



DRAGOS GLOBAL PARTNER PROGRAM AGREEMENT (“AGREEMENT”)

PLEASE READ CAREFULLY: THE INDIVIDUAL ACCEPTING THIS AGREEMENT ON BEHALF OF PARTNER REPRESENTS AND WARRANTS THAT THEY HAVE FULL AUTHORITY TO BIND THE PARTNER TO THIS AGREEMENT, THAT THEY HAVE READ AND UNDERSTAND THIS AGREEMENT, AND HAVE HAD SUFFICIENT OPPORTUNITY TO CONSULT WITH COUNSEL PRIOR TO AGREEING TO THE TERMS HEREIN AND SUBMITTING THIS REGISTRATION. BY ASSENTING TO THESE TERMS, PARTNER ACCEPTS THIS AGREEMENT, WHICH WILL BE DEEMED A BINDING CONTRACT BETWEEN PARTNER AND DRAGOS, INC., A DELAWARE CORPORATION, ON BEHALF OF ITSELF AND ANY AFFILIATES PERFORMING HEREUNDER (COLLECTIVELY, “**DRAGOS**”). DRAGOS’S ACCEPTANCE OF PARTNER’S APPLICATION OR ANY ORDER SHALL BE CONTINGENT ON AND SUBJECT TO: (i) PARTNER’S ACCEPTANCE OF THE TERMS OF THIS AGREEMENT; (ii) DRAGOS’S APPROVAL OF THE PARTNER’S APPLICATION; AND (iii) ACCEPTABLE RESULTS OF PARTNER’S COMPLIANCE AND BACKGROUND CHECKS, AS APPLICABLE. THIS AGREEMENT IS BINDING AS OF THE DATE THAT PARTNER ACCEPTS THIS AGREEMENT (“**EFFECTIVE DATE**”).

1. DEFINITIONS

- 1.1. “**Affiliate**” means, with respect to either Party, any company, corporation, partnership or other entity, directly or indirectly, controlling, controlled by, or under common control with, such Party where “control” is defined as having rights to more than 50% of the equity, ownership or voting rights for such entity.
- 1.2. “**Confidential Information**” has the meaning set forth in Section 14 (Confidential Information).
- 1.3. “**Customer**” means an end-customer or client that purchases any Offerings for its own internal use.
- 1.4. “**Customer Data**” means all data, information, records and other content provided by or on behalf of, Customer or its Authorized Users under the Offering Terms in connection with the Offerings.
- 1.5. “**Collateral**” means sales and marketing collateral prepared by Dragos to assist in marketing the Offerings and provided by Dragos to Partner under this Agreement.
- 1.6. “**Distributor**” means an entity that may purchase Offerings from Dragos under this Agreement and sell the Offerings (i) directly to Customers, or (ii) indirectly to Customers by selling through Indirect Resellers.
- 1.7. “**Delivery Support Partner**” means a Partner authorized by Dragos to provide Delivery Partner Support.
- 1.8. “**Delivery Partner Support**” means the Dragos Platform technical support provided by Delivery Support Partner to Customers as outlined at www.dragos.com/delivery-partner-terms.
- 1.9. “**Direct Reseller**” means any entity that purchases the Offering(s) from Dragos under this Agreement for purposes of resale directly to Customers.
- 1.10. “**Documentation**” means Dragos’s standard published documentation normally supplied with or made available to its customers to aid in the use, support and/or operation of the Offerings and any updates thereto, in any form, media or language provided.
- 1.11. “**Dragos Materials**” means any Dragos Technology or Dragos Works.
- 1.12. “**Dragos Technology**” means (i) Software and Documentation; (ii) Dragos’s know-how, proprietary tools and data, trade secrets and other technologies embodied in the Offerings, or otherwise used by or on behalf of Dragos to provide the Offerings, including Dragos tools; (iii) all updates, improvements, modifications and derivative works of any of the foregoing; (iv) any Collateral, and (v) all Intellectual Property rights in the foregoing.
- 1.13. “**Dragos Works**” means (i) Dragos Threat Intelligence or WorldView, (ii) Dragos authored, created or developed research reports, spreadsheets, graphics, tables, charts, compilations of data, and assessment tools, formulas, and algorithms and all other Dragos proprietary content and material that Dragos has developed prior to or independently of this Agreement; and (iii) Dragos’s research methodologies, including but not limited to Dragos’s analysis methodology. Additionally, Dragos Works comprise: (a) works of original authorship, including compiled content containing Dragos’s, its Affiliates’ or its licensors’ selection, arrangement, coordination, and expression of such content or pre-existing material it has created, gathered, or assembled; and (b) information that has been created, developed, and maintained by Dragos, its Affiliates or its licensors, at great expense of time and money such that misappropriation or unauthorized use by others for commercial gain may unfairly and irreparably harm Dragos, its Affiliates or its licensors.

