Please read this Reseller Form and the CybSafe Reseller Program Terms ("Terms") carefully before proceeding. This agreement consists of this Reseller Form, the Terms and the other documents incorporated into this agreement as described in the Terms. By executing or indicating your acceptance of this Reseller Form you accept this agreement on behalf of the Reseller indicated in this Reseller Form as a legally binding contract with CybSafe Ltd. The Terms are as attached, as may be updated in accordance with those Terms.

Defined terms in this Reseller Form shall have the meaning given in the Terms and the rules of interpretation set out in the Terms apply to this Reseller Form unless otherwise agreed.

Any Special Terms shall vary and prevail over any conflicting terms in any other part of our Agreement, including any other part of this Reseller Form. This agreement supersedes any reseller agreement previously agreed between the Reseller and CybSafe Ltd.

1 Reseller details

Reseller:	
Billing contact email address	
Account contact email address	
Technical contact	
Name of authorized Distributor	*Infinigate Distribution*

2 Special Terms

N/A

Signed by	
for and on behalf of Reseller	Authorized signatory
Date of signature:	

Signed by Annick O'Brien	
for and on behalf of CybSafe Ltd	General Counsel, authorized signatory
Date of signature:	

CYBSAFE RESELLER PROGRAM TERMS

These CybSafe Reseller Program Terms (these "**Terms**") contain the terms and conditions that govern access to and participation in the CybSafe Reseller Program, and the purchase and resale of subscriptions to the Services (as defined in Section 1 below). Together with the Reseller Agreement Form and any Order, these Terms comprise this "**Agreement**", a legal agreement between Reseller and CybSafe (each as defined in Section 1 below). CybSafe may update these Terms from time to time - see Section 12.4 below for further details.

1. DEFINITIONS AND INTERPRETATION.

The following definitions and rules of interpretation shall apply in these Terms:

"**Affiliate**" means, in respect of a party to this Agreement, any legal entity directly or indirectly controlled, controlling or under common control with such party, where 'control' means the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of a legal entity, whether through the ability to exercise voting power, by contract or otherwise.

"**Authorized Distributor**" means any legal entity designated by CybSafe as being a distributor authorized to sell subscriptions the Services to Reseller for onward sale to Customers.

"**Authorized Users**" means those employees, agents and independent contractors of the Customer who are authorized by the Customer to use the Services, as further described in the EULA.

"**Customer**" means a person with whom Reseller enters into a Customer Contract.

"**Customer Contract**" means a contract for the supply of Services between Reseller and a Customer.

"**CybSafe**" means: (i) if Reseller's primary address as of the date of this Agreement is in the USA, Cybsafe, Inc., a Delaware corporation; and (ii) in all other case, CybSafe Ltd, a limited company registered in England and Wales under company number 09642350, whose registered office is at 5 New Street Square, London, England, EC4A 3TW.

"**Indirect Reseller**" is defined in Section 2.1.

"**End User Licence Agreement**" or "**EULA**" means the terms and conditions applicable as between CybSafe and the Customer, in the form as set out in the Partner Portal from time to time.

"**Subscription Term**" means a period of 12 months or such other period specified in the applicable Order.

"**List Price**" means the then-current recommended resale price for the Services, as set out in the Partner Portal as of the Order Date.

"**Order**" means a proposal or quotation document agreed in writing (including by email) between Indirect Reseller, between CybSafe and an Authorized Distributor with whom the Indirect Reseller places an order, in respect of Subscription Allocation for a Customer.

"**Order Date**" means the date on which an Order is agreed by both parties to it;

"**Partner Discount**" means the then-current percentage discount (from the List Price) applicable to Orders, as set out on the Partner Portal as of the Order Date.

"**Partner Portal**" means CybSafe's online partner portal, as may be updated from time to time by CybSafe.

"**Program Requirements**" means the conditions for continued participation in the CybSafe Reseller Program, as set out in the 'Reseller Partner Program Guide' section of the Partner Portal.

"**Reseller**" means the organization identified as the reseller on the Reseller Agreement Form.

"**Reseller Agreement Form**" means the online or other form generated by or on behalf of CybSafe, appending or referencing these Terms, by means of which Reseller agrees to be part of the CybSafe Reseller program.

"**Services**" means the subscription services provided by CybSafe including those provided via the CybSafe website at cybsafe.com. the subscription services provided by CybSafe, including access to content and any mobile applications provided by CybSafe for use in connection with such Services, in each case as more particularly described in the Order.

"**Subscription Allocation**" means the number or allocation of licenses and other features and functions specified in the Order as included in the Customer's subscription to the Services, as may be subsequently varied in accordance with this Agreement.

