SECTION 5. Customer Support**

5.1 Both parties will use commercially reasonable efforts to troubleshoot its own end-user customer problem to first determine if the source of the problem is related to Partner's products or Thales Product(s). If Thales's customer support organization reasonably determines that the source of a problem is due to a Partner product, then Thales's customer support organization will contact Partner's customer support organization for resolution. If Partner's customer support organization reasonably determines that the source of the problem is related to a Thales Product(s), Partner will contact Thales's customer support organization for resolution. Each party, in its sole discretion, may require such end-user customer to have an active technical support agreement in place for the affected party's product(s). Each company shall use its own then-current published customer support response times in fulfillment of its respective obligations herein.

## **SECTION 6. REPRESENTATIONS AND WARRANTIES.**

6.1 LIMITED PRODUCT WARRANTY. THE PRODUCT WARRANTY THAT THALES PROVIDES TO END CUSTOMERS IS DESCRIBED IN THE APPLICABLE TERMS AND CONDITIONS OF SALE, TERMS OF SERVICE OR DOCUMENTATION, AS APPLICABLE. SUCH WARRANTIES CONSTITUTE THE ONLY WARRANTIES MADE BY THALES AND ARE IN LIEU OF ALL OTHER WARRANTIES AND CONDITIONS, WHETHER STATUTORY, EXPRESS, OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY WARRANTY OF NON- INFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULARPURPOSE.

6.2 Partner Representations and Warranties. Partner represents and warrants that: (a) the individual representative entering into this Agreement is duly authorized to bind Partner to these terms and conditions; (b) Partner is authorized to conduct business in the Territory; (c) Partner has the requisite skills, expertise and resources to perform its functions and obligations as an authorized Partner and as applicable to Partner's activity under this Agreement (d) neither it nor any of its employees or officers is an official, employee, or active member of the armed services of any Territory government or an official or employee of any Territory government; (e) no government official of any Territory, and no official of any Territory government agency or instrumentality, is or will become associated with, or will own or currently owns an interest (direct or indirect), in Partner or has or will have any legal or beneficial interest in this Agreement or any payments made by Thales hereunder; (f) it will promptly report to Thales any changes to the information supplied on its Accelerate Application; (g) it will accurately characterize its relationship with Thales consistent with the terms of this Agreement; (h) it will comply with all applicable laws with respect to its obligations and Partner activity under this Agreement including those set forth in Section 8; (i) it will conduct its perform its obligations under and conduct its business with respect to this Agreement consistent with the terms of the Code of Ethics and other Mandatory Policies; and (j) it will only distribute Products pursuant to terms consistent with and at least as protective of the Products and Thales, its Affiliates, successors and assigns as the Terms and Conditions of Sale and any applicable Terms of Service.

## **SECTION 7. TERM AND TERMINATION.**

7.1 Term. This Agreement shall become effective only upon delivery by Thales of an Authorization Email for the term specified therein. Unless otherwise expressly stated in an Authorization Email, this Agreement will remain in effect until terminated in accordance with this Section 7. For the avoidance of doubt and notwithstanding anything to the contrary in this Agreement, the scope of Partner's participation as an Accelerate Partner for the then current term will be as set forth in the most recently issued Authorization Email.

7.2 Termination. Either party may terminate this Agreement, for any or no reason, upon thirty (30) days written notice to the other party. Thales may terminate this Agreement immediately upon notice if Partner: (a) materially breaches this Agreement; (b) is declared insolvent or bankrupt; (c) violates the Code of Ethics; or (d) assigns or transfers its rights hereunder without Thales's consent.

7.3 Effect of Termination. Upon termination, Partner will promptly: (a) transition to Thales all Product sale opportunities that are "in process", in the "pipeline" or pending sales; and (b) cease use of Thales Intellectual Property Rights, including Thales Trademarks and return or securely destroy its Confidential Information.