- 1.14. **"Indirect Reseller"** means any entity that purchases the Offering(s) from a Distributor for purposes of (i) resale to Customers, or (ii) selling the Offerings indirectly to Customers by selling through other Indirect Resellers.
- 1.15. **"Intellectual Property"** means any invention, patent, copyright, trademark, service mark, trade secret or other intellectual property or industrial proprietary right, including any moral rights related thereto.
- 1.16. **"Laws"** mean all applicable federal, international, state, provincial, and local laws, statutes, acts, ordinances, rules, codes and regulations, executive orders and other official releases of or by any government, or any authority, court, department or agency thereof, including those in any jurisdiction from or in which the Offerings are provided or received, including Privacy Laws.
- 1.17. **"Offering Descriptions"** means the details related to each Offering which are available at: www.dragos.com/offering-descriptions and which are incorporated herein by reference.
- 1.18. **"Offering Terms"** means the terms and conditions that govern the Customer's use of and access to Offerings, found here: www.dragos.com/end-user-terms-conditions. Dragos may, at its discretion, update the Offering Terms from time to time.
- 1.19. **"Offerings"** means any product, service, subscription service, hardware appliance, or training offered by Dragos as provided in the Offering Descriptions.
- 1.20. **"Order"** means a mutually executed Order Form, Statement of Work, Partner signed quote, accepted Purchase Order, or another mutually agreed upon order form accepted by Dragos (either directly or via a Distributor), which sets forth a description of specific Offerings to be purchased or licensed for resale to a Customer and the Subscription Term.
- 1.21. **"Party"** or **"Parties"** means Dragos, Inc. and Partner (individually or collectively as applicable).
- 1.22. **"Personal Data"** means information used to distinguish or trace a natural person's identity, either alone or when combined with other personal or identifying information that is linked or linkable to a specific natural person. Personal Data also includes such other information about a specific natural person to the extent that the data protection laws applicable in the jurisdictions in which such person resides define such information as Personal Data.
- 1.23. **"Personnel"** means, with respect to any entity, any employee, contractor, agent or other personnel of such entity.
- 1.24. **"Privacy Laws"** means U.S. federal, state and local and non-U.S. laws, including those of the European Union, that regulate the privacy or security of Personal Data.
- 1.25. **"Prohibited Party"** shall mean any list of prohibited parties or parties subject to sanctions imposed by U.S. E.U., U.N., or other countries, including, but not limited to, the Specially Designated Nationals and Blocked Persons List maintained by the OFAC of the US Department of Treasury, the Entity List and Denied Persons List maintained by the Bureau of Industry and Security of the U.S. Department of Commerce, the list of statutorily or administratively debarred parties maintained by the Directorate of Defense Trade Controls of the US Department of State, and the Consolidated list of persons, groups and entities subject to EU financial sanction, as amended from time to time, and entities owned 50% or more or otherwise controlled by such parties, as applicable.
- 1.26. **"Referral Partner"** is the membership designation given to Partners who only provide customer referrals to Dragos rather than reselling Offerings. Referral Partner terms are set forth at www.dragos.com/referral-partner-terms.
- 1.27. **"Reseller"** means Direct Resellers and Indirect Resellers.
- 1.28. **"Services"** means any professional services as provided in the applicable Offering Description.
- 1.29. **"Software"** means Dragos's proprietary software as provided in the applicable Offering Description.
- 1.30. **"Statement of Work"** or **"SOW"** means a mutually agreed executed written document describing the Services to be performed by Dragos for a Customer.
- 1.31. **"Subscription Term"** means the period of time during which Customer is authorized by Dragos to access and use the Offerings or during which Services will be performed.
- 1.32. **"Territory"** means the countries or other geographic locations that have been approved by Dragos for Partner's resale or distribution of certain Offerings and excluding any country or region subject to export control restrictions as set forth in Section 7.5, or subject to hardware certification import restrictions.

2. AUTHORIZATION & ACKNOWLEDGEMENT

- 2.1. Subject to Partner's compliance with this Agreement, Dragos grants Partner for the Term (as defined in Section 15), a non-exclusive, non-transferable, revocable, limited license to: (a) as specifically designated by Dragos, act as a Delivery Support Partner, Reseller, Distributor, or Referral Partner of certain Offerings in the designated

Territory, and (b) promote, market, sell, and distribute certain Offerings in the designated Territory directly or in the case of Distributors, through Indirect Resellers, to Customers located in, and for use in, the Territory. Notwithstanding the foregoing, Partner shall not promote, market, sell, or distribute Services unless and until Dragos provides separate written approval.