"**Subscription Fees**" means the fees payable by Reseller to CybSafe for the Subscription Allocation as set forth in the Order.

"**Territory**" means the authorized territories set out in the Reseller Agreement Form or otherwise agreed in writing between Reseller and CybSafe. If no territory is specified in the Reseller Agreement Form or has been otherwise agreed in writing between the parties, "Territory" shall refer to any territory worldwide in which Reseller or any of its Affiliates has experienced and qualified sales staff delegated by it to market and distribute the Services in accordance with this Agreement. Notwithstanding the foregoing, "Territory" excludes any territories: (a) designated as excluded or reserved territories in the Reseller Agreement Form or otherwise in writing between the parties; or (b) in or to which the US or UK governments prohibit or restrict sales by US or UK companies.

A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality). Any words following the terms including, include, in particular, for example or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms. References to Sections are to the sections of these Terms. References to 'writing' or 'written' include email. Titles and headings of sections of these Terms are for convenience only and shall not affect the construction of any provision of these Terms.

2. APPOINTMENT OF RESELLER.

2.1. Indirect Resellers. Subject to the terms of this Agreement, Reseller may purchase Subscription Allocation for resale to Customers under the EULA. Reseller is a "**Indirect Reseller**" when it enters into an order with an Authorized Distributor.

2.2. General Responsibilities. Reseller shall: (i) ensure that Customers are aware of and accept the terms and conditions of the End User Licence Agreement in all Customer Contracts (and Reseller acknowledges that the Customer will be unable to access the Services unless it confirms and agrees to the EULA); (ii) not amend or vary the terms of the EULA; (iii) comply with the Reseller Partner Program Requirements as set out from time to time in the Partner Portal; (iv) comply with all reasonable and lawful instructions of CybSafe in relation to Reseller's activities under these Terms; (v) refrain from actively approaching or soliciting customers in any territory (outside of the Territory) in which CybSafe has appointed an exclusive reseller and has notified the Reseller in writing of such appointment; (vi) not, without the prior written consent of CybSafe, during the term of this Agreement purchase the Services from any person other than CybSafe or (for Indirect Resellers) an Authorized Distributor, or sell the Services to any reseller, distributor, service provider, or other non-end user Customer, provided that this sub-section (vi) shall not apply to the extent that the term of this Agreement exceeds 5 years; and (vii) conduct its business in a manner that reflects favorably at all times on CybSafe and the good name, goodwill and reputation of CybSafe and not enter into any contract or engage in any deceptive, misleading, unethical, or other practices detrimental to the interests of CybSafe.

2.3. Agents and Sub-Resellers. Reseller shall not sell any Services through a sales agent or to a sub-reseller without the prior express written permission of CybSafe. Where CybSafe agrees to any such appointment, Reseller shall ensure that it enters into a written contract with such sales agent, sub-distributor or reseller on terms which provide at least the same level of protection to CybSafe as set out in this Agreement.

2.4. Communications with Customers. Reseller must disclose to each Customer that it is a reseller partner of CybSafe. Reseller shall not represent itself as an agent of CybSafe for any purpose, nor pledge CybSafe's credit or give any condition or warranty or make any representation on CybSafe's behalf or commit CybSafe to any contracts. Further, Reseller shall not without CybSafe's prior written consent make any representations, warranties, guarantees or other commitments with respect to the specifications, features or capabilities of the Services which are inconsistent with those contained in the promotional material supplied by CybSafe and the EULA or otherwise incur any liability on behalf of CybSafe howsoever arising.

2.5. Marketing Materials. Except as set out in any marketing materials made available to it by CybSafe in the Partner Portal: (i) Reseller shall not produce or distribute any marketing material for the Services or use CybSafe's name, logo or trade marks on any marketing material for the Services without the prior written consent of CybSafe; (ii) any such

marketing material shall comply with the brand guidelines available on the Partner Portal; (iii) Reseller shall not make any public or written statement as to the quality or attributes of the Services without the prior written approval of CybSafe.