7.4 Survival. This Section 7.4 and Sections 6.2, 8, 9.1, and 10-13 will survive any termination of this Agreement.

## **SECTION 8. LEGAL AND REGULATORY COMPLIANCE.**

8.1 Export. The Products are subject to the export control laws of the United States and other countries and Partner agrees not to (re)export or resell Products in violation thereof. Partner is responsible for communicating export restrictions to End Customers. Partner represents and warrants that Products shall not be used for any nuclear, chemical/biological warfare, missile end-use or training related thereto. Partner shall not export, sell and/or divert any Products to any Denied Party.

8.2 US Government Rights In Commercial Software and Documentation. If licenses and related commercial software are being acquired by or on behalf of the U.S. Government or by a U.S. Government prime contractor or subcontractor (at any tier), then the Government's rights in the license, related Software and accompanying Documentation are only as set out in this Agreement and the applicable EULA; this is in accordance with 48 CFR 227.7201 through 227.7202-4 (for Department of Defense (DoD) acquisitions) and with 48 CFR 2.101 and 12.212 (for non-DoD acquisitions).

8.3 Data Privacy and Protection. Certain Products require the use of Personal Data to operate as designed. The laws governing the receipt, retention, use or disclosure of such Personal Data ("Data Privacy Laws") vary by country and jurisdiction. Partner represents and warrants that it shall comply with all applicable data privacy and data protection laws, however so named, based on the country and/or locality in which it operates and does business including (without limitation) notifying End Customers of its intended use of Personal Data. In addition, Partner shall: (a) regularly review the Program Guide for information concerning Thales's or its Authorized Supplier's receipt, retention, use, or disclosure of Personal Data; (b) obtain any required approvals necessary for Thales or its Authorized Supplier's receipt, retention, use, or disclosure of Personal Data; (c) notify Thales of any limitation in its notice of privacy practices in accordance with applicable data privacy laws, to the extent that such limitation may affect Thales's use or disclosure of personal data; (d) notify Thales of any changes in, or revocation of, permission by an Individual to use or disclose personal data, to the extent that such changes may affect Thales's usage of personal data; (e) notify Thales of any restriction to the use or disclosure of personal data that Customer has agreed to in accordance with data privacy laws, to the extent that such restriction may affect Thales's usage of personal data; and (f) obtain any consent, authorization or permission that may be required by the Data Privacy Laws prior to furnishing to Thales the personal data. Partner shall not request that Thales use personal data in any manner that would not be permissible under the

applicable data privacy laws. Partner shall encrypt all personal data sent to Thales or its Authorized Supplier over a public network.

8.4 Anti-Bribery Compliance. Partner shall: (a) comply with all applicable laws, statutes and regulations relating to anti-bribery and anti-corruption including but not limited to the UK Bribery Act 2010, OECD Convention Against Bribery of Foreign Public Officials in International Business Transactions and the US Foreign Corrupt Practices Act of 1977 (“Requirements”); (b) not engage in any activity, practice or conduct which would constitute an offense under the Requirements if such had been carried out in the US or the UK; (c) have, maintain and enforce its own policies and procedures to ensure compliance with the Requirements; and (d) report to Thales any request or demand for undue financial influence or advance received by Partner in connection with performance of this Agreement.

## **SECTION 9. INTELLECTUAL PROPERTY RIGHTS; TRADEMARKS; PUBLICITY.**

9.1 Reservation of Rights. Thales retains all right, title, and interest in and to the Products, including, but not limited to, all Intellectual Property Rights, including all rights to any Improvements or derivative works based upon the Products and to any valuable trade secrets embodied therein. Partner hereby disclaims any ownership interest in any Improvement. Aside from the limited right to market and solicit orders for Products, Partner will acquire no rights to any Intellectual Property Rights in the Products by reason of Partner’s use of the same. Partner will not apply for or obtain any Intellectual Property Rights in the Products or Thales Trademarks or take any action to compromise Thales’s ownership thereof. Neither party shall transfer or license the rights granted under this Section, or any portion thereof, to a competitor of the other party.