- 2.2. Not for Resale License. Subject to Partner's compliance with this Agreement, and subject to payment of any applicable fees, Dragos grants Partner during the Term, a non-exclusive, non-transferable, revocable, limited license to use the Offerings solely to evaluate the Offerings and to demonstrate the Offerings to potential Customers and not for resale purposes. Partner may not use the Offerings for any other purpose.
- 2.3. Partner shall market, promote and resell the Offerings as permitted herein at its own expense and using its own efforts with its own personnel. Partner will distribute the Offerings solely in the form obtained from Dragos. Any additional or modified rights beyond the grant language above shall be subject to a separate written agreement between the Parties.
- 2.4. Partner will participate in and comply with the training and any other requirements adopted by Dragos from time to time and of which Partner has notice.
- 2.5. Partner acknowledges that the Offerings and their structure and organization constitute valuable trade secrets of Dragos. Except as expressly permitted by this Agreement, Partner agrees that Partner shall not, and shall not permit Customers, Resellers, or any third party to: (i) reproduce, modify, correct, adapt, translate, enhance, or otherwise prepare derivative works or improvements of the Offerings; (ii) rent, lease, lend, sell, sublicense, assign, distribute, publish, or otherwise transfer or make available the Offerings to any third party; (iii) reverse engineer, disassemble, decompile, decode, or adapt the Offerings, or otherwise attempt to derive or gain access to the source code of an Offering or any software used by Dragos in providing the Offerings, in whole or in part; (iv) bypass or breach any security device or protection used for or contained in the Offerings or allow unauthorized access to the Offering; (v) access, tamper with, or use non-public areas of Dragos's computer systems or the technical delivery systems of Dragos's providers, or attempt to probe, scan or test the vulnerability of any Dragos system or network; (vi) alter, remove or obscure any copyright notices, trademark notices, or other proprietary or confidentiality notices that are: (a) placed or embedded by Dragos or its suppliers or licensors in or on the Offerings or Collateral, (b) displayed when the Offerings are run, or (c) applied to the Offerings, their packaging, labels, Collateral, Documentation or any other materials provided under this Agreement; (vii) use the Offerings in any manner or for any purpose that infringes, misappropriates, or otherwise violates any Intellectual Property right or other right of any third party or that violates applicable Laws; (viii) use the Offerings for purposes of benchmarking or competitive analysis, developing, using, or providing a competing software product or service, or any other purpose that is to Dragos's detriment or commercial disadvantage; (ix) use the Offerings in any unlawful manner, for any unlawful purpose or in any manner inconsistent with this Agreement; and (x) commit or permit any act or omission that would impair Dragos's, its Affiliates' or its licensors' proprietary and Intellectual Property rights in the Offerings and Dragos Materials. Partner shall promptly notify Dragos of any unauthorized use or disclosure of the Offerings.
- 2.6. No rights or licenses are granted hereunder, whether by implication, estoppel, exhaustion or otherwise, other than the rights and licenses expressly granted in the Agreement. As between the Parties, Dragos solely owns and retains all ownership right, title, and interest in the Offerings, the Dragos Materials, and all Intellectual Property rights therein.
- 2.7. Nothing in the Agreement is or will be construed to preclude or limit in any way the rights of Dragos to provide products or services of any kind or nature whatsoever to any person or entity. Nothing in this Agreement shall prohibit either Party from purchasing, selling or licensing any products from or to any third party or otherwise providing services to or doing business with any third party. This Agreement is not to be registered with any agencies that would implicate commercial agency laws, such as the UAE Ministry of Economy.
- 2.8. Product Change & Obsolescence. Dragos reserves the right to change its selection of Offerings, and to update, change or discontinue any Offering, at any time.

3. COMPLIANCE AND CONDUCT

- 3.1. Partner will comply, and ensure that its Affiliates and Indirect Resellers (as applicable) and its and their respective Personnel understand and comply, with the terms and conditions of the Agreement, and will be fully and directly responsible to Dragos for any act or omission of such Affiliate, Indirect Reseller, or Personnel, including, without limitation, any such act or omission that would constitute a breach of the Agreement if such act or omission were by Partner.

- 3.2. Partner will promote, demonstrate, and market Offerings, and otherwise perform all activities in compliance with the Agreement, all applicable Laws, and industry standards (including, without limitation, those relating to consumer protection, anti-corruption, anti-money laundering and anti-bribery, sanctions and export controls, data protection and privacy, and labor and employment), and in a manner that upholds the reputation, quality, goodwill and credibility of Dragos and its Offerings.
- 3.3. Partner will give Dragos prompt written notice to support@dragos.com of any notice, complaint, or claim of which Partner becomes aware concerning any service issues, complaints, or data security breach, event or incident related to use of the Offerings or sale of the Offerings under this Agreement.
- 3.4. Before publicly disseminating or using any advertising, promotional, or marketing materials for the Offerings that were not provided by Dragos, Partner will provide such materials to Dragos for approval.
- 3.5. Partner agrees: (i) to deal with Customers honestly and fairly and to conduct business in a manner that does not reflect negatively on Dragos and protects the name, goodwill, and reputation of Dragos; (ii) to refrain from making any statements with respect to the specifications, features, capabilities or other characteristics of the Offerings that are inconsistent with the technical documentation published by Dragos; and (iii) make no representations, warranties or guarantees regarding the Offerings that are inconsistent with or expand the scope of any warranties, or that limit the scope of, or conflict with, the warranty disclaimers contained in the Offering Terms.
- 3.6. Support. Partner will not provide Delivery Support to any Customers unless and until Partner is authorized as a Delivery Support Partner. Once authorized and agreed upon by the Parties, Partner is required to provide Delivery Partner Support to Customers that purchase Offerings from Partner. If a Distributor is authorized as a Delivery Support Partner, the Distributor shall provide Delivery Partner Support to Customers unless the Indirect Reseller is also authorized as a Delivery Support Partner, in which case the Indirect Reseller shall provide Delivery Partner Support to Customers. In all other circumstances, any support and maintenance for Offerings shall be provided directly by Dragos to a Customer as set forth in the [Dragos Software Support and Maintenance](#) policy, and Partner shall promptly forward any applicable support requests or inquiries to Dragos.
- 3.7. Delivery Partner Data Access. Dragos grants authorized Delivery Support Partners the right to access, administer, and manage the hosted Software environment and Customer Data for the specific Customers for whom they have written authorization to provide Delivery Support, strictly to the extent necessary to perform Delivery Partner Support services. For Local Software Delivery Partner Support, the Delivery Support Partner must receive access to Customer Data directly from the Customer.
- 3.8. Delivery Partner Authorization. To be authorized as a Delivery Support Partner, a Partner must: (a) satisfy and maintain the Delivery Support Partner Prerequisites found here: www.dragos.com/delivery-partner-terms; (b) satisfy and maintain the Enablement and Training requirements found here: www.dragos.com/delivery-partner-terms; and (c) receive a certification from Dragos Customer Success formally designating such Partner as a Delivery Support Partner. If Delivery Support Partner ceases to meet the requirements specified in (a) and (b), it must notify Dragos promptly and must either meet such requirements anew within thirty (30) days or Partner will cease being an authorized Delivery Support Partner. Dragos reserves the right to deny or rescind Delivery Support Partner authorization for any reason.