2.6. Support. Reseller will provide Level 1 and Level 2 support in respect of the Services to the Customer specified in the relevant Order, and CybSafe shall provide Level 3 support to Reseller (or, as applicable, to the Customer). Reseller shall provide any such support services at no additional charge to the Customer with reasonable skill and care and in accordance with any end user support documentation made available to it by CybSafe. The definitions for each level of support are as follows:

a. Level 1: means (a) providing a self- help repository for customers (e.g., FAQs, discussion boards, support button on the CybSafe platform); (b) responding to inquiries related to usage, configuration, and basic software usage support, including but not limited to specific questions related to the Platform; and (c) determining the severity of the issue as defined in the Severity Table (in the SLA below). This includes capturing an incident using necessary templates and including such templates while escalating issues/incidents to Level 2 Support.

b. Level 2: means (a) providing temporary workarounds and resolution of incidents mainly on the functionality of the CybSafe platform; (b) collaborating with admin in providing advanced technical troubleshooting of related incidents; (c) performing triage on issues (e.g. whether an issue is specific to the CybSafe platform setup and configuration, related to a third party system, etc), and conducting investigations to determine root causes; and

c. Level 3: Provided by CybSafe to Reseller or (as applicable) Customers: Access to the highest technical resources available for problem resolution. Level 3 technicians attempt to duplicate problems and define root causes, using product designs, code, or specifications. Once a cause is identified, CybSafe decides whether to create a new fix, depending on the cause of the problem. New fixes are documented for use by Reseller's Level 1 and Level 2 support personnel.

Indirect Resellers transacting though Infinigate UK & Ireland Limited (Distribution partner) should raise Level 3 tickets to Infinigate via snsupport@infinigate.com.

All other Resellers (outside UK and Ireland) should email support@cybsafe.com

2.7. Reporting. Reseller shall: (i) submit reports in the format stipulated by CybSafe from time to time showing any information relating to the performance of its obligations under this Agreement CybSafe may reasonably require from time to time; and (ii) provide within 14 days any information reasonably requested by CybSafe about Reseller's processes and controls to support compliance with this Agreement.

2.8. CybSafe Support. CybSafe will make reasonable information and materials available via the Partner Portal to facilitate Reseller's activities under this Agreement, including marketing information for and details of the Services, and information about CybSafe. CybSafe will give Reseller access to use the Services a non-production environment (limited to 100 users, except to the extent agreed in advance in writing by CybSafe) solely for: (i) internal training, and (ii) demonstrating and marketing the Services to Customers. Reseller's use of the Services shall be subject to the EULA. To the extent that Reseller wishes to purchase additional licences for its own internal users, it may place an order for purchase for those licences under CybSafe's then-current customer terms of service. CybSafe shall apply a discount equivalent to the Partner Discount to any such order.

2.9. Publicity. CybSafe may publicly identify Reseller as a user and Reseller partner of CybSafe, and add Reseller's name and logo to CybSafe's list of Resellers, on the Partner Portal and on its promotional materials (including on its website). Reseller may publicly identify itself as an authorized Reseller of CybSafe, and add CybSafe's name and logo to its promotional materials, subject to the prior written consent of CybSafe. Each party shall not imply any untrue sponsorship, endorsement, or affiliation between the parties. Upon termination of this Agreement, each party will remove any public references to the other from its promotional materials.

2.10. No Exclusivity. This Agreement is non-exclusive and nothing in this Agreement shall restrict CybSafe from directly or indirectly contacting, engaging or transacting with, or providing services to any Customer or prospective Customer at any time (or working with any other channel partner or reseller to do any of the foregoing), regardless of whether Reseller has followed any deal registration process set out in the Partner Portal.

3. INDIRECT RESELLERS.

3.1. Orders. Reseller shall purchase and place orders for the Services with an Authorized Distributor, and pay the Authorized Distributor in respect of such order. All pricing and payment terms shall be determined between Reseller and the Authorized Distributor. CybSafe shall have no liability for Reseller's orders (including any obligations or terms in them) placed with any Authorized Distributor. CybSafe's obligation to provide Services shall be in accordance with CybSafe's agreement with the Authorized Distributor and the Order accepted by CybSafe under that agreement. CybSafe may suspend fulfilment or performance of its obligations under these Terms and the EULA in respect of any Customer of the Indirect Reseller at any time if: (i) Reseller fails to pay the Authorized Distributor for the Services within any agreed payment terms; or (ii) the Authorized Distributor fails to pay CybSafe for Services in respect of that Customer. Subscription Allocation will be as stated in the Order placed with CybSafe by the Authorized Distributor in respect of the Customer's subscription to the Services, and the Authorized Distributor (not CybSafe) is responsible for ensuring that such Order corresponds with any order placed by the Indirect Reseller with the Authorized Distributor in respect of the Customer's subscription to the Services. Any request for upgrades, downgrades or adding Subscription Allocation shall be agreed between Reseller and the Authorized Distributor, and a corresponding Order between the Authorized Distributor and CybSafe. Reseller acknowledges that CybSafe cannot guarantee the level of discount offered by an Authorized Distributor, and CybSafe shall not be obliged to ensure that the Partner Discount is applied to any order for the Services between an Indirect Reseller and an Authorized Distributor.