9.2 Discontinuation and/or Changes to Products. Thales may, in its sole discretion: (i) change, modify or discontinue any component of a Product upon notice to Partner, without liability to Partner; (ii) substitute any third party component of any Product or Service; and (iii) adopt any new features or functionality suggested by Partner, its Distributors or End Users without any liability to these parties. Use of Thales Trademarks. Partner’s use of Thales Trademarks must comply with Thales’s then- current branding guidelines as posted on the Accelerate Partner Portal and/or in the Program Guide, as applicable. Subject to Partner’s compliance with the terms of this Agreement and the branding guidelines, Thales grants Partner a limited, revocable, non-exclusive license to display and use the Thales Trademarks solely in connection with its distribution of Products. Thales reserves the right to deny or approve, in its sole discretion, any use by Partner of its logo or Product names in electronic media, printed materials or websites. Partner will not attempt to register any trademarks, name, URL, (or any element, derivation, adaptation, variation or name thereof) owned by Thales, or adopt any mark confusingly similar to any Thales Trademarks, or challenge the registration of the Thales Trademarks, anywhere in the world.

9.3 Publicity. Neither party shall release or publish any news release, advertising or other public announcement relating to this Agreement without the prior review and approval of the other party, which approval shall not be unreasonably withheld or delayed.

## **SECTION 10. CONFIDENTIALITY.**

10.1 Confidentiality. Each party shall protect Confidential Information as it does its own information of like importance, but with no less than reasonable care, and may only use such Information for the purpose of performing this Agreement. The receiving party will immediately report any real or threatened unauthorized disclosure of Confidential Information. If disclosure of Confidential Information is compelled by law, the receiving shall, if feasible, notify the disclosing party and at the disclosing party’s expense assist in contesting the disclosure. The disclosing party may seek injunctive relief against any violation of this Section 10. Both parties hereby acknowledges and agree that in the event of any breach

of this Section 10 by, the disclosing party may suffer an irreparable injury, for which no remedy at law will afford it adequate protection against, or appropriate compensation for, such injury. Therefore, the parties agree that the disclosing party shall be entitled to seek injunctive relief and/or specific performance of the receiving party's obligations under this Agreement, as well as such further relief as may be granted by a court of competent jurisdiction.

10.2 Exceptions. Confidential Information shall not be deemed to include information which: (a) is now, or hereafter becomes, through no act or failure to act on the part of receiving party, publicly known or available; (b) is known by receiving party at the time of receiving such information as evidenced by its then existing records; (c) is subsequently furnished to Receiving party by a third party having possession thereof as a matter of right, involving no violation of disclosing party's rights therein, and without restriction on disclosure or use; (d) is independently developed by receiving party without use of or reference to the information received from disclosing party; or (e) is the subject of a written permission to disclose, explicitly referencing this Agreement, signed by an authorized representative of disclosing party.

## **SECTION 11. INDEMNIFICATION AND LIMITATION OF LIABILITY.**

11.1 Indemnification – General. Partner will defend, indemnify and hold Thales, and its Affiliates, employees, officers, directors, and suppliers harmless against any and all claims, damages, liabilities and expenses based on or resulting from: (a) any breach of a representation or warranty under this Agreement, (b) Partner's distribution of the Products pursuant to no terms and/or conditions or terms and/or conditions less protective of Thales, the Products, and the Intellectual Property Rights than those set forth in the Terms and Conditions of Sale, Documentation or any applicable DPA, EULA, or Terms of Service (c) the acts or omissions of Partner or its authorized agent(s); (d) any modification by Partner or by End Customers of any DPA, EULA, SLA, or Terms of Service; (e) Partner's breach of any agreement between Partner and its End Customer(s); and/or (f) failure to procure the express authorization of End Customers for Thales to process and store Personal Data provided in connection with the distribution of Products.

11.2 Thales has the right to file a direct claim as an additional insured under Partner's insurance in connection with an indemnifiable claim, and Partner shall be responsible for any applicable retentions.

11.3 Limitation of Liability. EXCEPT WITH RESPECT TO SECTIONS 8 THROUGH 11 AND A PARTNER'S BREACH OF ITS REPRESENTATIONS AND WARRANTIES AS PROVIDED FOR HEREIN: (A) NEITHER PARTY NOR ITS AFFILIATES, EMPLOYEES, OFFICERS, DIRECTORS, OR SUPPLIERS SHALL BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR STATUTORY DAMAGES RELATED TO ANY CAUSE OF ACTION ARISING OUT OF THIS AGREEMENT, EVEN IF FORESEEABLE TO THE BREACHING PARTY AND (B) NEITHER PARTY'S LIABILITY SHALL EXCEED FIFTY THOUSAND US DOLLARS (\$50,000 USD).