4. ORDERING AND SHIPPING.

- 4.1. Order Procedure. Orders must be placed by email sent to Dragos Sales Operations at Orders@Dragos.com or otherwise sent in accordance with Dragos's instructions. Dragos reserves the right to reject a proposed Order for any reason, including any Orders subject to hardware certification or import restrictions. For each Order (including renewals), Partner shall issue a purchase order that incorporates the applicable Dragos quote by reference ("Purchase Order"). The terms and conditions of any Purchase Order, acceptance, notice, or other documentation issued by Partner or in a quote executed by Partner that are in addition to or inconsistent with the terms and conditions of this Agreement or the quote as provided by Dragos do not form part of this Agreement are void and will not be binding on Dragos notwithstanding any statement to the contrary therein.
- 4.2. Indirect Reseller Order Procedure. If a Reseller is designated as an Indirect Reseller, it must purchase the Offerings from a Distributor at such prices, discounts, and payment terms as agreed solely by Indirect Reseller and Distributor. Dragos shall have no liability for Indirect Reseller's purchase orders (including any obligations or terms therein) placed with Distributors. Dragos's obligation to provide Offerings shall be in accordance with Dragos's agreement with the Distributor and the Distributor's corresponding Order that has been accepted by Dragos.
- 4.3. Cancellation of Orders. Dragos reserves the right, without limiting any other rights available to Dragos, to cancel any Orders placed by Partner, or to prohibit access to the Offerings to a Customer under such Orders, if Partner: (i)

fails to make any payment under the terms of payment set forth in any invoice or as otherwise agreed to by Dragos and Partner; or (ii) otherwise fails to comply with the material terms and conditions of the Agreement, or any Order. No such cancellation, refusal or delay will be deemed a termination (unless Dragos so advises Partner) or breach of this Agreement by Dragos. If unpaid Orders are outstanding for greater than ninety (90) days, no additional Orders may be placed by Partner until the outstanding balance is paid in full.

- 4.4. **Shipping.** Unless otherwise agreed in an Order, all hardware is shipped ExWorks (Incoterms 2010) from Dragos's designated point of origin. Title to such hardware (excluding any Software) shall pass from Dragos when the hardware is made available for pickup by the first common carrier. Dragos will designate a carrier unless Partner specifies one in the Order. Dragos may pay any shipping and insurance charges on behalf of Partner and add them to Partner's invoice. Partner must provide written notice to Dragos within five (5) days of delivery of any non-conformity with the Order. Dragos will use commercially reasonable efforts to ship the hardware and/or Software (or make the Software available for download or access) at the times requested on Orders (in partial or full shipments); provided, however, that Dragos shall not be liable for any delay in delivery or for failure to give notice of delay.