3.2. Renewals. Orders with Authorized Distributors will not renew unless agreed in writing by the parties to such Order.

3.3. Customer Pricing. Reseller is responsible for all credit risk regarding, and for collecting payments from, Customers. Reseller's inability to collect amounts from Customers does not affect Reseller's payment obligations to CybSafe under this Agreement. CybSafe shall have no obligation to cease providing the Services to the Customer if Customer fails to pay Reseller. Reseller shall be responsible for the collection, remittance and payment of any or all taxes, charges, levies, assessments and other fees of any kind imposed by governmental or other authority in respect of the sale of the Services to Customers.

3.4. Required Refunds. In the event CybSafe is obligated to refund fees under the terms of the EULA, CybSafe shall refund the applicable amount to the Authorized Distributor and Reseller shall promptly refund to Customer the corresponding applicable proportionate amount based on the fees Customer paid to Reseller. In such event, the Customer's right to use the refunded Services shall terminate.

3.5. Communications. CybSafe shall be entitled to disclose Reseller's Confidential Information to the Authorized Distributor for the purposes of administering and enforcing the Order between Authorized Distributor and CybSafe in relation to the Customer's subscription and the Order or any agreement between the Customer and Reseller, and/or between Reseller and the Authorized Distributor.

4. LEGAL COMPLIANCE.

4.1. General Compliance. Each party shall at its own expense comply with all laws and regulations that apply at any time to its activities under this Agreement. Reseller shall be responsible for obtaining any licenses or permits necessary for the delivery of the Services to the Customers and Reseller shall be responsible for any and all customs duties, clearance charges, taxes, brokers' fees and other amounts payable in connection with the use of the Services. Reseller warrants to CybSafe that it has informed CybSafe of all legislation or statutory provisions affecting the sale of the Services which are in force in the Territory at the date of this Agreement.

4.2. Anti-Bribery. Reseller shall: (i) comply with all applicable laws, statutes, regulations and codes relating to anti-bribery and anti-corruption including but not limited to the US Foreign Corrupt Practices Act and the UK Bribery Act 2010 (the "**Relevant Requirements**"); (ii) not engage in any activity, practice or conduct which would violate the Relevant Requirements if such activity, practice or conduct had been carried out in the US or the UK; (iii) comply with CybSafe anti-bribery policy annexed to this Agreement in Schedule 1 as CybSafe may update from time to time (Relevant Policies); (iv) have and shall maintain in place throughout the term of this Agreement its own policies and procedures, including adequate procedures under Relevant Requirements, to ensure compliance with the Relevant Requirements, the Relevant Policies, and will enforce them where appropriate; (v) promptly report to CybSafe any request or demand for any undue financial or other advantage of any kind received by Reseller in connection with the performance of this Agreement; (vi) immediately notify CybSafe in writing if a foreign public official becomes an officer or employee of Reseller or acquires a direct or indirect interest in Reseller, and Reseller warrants that it has no foreign public officials as direct or indirect owners, officers or employees at the date of this Agreement; and (vii) within one month of the date of this Agreement, and annually thereafter, certify to CybSafe in writing signed by an officer of Reseller, compliance with this Section 6 by Reseller and all

persons associated with it. Reseller shall provide such supporting evidence of compliance as CybSafe may reasonably request. For the purpose of Section 6, the meaning of adequate procedures and foreign public official and whether a person is associated with another person shall be determined in accordance with the Relevant Requirements.

4.3. Associated Persons. Reseller shall ensure that any person associated with Reseller who is performing services in connection with this Agreement does so only on the basis of a written contract which imposes on and secures from such person terms equivalent to those imposed on Reseller in this Section 6 ("**Compliance Terms**"). Reseller shall be responsible for the observance and performance by such persons of the Compliance Terms, and shall be directly liable to CybSafe for any breach by such persons of any of the Compliance Terms. For the purpose of this Section 6, a person associated with Reseller includes but is not limited to any agent, delegate, or subcontractor.

4.4. Data Processing. This paragraph applies to the extent one or both parties processes personal information or personal data ("**Personal Data**") in connection with this Agreement. The parties agree that each party is an independent "business" or "data processor" (or analogous terms in any applicable privacy laws) to the extent it processes any Personal Data under this Agreement. Neither party sells any Personal Information to the other under this Agreement. Each party will: (a) comply with all applicable privacy laws with respect to its activities in connection with this Agreement; and (b) provide all reasonable cooperation requested by the other party to facilitate such other party's compliance with applicable privacy laws in connection with this Agreement (including as relates to responding to data access, deletion, or similar requests from data subjects). Reseller will provide notice to Customers that Customer's Personal Data will be processed by CybSafe in accordance with these Terms and CybSafe's Privacy Notice at cybsafe.com/website-privacy-notice or any substitute or replacement for it notified to the Reseller.;