## **SECTION 12. GENERAL PROVISIONS.**

12.1 Assignment. This Agreement will bind and inure to the benefit of each party's permitted successors and assigns, provided however that Partner may only assign this Agreement with Thales's prior written consent.

12.2 Force Majeure. Neither party is responsible for failure to perform non-financial obligations due to causes beyond its reasonable control.

12.3 Severability. If any provision hereof is deemed invalid or unenforceable, the remainder of this Agreement will remain in full force and effect.

12.4 No Waiver. A party's failure to insist on strict performance or to exercise a right to which it is entitled will not prevent future enforcement of that or any other provision.



12.5 Governing Law and Jurisdiction. This Agreement is governed by the following laws, with disputes to be resolved exclusively in the forums set forth below. Each party waives any objection based on venue or inconvenient forum and hereby consents to the personal jurisdiction of such courts.

Thales Contracting Entity	Governing Law	Forum for Disputes
THALES DIS CPL DEUTSCHLAND GMBH	Laws of Germany	Munich Tribunal
THALES DIS CPL UK LIMITED	Laws of England & Wales	Courts of London
THALES DIS TECHNOLOGIES BV	Laws of England & Wales	Courts of London
THALES DIS CPL AUSTRALIA PTY LTD	Laws of New South Wales	Courts in Sydney, Australia
THALES DIS JAPAN KK	Laws of Japan	Courts in Tokyo, Japan
SAFENET INDIA PRIVATE LIMITED	Laws of India	Courts in New Delhi, India
THALES DIS ISRAEL LIMITED	Laws of England & Wales	Courts in London
THALES DIS CPL USA, INC.	Laws of Texas (USA)	Courts of Travis County, TX
THALES DIS BRASIL CARTÕES E SOLUÇÕES TECNOLOGICAS LTDA	Laws of Brazil	Courts in São Paulo, Brazil
THALES DIS CPL CANADA, INC.	Laws of the Province of Ontario	Courts of the Province of Ontario
THALES DIS MEXICO SA DE CV	Laws of Mexico	Courts in Mexico City
THALES DIS CPL HONG KONG LIMITED	Laws of Hong Kong	Courts in Hong Kong

12.6 No Agency. Partner and Thales are independent contractors. This Agreement does not create an agency, employment, or franchise relationship, nor does it create a joint venture, or legal partnership. Neither party shall be responsible for the other’s acts or omissions. Neither party is authorized to represent or obligate the other party in any way without their express written consent.

12.7 Amendment. This Agreement and the documents referenced herein, make the complete agreement between Thales and Partner regarding Partner’s authorization to resell Products and replaces any prior communications between Partner and Thales. Except where otherwise expressly stated herein, amendments to this Agreement must be express, in writing and signed by the duly authorized representatives of the parties.

12.8 Notices. All notices, consents, and other communications hereunder must be given in writing and delivered to (a) For Partner, to the business manager identified in the Accelerate Application; and (b) For Thales, to Director Channel Program Management at [AcceleratePartnerNetwork@thalesgroup.com](mailto:AcceleratePartnerNetwork@thalesgroup.com); with copy to VP Legal, Thales Cloud Protection & Licensing, 9442 Capital of Texas Highway North, #100, Austin, TX, 78759. Notices shall be made: (a) by notification through the Accelerate Partner Portal, via email, personal delivery, or (b) by prepaid overnight or courier service. Notices are deemed given on confirmation of delivery. Notwithstanding anything to the contrary in this Section 12, Thales may provide notice regarding revisions to the Program Guide, the Code of Conduct, the product list or price list via email or the Accelerate Partner Portal.