5. PRICES AND PAYMENT

- 5.1. **Prices.** Partner shall pay Dragos for all Offerings the price set forth in the Order. Partner shall have the right, in its sole discretion, to determine the prices for Offerings resold by Partner to Customers.
- 5.2. **Payment.** Dragos shall invoice the Partner for Offerings according to the invoicing procedure outlined in the Dragos quote. Partner shall pay for all Offerings that Partner purchases from Dragos in U.S. currency (or such other currency as agreed by Dragos in advance) by ACH, wire transfer or another method approved by Dragos within forty-five (45) days of the date of Dragos's invoice. Except as otherwise expressly provided in this Agreement, Orders are non-cancelable by Partner, and all fees and other amounts are non-refundable. Partner shall be responsible for all collection efforts related to payments for Offerings sold pursuant to this Agreement and shall pay Dragos, directly or through a Distributor, regardless of whether Partner receives payment. Dragos reserves the right to refuse, cancel, terminate, withhold or delay fulfillment of an Order in the event Partner fails to make timely payment in accordance with this Agreement, and Partner agrees that Dragos shall have no liability to Partner or its Customers for exercising such right.
- 5.3. **Late Payments.** Late payments will bear interest at the rate of one and one-half percent (1.5%) per month, or at the highest rate allowed by law, whichever is less. Partner will reimburse Dragos for all reasonable costs and expenses incurred (including reasonable attorneys' fees) in collecting overdue amounts hereunder.
- 5.4. **Taxes.** Prices do not include, and Partner shall pay all such taxes levied or imposed by reason of Partner's purchase of the Offerings and the transactions hereunder, except for taxes based on Dragos's income. If Dragos has the legal obligation to pay or collect taxes for which Partner is responsible under this section, the appropriate amount shall be invoiced to and paid by Partner unless Partner provides Dragos with a valid tax exemption certificate or direct-pay letter authorized by the appropriate taxing authority prior to Order fulfillment. If applicable Law requires Partner to withhold any taxes levied by any country on payments to be made pursuant to this Agreement, Partner shall (i) effect such withholding, remit such amounts to the appropriate taxing authorities and promptly furnish Dragos with tax receipts evidencing the payments of such amounts, and (ii) ensure that the sum payable by Partner upon which the deduction or withholding is based is increased to the extent necessary to ensure that, after such deduction or withholding, Dragos receives a net amount equal to the amount Dragos would have received and retained in the absence of such required deduction or withholding.
- 5.5. **Renewal Pricing.** Dragos reserves the right to modify prices and fees at any time, although such changes will not go into effect during an active Subscription Term. Except as otherwise specified in an Order, all Offerings that have a Subscription Term may be offered for renewal (a "**Renewal Term**"). Each Renewal Term will be offered for a fee equal to the fee for the prior, expiring term license (which will not account for any transaction incentives included on a prior order), increased by the greater of the United States Consumer Price Index or five percent (5%). "**CPI**" shall mean the US Consumer Price Index: Information Technology, Hardware and Services for the 12 months preceding the renewal date.
- 5.6. **Refunds.** In the event Dragos is obligated to refund fees under the terms of the Offering Terms or at its own discretion agrees to refund any fees under the Offering Terms, Dragos may refund the applicable amount to Partner and Partner, at Dragos's request, shall promptly refund to Customer the corresponding applicable proportionate

amount based on the fees Customer paid to Partner. In this circumstance, the Customer's right to utilize the Offering will terminate with respect to the refunded portion, or entirely if prorating of the Offering is not feasible.

6. PROPRIETARY RIGHTS

- 6.1. All Intellectual Property rights in and to the Offerings, Dragos Materials, Dragos Marks (as defined below), and any copy thereof, and in any ideas, know-how, and programs that may be developed by Dragos while providing the Offerings, including any enhancements, derivative works, or modifications thereof (other than Customer Confidential Information and Partner Confidential Information), remain with Dragos.
- 6.2. Partner is aware that this Agreement does not convey any rights of ownership in or to the Offerings, Dragos Materials or Dragos Marks, and all of Partner's rights are expressly stated herein, without any implied rights. Partner hereby acknowledges that the foregoing are protected by laws pertaining to intellectual property and proprietary rights in the United States and other countries. Dragos reserves all rights not expressly granted in this Agreement.
- 6.3. Feedback. From time-to-time Partner may provide Dragos with suggestions, comments and feedback with regard to the Offerings (collectively, "**Feedback**"). Dragos may use such Feedback in any manner it chooses, with no obligation to Partner, provided such Feedback does not identify Partner.
- 6.4. No Source Code. Nothing in this Agreement will be construed to give Partner a right to use, or otherwise obtain access to, any source code from which the Offerings or any portion thereof is compiled or interpreted.
- 6.5. Subject to Partner's compliance with the terms and conditions of the Agreement, Dragos grants to Partner a limited, revocable, non-exclusive, non-transferable, non-sublicensable license to use the trade names, trademarks, logos and designations in or associated with the Offerings as designated by Dragos in writing from time to time (collectively, "Dragos Marks"), during the term of the Agreement, solely for the purpose of carrying out its contemplated marketing and sales activities with respect to the Offerings in connection with the Agreement. Any such use of a Dragos Mark by Partner must attribute ownership to Dragos and must be in accordance with applicable Law, Dragos's then-current trademark usage guidelines (as found here: <https://www.dragos.com/trademark-usage>), and any other standards as may be prescribed by Dragos from time-to-time. Partner is required to submit to Dragos for approval, first article units of materials on which any Dragos Mark will be used (other than Collateral) prior to any sale, distribution, or other release of such materials to third parties. Upon notice from Dragos that Dragos objects to any use of any Dragos Mark by Partner, Partner will promptly cease such use, including by removing any such use from existing materials, signage or displays. Partner acknowledges and agrees that Dragos owns the Dragos Marks and that any and all goodwill and other proprietary rights that are created by or that result from Partner's use of a Dragos Mark hereunder inure solely to the benefit of Dragos. Partner will at no time contest or aid in contesting the validity or ownership of any Dragos Mark or take any action in derogation of Dragos's rights therein, including applying to register any trademark, trade name, design, company name, URL, domain name other designation that is similar to, or comprises, any Dragos Mark.
- 6.6. Upon mutual written agreement of the Parties, Partner will, at its expense, translate all Documentation and Collateral used in connection with the Offerings into the language(s) of the Territory. Partner will obtain Dragos's prior written approval of the translated materials prior to distributing or using them. Partner hereby irrevocably assigns and transfers to Dragos and agrees to irrevocably assign and transfer to Dragos, all of its right, title and interest in and to all such translated materials, including, but not limited to, all related copyrights and moral rights. Partner also, on behalf of itself and its Affiliates and Personnel waives and agrees never to assert any and all moral rights that Partner or its employees or subcontractors may have in or with respect to the translated materials, even after termination or expiration of this Agreement. Distributor shall have written agreements in place with its Affiliates, Personnel, and Indirect Resellers sufficient to ensure compliance with its obligations hereunder.
- 6.7. Partner will not (and will not direct or solicit any other person or entity to) engage in any form of conduct or make any statements or representations that disparage, criticize or otherwise impair the reputation of the Offerings or Dragos and its Affiliates and their respective officers, directors, stockholders, partners, members, agents and Personnel.
- 6.8. Partner hereby grants Dragos a limited, revocable, non-exclusive, non-transferable, non-sublicensable license to use Partner's trade names, logos, service marks and trademarks ("**Partner Marks**") during the term of the Agreement solely for the purpose of naming and promoting Partner as a partner, including by naming Partner on its website and marketing materials for the Offerings. Dragos will comply with any branding or trademark usage guidelines provided by Partner to Dragos with sufficient advance written notice. Upon notice from Partner that Dragos's usage is non-compliant, Dragos will promptly cease such use as soon as possible, including by removing any such