5. PROPRIETARY RIGHTS.

5.1. Ownership. This Agreement provides for the purchase of Subscription Allocation by Reseller, for resale to Customers, from an Authorized Distributor (in the case of Indirect Resellers). It does not sell or transfer any ownership in the Services to Reseller or its Customers. Use of the terms "sell", "license", "purchase", and "price" will be interpreted in accordance with this Section. Except for the limited license(s) expressly granted to Reseller under these Terms, all right, title and interest (including intellectual property rights) in and to the Services, including the concepts and technology inherent in the Services, shall at all times remain the sole and exclusive property of CybSafe. No other licenses or rights, express or implied are granted by CybSafe, by implication, estoppel, or otherwise. Reseller shall not do or authorize any third party to do any act which would or might invalidate or be inconsistent with any intellectual property rights of CybSafe and shall not omit or authorize any third party to omit to do any act which, by its omission, would have that effect. CybSafe may modify, update, or discontinue any or all of the Services at any time in its sole discretion, provided it will notify Reseller in writing of any such discontinuation.

5.2. Feedback. To the extent Reseller provides any suggestions, feature requests, or other feedback to CybSafe regarding the Offerings ("**Feedback**"), Reseller grants CybSafe a non-exclusive, perpetual, irrevocable, worldwide, transferable, sublicensable license to reproduce, distribute, display, perform, create derivative works based on, and otherwise use or modify such Feedback.

6. CONFIDENTIALITY.

6.1. Confidential Information. "**Confidential Information**" means any non-public information provided by one party ("**Discloser**") to the other party ("**Recipient**") under this Agreement that is either conspicuously identified as confidential or proprietary or should be reasonably understood to be confidential based on the nature of the information or circumstances of the disclosure. CybSafe's Confidential Information includes any non-public information regarding the Services, any past, existing, or prospective Customers, and any information and materials in the Partner Portal. Confidential Information does not include information that: (a) is already known to Recipient without obligation of confidentiality prior to its disclosure by Discloser; (b) is in or enters the public domain through no wrongful act of the Recipient; (c) is or was lawfully received by Recipient from a third party without confidentiality obligations; or (d) can be established by written documentation to have been independently developed by Recipient without access to the Confidential Information.

6.2. Protection. Recipient will only use Confidential Information to perform its obligations or exercise its rights under this Agreement. Recipient will not disclose Confidential Information to any persons except those who have a need to know such Confidential Information for the purposes of this Agreement and who are bound by confidentiality obligations at least as protective as those set forth herein. Recipient will maintain Confidential Information in confidence using the same degree of care as it uses to protect its own proprietary information (but no less than reasonable care). These protections will continue to apply to any Confidential Information disclosed under this Agreement for the greater of five years or so

long as such Confidential Information is protected as a trade secret under applicable law. Notwithstanding the foregoing, Recipient may disclose Confidential Information to the extent required by applicable law, provided Recipient will, if legally permitted, give Discloser written notice sufficient to allow Discloser a reasonable opportunity to object to such disclosure.

6.3. Return or Destruction. Upon termination of this Agreement or at any time at Discloser's request, Recipient will promptly return or destroy all Confidential Information (including any copies thereof) in its possession or control, except that Recipient may retain: (i) any copies required to be retained under applicable law and (ii) copies in backup or archive media created in the ordinary course of business; provided in each case that the obligations of confidentiality under this Agreement will continue to apply to such retained copies.

6.4. Remedies. Each party agrees that the other party may have no adequate remedy at law for a breach or threatened breach of this Section 8 and that the non-breaching party will be entitled to seek injunctive or other equitable relief to prevent or remedy such a breach in addition to any legal remedies available to that party.

6.5 No restriction on CybSafe dealings with Customers and prospects. Without limitation on Section 2.10 (No Exclusivity), nothing in this section 8 shall restrict CybSafe from using any information disclosed to it by or on behalf of the Reseller in respect of any Customer or prospective Customer for the purposes of directly or indirectly contacting, engaging or transacting with, or providing services to any such Customer or prospective Customer at any time (or disclosing such information to any other channel partner or reseller). Without limitation, to ensure continuation of any Customer's access in the event of actual or potential termination or expiry of an Order or this Agreement, CybSafe shall have the right at any time to contact any Customer directly to discuss continued provision of the Services. This may be pursuant to an order placed by the Customer directly with CybSafe, or with another reseller. Reseller shall use commercially reasonable efforts to ensure a positive outcome and transfer of each such Customer, including, upon request, providing CybSafe reasonable assistance and information related to the Customer.