**SECTION 13. DEFINITIONS.**

“Accelerate Application” means the online application Partner or its authorized Affiliate or subsidiary completes and submits to Thales. The Accelerate Application is hereby incorporated by reference into this Agreement.

“Accelerate Partner Portal” means the portal available at: <https://thales.webinfinity.com/>.

“Affiliates” means, with respect to a Party, any other party which directly or indirectly controls, or is controlled by, or is under common control with, the specified Party. For purposes of the preceding sentence, “control” of a Party shall mean the possession, directly or indirectly, of the power to direct

or cause the direction of the management or policies of such Party, or direct or indirect ownership (beneficially or of record) of, or 50% of the issued share capital of a company or the legal power to direct or cause the direction of the general management of the company.

“Authorization Email” means the most recent email issued by Thales to Partner confirming its acceptance as an Accelerate Partner and sent to the address listed in the Accelerate Application. The Authorization Email shall, for the duration expressly stated therein and in accordance with its terms, authorize Partner to: (a) to resell Products (if applicable) in the Territory; and (b) represent itself as a Accelerate Partner as specified therein. The Authorization Email may specify a Partner Level based on the criteria set forth in the Program Guide. The Authorization Email is hereby incorporated by reference into this Agreement, with binding effect.

“Authorized Supplier” means any third party entity retained by Thales to perform Support Services or Professional Services in connection with Products.

“Code of Conduct” means the Thales Partners and Suppliers Integrity and Corporate Responsibility Charter (including any updates and however so made) available at: <https://thales.webinfinity.com/>.

“Confidential Information” shall mean any and all non-public information, including, information which is identified as confidential or proprietary by either Party (or its Affiliate(s)) or by the nature of which is clearly confidential, and includes, without limitation: (i) any software, as either source code or object code, the technology embedded in any product, and the technology, ideas, know-how, processes, algorithms and trade secrets embodied therein; (ii) information about product plans, marketing strategies, finance, operations, customer relationships, customer profiles, sales/customer prospects, sales estimates or the financial performance of either Party and its Affiliates; (iv) the terms and conditions of this Agreement; and (iv) the Program Guide, the Accelerate Partner Portal and any username and password assigned to Partner or its representatives to access the Accelerate Partner Portal.

“Denied Party” means a company or an individual subject to denial orders or otherwise restricted or prohibited from engaging in transactions, as listed by various governments or organizations (United Nation, United States, European Union, EU member states, Singapore, Hong Kong, etc.). Such lists are made publicly available by the said organizations and governments.

“Distributor” means a company authorized by Thales to distribute Products and Support Services in the Territory through resellers to End Customers.

“Data Processing Addendum” or “DPA” means the data processing addendum as amended from time to time which is supplemental to a Terms of Service and is made available at <https://thales.webinfinity.com/> or any successor website.

“Documentation” means any Product specific documentation and other materials provided or otherwise made available by Thales to Partner relating to the operation, specification, structure or use of the applicable Products (or any part thereof), as amended by Thales from time to time and as available at <https://supportportal.gemalto.com/csm/>, <http://www2.gemalto.com/sas/implementation-guides.html> (or their successor websites as directed by Thales) or as provided with delivery of Products.

“End Customer” means an enterprise customer to which Partner markets or sells Products for internal use.

“End User” means any individual user within an End Customer enterprise.

“End User License Agreement” or “EULA” means any end user license agreement made available by  
Version 1 dated February 17, 2020

Thales (as amended by Thales from time to time) either: (i) provided with the software Product or the hardware Product at the time of delivery or included with the software media packaging with delivery of the; (ii) presented at the time of installation or use of the Software; or (iii) if no license terms accompany the software Product or the hardware Product or are not otherwise made available by Thales, the EULA provided for at <https://www.thalessecurity.com/about-us/legal> shall apply, and in either case that governs the use of software Products or embedded software in hardware Products by End Customers and their End Users.

“Improvements” means modifications, enhancements, translations, derivative works, updates, upgrades, new versions or new releases, or other improvements to the Products.

“Intellectual Property Rights” means all current and future worldwide patents, utility models, copyrights, mask work rights, trade secrets, trademarks, and all other intellectual property rights and the related documentation or other tangible expression thereof.