use from existing materials, signage or displays to the extent possible. Dragos acknowledges and agrees that Partner owns the Partner Marks and that any and all goodwill and other proprietary rights that are created by or that result from Dragos's use of a Partner Mark hereunder inure solely to the benefit of Partner.

7. REPRESENTATIONS AND WARRANTIES

Dragos and Partner each represent and warrant to the other:

- 7.1. The Party is duly organized and validly existing under the laws of its place of incorporation, and has full corporate or other power and authority to enter into this Agreement and to carry out the provisions hereof.
- 7.2. The Party is duly authorized to execute and deliver this Agreement and to perform its obligations hereunder, and the persons executing the Agreement on its behalf have been duly authorized to do so by all requisite corporate or partnership action.
- 7.3. The Agreement is legally binding upon the Party, enforceable in accordance with its terms, and does not materially conflict with any agreement, instrument or understanding, oral or written, to which it is a party or by which it may be bound, nor violate any law or regulation of any court, governmental body or administrative or other agency having jurisdiction over it.

Partner further hereby represents and warrants to Dragos that:

- 7.4. Partner, directly or through its Indirect Reseller, shall ensure that Customers receive, are aware of, and are bound by the Offering Terms as set forth in Section 8 and will promptly notify Dragos of any unauthorized use of the Offerings of which Partner becomes aware.
- 7.5. Partner is not a Prohibited Party and will comply with all applicable export control and sanctions laws of the United States and any other applicable governmental authority, including the U.S. Export Administration Regulations and U.S. sanctions regulations ("**Export Control and Sanctions Laws**"). Partner agrees that the Offerings shall not be used, transferred, or otherwise exported or re-exported to: (a) regions that the United States and/or the European Union maintains an embargo or comprehensive sanctions (collectively, "**Embargoed Countries**"), or a national or resident thereof to the extent prohibited by U.S. or E.U. laws; (b) a Prohibited Party; or (c) for any purpose prohibited by Export Administration Regulations (15 CFR Part 730 et seq.), the International Traffic in Arms Regulations (22 CFR Part 120 et seq.), the sanctions programs administered by the Office of Foreign Assets Control, and statutes, rules and executive orders affecting sanctions or international trade, including nuclear, chemical, or biological weapons proliferation or development of missile technology. Partner will notify any Customers (and Indirect Resellers as applicable) of the need to comply with such laws and regulations and shall promptly notify Dragos if Partner becomes aware of a potential or actual violation of the terms of this provision.
- 7.6. U.S. Foreign Corrupt Practices Act and U.K. Bribery Act. Partner represents and warrants: (i) that it is aware of all anti-corruption legislation that applies to this Agreement and in particular the US Foreign Corrupt Practices Act 1977 and the U.K. Bribery Act 2010; (ii) it has implemented rules and procedures that enable it to comply with this legislation and adapt to any future amendments thereto; (iii) it has implemented appropriate rules, systems, procedures and controls for preventing the commission of corrupt acts, either by itself or its staff, and for ensuring that any evidence or suspicion of the commission of a corrupt act will be thoroughly investigated, and unless prohibited by confidentiality or law, reported to the other Party; (iv) its records relating to its business, including accounting documents, are maintained and kept to ensure their accuracy and integrity; and (v) it has not made, offered, received, or been offered any illegal or improper bribe, kickback, payment, gift, or thing of value from any of the other Party's employees or agents in connection with this Agreement (reasonable gifts and entertainment provided in the ordinary course of business do not violate this restriction).