7. INDEMNITY.

7.1. Reseller will indemnify, defend, and hold CybSafe harmless against any damages, losses, liabilities, costs, and expenses (including without limitation reasonable attorneys' fees) incurred in connection with any third-party claim to the extent based on Reseller's breach of Sections 2 or 6 or its gross negligence or willful misconduct. CybSafe will: (i) give Reseller prompt written notice of the claim (but no delay will affect Reseller's obligations except to the extent materially prejudicial to it); (ii) give Reseller of the defense and settlement of the claim (provided Reseller may not consent to any judgment or settlement that purports to admit fault on behalf of, or impose any non-indemnified liability on, CybSafe without prior written consent); and (iii) provide reasonable cooperation at Reseller's expense. CybSafe may participate at its own expense in any indemnification action or related settlement negotiations using counsel of its choice.

8. DISCLAIMER AND LIMITATION OF LIABILITY.

8.1. Disclaimer. EXCEPT AS EXPRESSLY PROVIDED TO END USERS IN THE EULA, THE SERVICES ARE PROVIDED "AS IS" AND CYBSAFE EXPRESSLY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, OR STATUTORY, WITH RESPECT TO THE SERVICES, INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY, QUALITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT AND WARRANTIES ARISING FROM A COURSE OF DEALING, USAGE, OR TRADE PRACTICE.

8.2. Limitation of Liability. IN NO EVENT WILL CYBSAFE BE LIABLE FOR: (A) ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES (INCLUDING ANY LOSS OF PROFITS, BUSINESS, OR GOODWILL), HOWEVER CAUSED AND UNDER ANY THEORY OF LIABILITY, WHETHER OR NOT ADVISED OF THE POSSIBILITY OF SUCH DAMAGES; OR (B) ANY TOTAL AMOUNTS EXCEEDING THE GREATER OF (1) ALL AMOUNTS PAID OR PAYABLE UNDER THIS AGREEMENT IN THE 12 MONTHS PRECEDING THE DATE ON WHICH THE CLAIM AROSE.

8.3. Liability which cannot legally be limited. Nothing in this Agreement limits or excludes (i) any liability for death or personal injury caused by CybSafe's negligence; (ii) any liability for fraud or fraudulent misrepresentation; or (iii) any liability which cannot legally be limited or excluded.

9. TERM, TERMINATION, AND SUSPENSION.

9.1. Term. This Agreement shall commence on the date when the Reseller Agreement Form has been executed by Reseller and shall continue until it is terminated by either party in accordance with this Section 11.

9.2. Termination of the Agreement.

a. For Cause. Without affecting any other right or remedy available to it, either party may terminate this Agreement with immediate effect by giving written notice to the other party if the other party: (i) materially breaches any part of this Agreement (including any failure to pay amounts when due) and does not remedy such breach (if remediable) within 30 days from receipt of written notice thereof (10 days for non-payment); or (ii) makes a general assignment for the benefit of creditors, files an insolvency petition in bankruptcy, petitions for (or is subject to) appointment of any receiver, trustee or similar officer to liquidate or conserve its business or assets, or files (or has filed against it) any proceeding involving its insolvency, bankruptcy, reorganization, adjustment of debt, dissolution, liquidation or any other similar proceeding under the laws of any jurisdiction. CybSafe may terminate this Agreement on notice with immediate effect if Reseller is in breach of the EULA, or Sections 2 or 6 hereof.

b. For Convenience. Either party may terminate this Agreement for any reason giving the other party at least 60 days' prior written notice.

9.3. Effect of Termination. Termination of this Agreement shall not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination, including the right to claim damages in respect of any breach of the agreement which existed at or before the date of termination. Sections 1, 6-10, 11.3, and 12 will survive any termination or expiration of this Agreement, as will Reseller's obligation to pay any amounts accruing or due on or before the effective date of such termination or expiration. Subject to Sections 11.4 and 11.5, Customer access to the Services will survive termination or expiration of this Agreement for the then current Subscription Term or Renewal Period for each Customer, but at the end of such term the access to the Services shall automatically terminate and not renew. CybSafe shall be entitled to contact each Customer to offer to continue to provide the Services directly. Reseller will refer any Customer wishing to continue the Services directly to CybSafe, and CybSafe may offer such Customers the opportunity to purchase access to the Services at CybSafe's then-current pricing and terms. Reseller agrees to reasonably cooperate with CybSafe in transferring Customer Contracts to CybSafe or (as directed by CybSafe) Customer's selected alternate reseller, as the case may be.