“Mandatory Policies” means Thales's mandatory policies which are available at <https://thales.webinfinity.com/>, as amended by Thales from time to time.

“Partner Level” means the designation applicable to partner’s participation as an Accelerate Partner depending on actual sales activities as further detailed in the Program Guide.

“Partner Type” means the category of Accelerate Partner designated in Partner’s Authorization Email.

“Personal Data” means data which relates to a living individual (whether in personal or family life, business or profession) who can be identified (a) from that data, or (b) from that data and other information which is in the possession of, or is likely to come into the possession of Partner.

“Products” means Thales hardware products, software products and/or the SaaS (Software as a Service) products, maintenance and support services, and/or Professional Services.

“Professional Services” means professional services such as installation and integration, among others, resulting in Deliverables that Thales makes available to End Customers and as set forth at <https://www.thalessecurity.com/about-us/legal>, as may be amended by Thales from time to time.

“Program Guide” or “Accelerate Program Guide” means the guide applicable to Partner’s activities as amended from time to time by Thales on thirty days’ notice and available at <https://thales.webinfinity.com/> (or its successor website as directed by Thales).

“Reseller” means any company authorized by Thales to purchase Product from a Distributor for resale to End Customers.

“Thales” means the Thales and/or the Thales Affiliate contracting entity designated below based on the country of Partner’s registered address as communicated by Partner in its Accelerate Application.

Partner Registered Address	Thales Contracting Entity
United States of America and the Caribbean	THALES DIS CPL USA, INC.
Canada	THALES DIS CPL CANADA, INC.
Brazil	THALES DIS BRASIL CARTÕES E SOLUÇÕES TECNOLOGICAS LTDA
Mexico & remaining LATAM countries	THALES DIS MEXICO SA DE CV
Hong Kong, China and the rest of Asia (except as noted below)	THALES DIS CPL HONG KONG LIMITED
Japan	THALES DIS JAPAN KK
India	SAFENET INDIA PRIVATE LIMITED
Australia & New Zealand	THALES DIS CPL AUSTRALIA PTY LTD
Austria, Germany, Switzerland	THALES DIS CPL DEUTSCHLAND GMBH
United Kingdom	THALES DIS CPL UK LIMITED
Rest of the EMEA countries	THALES DIS TECHNOLOGIES BV
Israel	THALES DIS ISRAEL LIMITED

“Thales Trademark(s)” means any trademark and/or logo owned by Thales or its Affiliate(s) designated for use by Partners on the Accelerate Partner Portal based on the Partner’s status as an Accelerate Partner and/or its Partner’s Partner Level.

“Service Specific Terms” means the additional terms and conditions applicable to certain Products, as provided for in the applicable Product or Service SLA and/or at <https://thales.webinfinity.com>, as amended by Thales from time to time.

"SLA" means Thales's response and resolution times in respect of Support Services, and any Distributor, Service Provider, or Reseller obligations in connection therewith available at <https://supportportal.thalesgroup.com/csm>, as amended by Thales from time to time.

“Solution” shall mean (a) the interoperation of Partner’s product(s) in conjunction with Thales Product(s), based on a mutually agreed Solution Development Plan; and/or (b) any developments by the parties in accordance with a Solution Development Plan.

“Solution Development Plan” (“Plan”) means a process method for the collaborative project between the Parties.

“Support Services” means technical support and maintenance, and training and assistance, made available by Thales to the Distributor or to Resellers (as applicable) and as set forth at <https://supportportal.thalesgroup.com/csm>, as may be amended by Thales from time to time.

“Technology Partner” means a Technology Partner as that term is more particularly defined in the Program Guide.

"Terms of Service" means the terms of service which are available at the Thales Portal at <https://thales.webinfinity.com/>, as may be amended by Thales from time to time or available with utilization of a software-as-a-service Product, as amended by Thales from time to time.

“Terms and Conditions of Sale” means the terms under which Thales provides Products directly to End Customers, as made available at the following link: <https://www.thalessecurity.com/about-us/legal>.

“Territory” means the territory designated in Partner’s Authorization Email.