8. OFFERING TERMS & CONDITIONS

- 8.1. Except as set forth in this Section 8, all Offerings must be sold or licensed pursuant to the Offering Terms without modification of any kind. Transactions that include Offerings sold without incorporating the Offering Terms or binding the Customer to those terms are void, unless (a) the Partner sells Offerings pursuant to a written contract

that contains terms covering the Offerings at least as protective as the Offering Terms; and (b) the Partner binds the Customer to the applicable Offering Description found here: www.dragos.com/offering-descriptions.

- 8.2. For all Service Offerings, Dragos will provide Partner either a SOW or a written description that sets out the scope of Services to be provided during an engagement (“**Services Description**”). Partner, directly or through its Indirect Reseller, must provide the Service Description to the Customer and incorporate it into the Customer order.
- 8.3. Dragos may, at its discretion, update the Offering Terms or the Offering Descriptions by publishing a new version to our website.
- 8.4. Partner may request written authorization to apply the terms of a direct agreement between Dragos and a Customer (a “Customer Agreement”) to a transaction in lieu of the Offering Terms, and if authorized by Dragos, the Partner’s or Indirect Reseller’s quote or order shall reference the direct Customer Agreement instead of the Offering Terms.
- 8.5. Nothing in this Agreement shall limit any agreement separately entered into between Dragos and a Customer with respect to Offerings.

9. DISCLAIMER OF WARRANTIES

DRAGOS MAKES NO WARRANTIES OR REPRESENTATIONS TO PARTNER OR TO ANY OTHER PARTY REGARDING ANY OFFERINGS OTHER THAN WHAT IS FOUND IN THE OFFERING TERMS. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, DRAGOS DISCLAIMS ALL OTHER WARRANTIES AND REPRESENTATIONS, WHETHER EXPRESS OR IMPLIED, INCLUDING, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT, AND ANY WARRANTIES ARISING OUT OF COURSE OF DEALING OR USAGE OF TRADE. PARTNER WILL NOT MAKE ANY WARRANTIES OR REPRESENTATIONS IN WITH RESPECT TO THE OFFERINGS THAT ARE INCONSISTENT WITH OR EXPAND THE SCOPE OF ANY WARRANTIES, OR THAT LIMIT THE SCOPE OF, OR CONFLICT WITH, THE WARRANTY DISCLAIMERS CONTAINED IN THE OFFERING TERMS.

10. LIMITATION OF LIABILITY

EXCEPT WITH RESPECT TO LIABILITY ARISING FROM (I) FRAUD OR WILLFUL MISCONDUCT, (II) PARTNER’S BREACH OF SECTION 7 (REPRESENTATIONS AND WARRANTIES), (III) PARTNER’S BREACH OF SECTIONS 8.1 AND 8.2 (DRAGOS OFFERING TERMS), OR (IV) OBLIGATIONS UNDER SECTION 11 (INDEMNITY), OR (V) PARTNER’S PAYMENT OBLIGATIONS, IN NO EVENT WILL EITHER PARTY OR ITS SUPPLIERS OR LICENSORS HAVE ANY LIABILITY TO THE OTHER PARTY ARISING OUT OF, RELATING TO, OR IN CONNECTION WITH THE AGREEMENT OR THE USE OR PERFORMANCE OF ANY OFFERINGS: (A) FOR ANY SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES (INCLUDING, LOST PROFITS OR REVENUE, LOSS OF USE, LOST BUSINESS OPPORTUNITIES OR LOSS OF GOODWILL), OR FOR THE COSTS OF PROCURING SUBSTITUTE PRODUCTS; OR (B) IN EXCESS OF THE AMOUNTS RECEIVED BY OR OWED TO DRAGOS BY PARTNER DURING THE TWELVE-MONTH PERIOD BEFORE THE EVENT GIVING RISE TO SUCH LIABILITY. MULTIPLE CLAIMS SHALL NOT EXPAND THE LIMITATIONS SPECIFIED IN THIS SECTION 10. THE PARTIES HAVE AGREED THAT THESE LIMITATIONS WILL SURVIVE AND APPLY EVEN IF ANY LIMITED REMEDY SPECIFIED IN THE AGREEMENT IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.

11. INDEMNITY

- 11.1. By Partner. Partner will defend, indemnify and hold harmless Dragos, Dragos’s Affiliates, their respective officers, directors, and employees (“Dragos Indemnitees”) from and against any and all losses, liabilities, expenses and claims (including reasonable attorneys’ fees) incurred by a Dragos Indemnitee that arises out of a third party claim (including Customers) related to Partner’s (i) representation of the Offerings in a manner inconsistent with Dragos’s published Offerings descriptions, Dragos provided Services Descriptions, or representations expressly approved by Dragos in writing, including descriptions of work in SOWs; (ii) breach of Section 7 (“Representations and Warranties”); (iii) use or distribution of the Offerings inconsistent with the terms of this Agreement; or (iv) breach of Section 13 (“Data Security and Data Privacy”); or (v) gross negligence, fraud, or willful misconduct.
- 11.2. By Dragos. Dragos will defend, indemnify and hold harmless Partner, Partner’s respective officers, directors, and employees from and against any and all losses, liabilities, expenses and claims (including reasonable attorneys’ fees) incurred by Partner that arises out of a claim by an unaffiliated third party alleging (a) the Offerings infringe the third party’s U.S. or European Union patent, copyright or trademark. (Notwithstanding the foregoing, Dragos will not be obligated to indemnify Partner if an infringement claim under this Section 11.2 arises from: (a) a Customer’s or Partner’s misuse of the Offering; or (b) Customer’s or Partner’s use of the Offerings in combination with any products, services, or technology provided by a third-party or a modification of the Offerings by Customer, Partner or any third party, if the Offerings or use thereof would not infringe without such combination or