9.4. Suspension of Customer Access. CybSafe may immediately suspend a Customer's access to the Services: (a) if Reseller fails to pay any amounts to CybSafe or its Authorized Distributor when due; (b) as CybSafe deems reasonably necessary to protect the integrity of the Services or any associated systems or data; or (c) as otherwise permitted under the EULA.

9.5. Termination of Customer Access. CybSafe may immediately terminate a Customer's access to the Services: (a) if Reseller fails to pay any amounts to CybSafe or its Authorized Distributor and has not paid such amounts within 10 days from the original due date; (b) if such Customer breaches the EULA; or (c) as otherwise permitted under the EULA. CybSafe may in its sole discretion elect to temporarily suspend Customer's access in the foregoing scenarios instead of, or as a step prior to, termination.

9.6 No compensation. The termination of this Agreement shall not of itself give rise to any liability on the part of CybSafe to pay any compensation to the Reseller for loss of profits or goodwill, to reimburse the Reseller for any costs relating to or resulting from such termination, or for any other loss or damage.

10. GENERAL.

10.1. No Partnership or Agency. Nothing in this Agreement is intended to, or shall be deemed to, establish any partnership or joint venture between any of the parties, constitute any party the agent of another party, or authorize any party to make or enter into any commitments for or on behalf of any other party.

10.2. Entire Agreement; Precedence. This Agreement and any policies, terms, or other documents referenced herein constitute the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter. Each party acknowledges that in entering into this Agreement it does not rely on, and shall have no remedies in respect of, any statement, representation, assurance or warranty that is not set out in this Agreement. In the event of a conflict between these Terms and an Order, these Terms will prevail and control, except to the extent that Cybsafe in relation to an individual Order either (i) proposes a variation to these terms; or (ii) expressly and explicitly accepts in writing, as a variation of a specific section of these Terms, any item in an Order. The preceding sentence is subject to Section 12.3 Reseller Terms below. If on the date of this Agreement, Reseller's primary physical address is outside of the USA, nothing in this Section shall limit or exclude any liability for fraud or fraudulent misrepresentation.

10.3. Reseller Terms. Reseller's standard terms of purchase or order are expressly excluded from this Agreement and all Orders shall be treated as placed upon these Terms regardless of whether Reseller purports to incorporate any standard terms of Reseller (including by means of any purchase order). No standard terms of Reseller shall form part of this Agreement.

10.4. Modification and Variation. CybSafe may at its absolute discretion make, and notify Reseller of, updated versions of these Terms from time to time by notifying Reseller of such update by email, or by means of the Partner Portal (each an "**Update Notification**"). These Terms updated as set out in such Update Notification shall replace the preceding version of these Terms for the purposes of this Agreement from the date 30 days after Update Notification of such revised document(s) (or at such later date as CybSafe may specify). Except as set out in this Agreement, no variation of this Agreement shall be effective unless it is in writing and signed by the parties (or their authorized representatives).

10.5. Assignment. Reseller may not assign or transfer this Agreement or any rights or obligations under this Agreement without the prior written consent of CybSafe. CybSafe may assign this Agreement at any time, and may delegate aspects of its performance under this Agreement to any person, without the consent of Reseller.

10.6. Waiver. No failure or delay by a party to exercise any right or remedy provided under this Agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

10.7. Severance. If any provision of this Agreement is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision shall be deemed deleted. Any modification to or deletion of a provision under this Section shall not affect the validity and enforceability of the rest of this Agreement.

10.8. Notices. Notices to CybSafe will be sent by email to notices@cybsafe.com, and will be deemed delivered as of the date of actual receipt. Notices to Reseller may be sent to such email address as provided on the Partner Portal, or the billing account information for Reseller, provided that CybSafe may also give notices to Reseller by means of the Partner Portal. Each such notice to Reseller will be deemed given upon the day after CybSafe sends it.

10.9. No Third-Party Beneficiaries. No one other than a party to this Agreement, their successors and permitted assignees, shall have any right to enforce any of its terms.

10.10. Governing Law; Jurisdiction.

a. Reseller primary physical address in the US. In the event that as of the date of this Agreement, Reseller's primary physical address is in the US, the following shall apply. This Agreement is governed by and will be interpreted in accordance with the laws of the State of Delaware, without regard to conflict of laws principles. Any dispute arising out of this Agreement will be settled through binding arbitration administered in Boston, Massachusetts by JAMS pursuant to its Comprehensive Arbitration Rules and Procedures (and in accordance with the Expedited Procedures therein). The language of arbitration will be English. Judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction. Notwithstanding the foregoing, either party may seek injunctive or other equitable relief in court for any alleged or threatened breach of confidentiality or misappropriation of its intellectual property rights. The prevailing party in any proceeding arising out of this Agreement will be entitled to reasonable attorney's fees and costs incurred by that party.

b. Reseller primary physical address outside of the US. In the event that as of the date of this Agreement, Reseller's primary physical address is not in the US, the following shall apply: this Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the laws of England and Wales. Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Agreement or its subject matter or formation (including non-contractual disputes or claims).

Schedule 1 - Anti-Bribery Policy

PURPOSE

CybSafe takes a zero-tolerance approach to bribery and corruption in all its forms. This Schedule sets out the key obligations that apply to Reseller and its personnel when acting under this Agreement. The full CybSafe Anti-Bribery and Corruption Policy is available at cybsafe.com/anti-bribery and is incorporated into this Agreement by reference.

1. Key Prohibitions

Reseller and any person associated with it must not, in connection with this Agreement:

- offer, promise, give, request, or accept any bribe, kickback, or improper payment or advantage — whether in cash or in any other form — to or from any person, including any government official, regulator, or public body;
- make or accept facilitation payments of any kind, regardless of local custom or practice;
- give or receive gifts or hospitality that are intended to improperly influence a business decision, are of disproportionate value, or involve cash or cash equivalents (including gift vouchers);
- engage in money laundering or any activity that facilitates the concealment of the proceeds of crime;
- authorise, encourage, or turn a blind eye to any of the above by a third party acting on Reseller's behalf.

2. Gifts and Hospitality

Reasonable and proportionate gifts and hospitality given or received in the ordinary course of business are permitted, provided they are transparent, accurately recorded, and would not be considered excessive by a reasonable observer. Any gift or hospitality offered to or received from a government official, regulator, or public body requires prior written approval from a Reseller director or compliance officer.

3. Reporting Concerns

Any person who becomes aware of, or reasonably suspects, a breach of this policy must report it promptly. Reseller personnel should report concerns through Reseller's own internal reporting channels. Reseller must notify CybSafe in writing without delay at:

Email: notices@cybsafe.com

CybSafe will not tolerate any retaliation against a person who reports a genuine concern in good faith. Reseller shall ensure the same protection applies to its own personnel.

4. Annual Certification

Within one month of the date of this Agreement, and annually thereafter, Reseller shall provide CybSafe with a written certification signed by an officer of Reseller confirming compliance with this Schedule and Section 6 of the Agreement. Supporting evidence of compliance shall be provided on request.

5. Full Policy

CybSafe's full Anti-Bribery and Corruption Policy — including detailed guidance on gifts, hospitality, facilitation payments, due diligence, and examples of prohibited conduct — is available at cybsafe.com/anti-bribery and is incorporated into this Agreement by reference. Reseller shall ensure that its relevant personnel have read and understood the full policy prior to performing any activities under this Agreement.

Schedule 2 - PROGRAM REQUIREMENTS

The Reseller must have at least 3 presale and 2 post sale engineer/technicians to be 'CybSafe-certified' and capable of providing Level 1 and Level 2 support. This certification will ensure that the Reseller is capable of selling, marketing and demonstrating the benefits of the CybSafe solution to Customers and prospective Customers effectively. The certification process comprises training and an NFR trial test, during which the post-sale engineer/technicians will need to demonstrate competence in using the features of the Services.

The Reseller must have a 60-day launch plan agreed by CybSafe to include a minimum of the below:

1. Press Release
2. Website content
3. Customer Announcement
4. Webinar
5. Training plan
6. Training plan for employees
7. Training plan for technical staff to facilitate new Customer onboarding and effective Level 1/Level 2 support.

SUPPORT

Reseller Support. The Reseller is responsible for Level 1 and Level 2 support being provided directly to end users via the platform. CybSafe shall provide Level 3 support.

Resources and Documentation

To ensure high-quality support and consistent service delivery, CybSafe shall provide resources and documentation to Reseller including but not limited to the resources outlined below. These materials are designed to empower the Reseller with the knowledge and tools necessary to effectively support the CybSafe platform.

- **Training Program**: CybSafe will offer a training course covering both Level 1 and Level 2 support online within the Partner Portal. This course is mandatory.
- **Certification Process**: Upon completion of the training course, Reseller support staff must pass a certification exam to demonstrate their proficiency.
- **Knowledge Base**: CybSafe public help centre, accessible at http://help.cybsafe.com/, serves as a comprehensive repository of information. It includes detailed articles, troubleshooting guides, and frequently asked questions.

Partner Portal: A dedicated partner portal gives Reseller access to exclusive resources, including detailed technical documentation, marketing materials, and sales enablement tools.