modification; ; and/or (c) Partner's failure to use, distribute or resell updated Offerings made available by Dragos, to the extent that such claim would have been avoided by using or reselling such updates.

- 11.3. If a third-party infringement claim is made or threatened, Dragos may, in its sole discretion: (i) replace or modify the infringing Offering so that it is non-infringing (but functionally equivalent); or (ii) procure the right for Partner to continue reselling the Offerings as specified herein. If the foregoing remedies are not commercially reasonable, then Dragos may suspend or terminate Partner's rights to resell the Offerings or Dragos may terminate this Agreement, in its entirety or with respect to the affected component or part, effective immediately on written notice to Partner.
- 11.4. Process. The Party seeking indemnification (the "**Indemnified Party**") will provide the other Party (the "**Indemnifying Party**") prompt written notice upon becoming aware of any claim subject to indemnification hereunder (a delay in providing notice does not excuse these obligations unless the Indemnifying Party is prejudiced by such delay) and reasonable cooperation to the Indemnifying Party in the defense, investigation or settlement of any claim at the Indemnifying Party's expense. The Indemnifying Party will have sole control of such defense, provided that the Indemnified Party may participate in its own defense at its sole expense. The Indemnifying Party may not settle a claim without the Indemnified Party's consent if such settlement (a) imposes a payment, (b) requires the Indemnified Party to admit fault or attributes liability to the Indemnified Party without prior written consent, or (c) imposes other obligations on the Indemnified Party. This Section sets forth the Indemnifying Party's sole liability to, and the Indemnified Party's exclusive remedy for, any type of claim or action described in this Section.

12. INSURANCE

Partner agrees to maintain (and provide evidence thereof to Dragos upon request), during the term of the Agreement, the following insurance (such insurance coverages are independent of the indemnity provisions of this Agreement, and are not designed solely to guarantee payment of Partner's indemnity obligations under Section 11 (Indemnity)):

- 12.1. Worker's Compensation and Employers' Liability Insurance, as prescribed by applicable law. Such insurance will, to the fullest extent permitted by applicable law, contain a waiver of the right of subrogation against Dragos and (if applicable) an assignment of statutory lien;
- 12.2. Commercial General Liability Insurance (with coverage no more restrictive than that provided for by standard ISO Form CG 00 01 with standard exclusions "a" through "o.") with a minimum limit of \$1,000,000 per occurrence and in the aggregate for bodily injury and property damages, and with Products and Completed Operations and Contractual Liability coverages; and
- 12.3. Professional Liability Insurance ("Errors & Omissions"), providing not less than \$3,000,000 coverage. The Errors & Omissions insurance policy shall include cyber liability, network security, and privacy liability and shall cover claims arising from operations or acts performed by, and materials, equipment, or products used or supplied by Partner.
- 12.4. The insurance specified in Subparagraphs 12.2 and 12.3 above will, to the fullest extent permitted by applicable law, include an endorsement naming Dragos as an additional insured with respect to liability arising out of services, with such insurance being primary to and not in excess of any other insurance available to Dragos. The limits specified above may be satisfied with a combination of primary and Umbrella/Excess Insurance. Partner is responsible for ensuring compliance by its subcontractors with the above-described insurance requirements. Acceptance of any insurance certificate hereunder will not constitute acceptance of the adequacy of coverage or an amendment to the Agreement.

13. DATA SECURITY AND DATA PRIVACY

- 13.1. Partner will establish, maintain and implement an information security program, including appropriate administrative, technical and physical safeguards, that is designed to (i) ensure the security and confidentiality of Confidential Information, (ii) protect against any reasonably anticipated threats or hazards to the security or integrity of such Confidential Information, (iii) protect against unauthorized access to or use of such Confidential Information that could result in substantial harm or inconvenience to Dragos or a Customer, and (iv) ensure the proper disposal of such Confidential Information.
- 13.2. Partner shall collect and process Personal Data in accordance with applicable Privacy Laws, and where Personal Data is obtained directly from Dragos, Partner will also process Personal Data in accordance with Dragos's

instructions and for the sole purpose of performing its obligations under this Agreement. Partner also agrees to the Dragos Partner Data Protection Agreement (“DPA”) set forth here: www.dragos.com/partner-dpa.

- 13.3. Partner represents and warrants that it has obtained or will gather all necessary legal consents to provide Customer Personal Data to Dragos and its Affiliates for purpose of performing this Agreement, which includes managing the Customer relationship, support obligations, and data analytics. Upon reasonable written request, Partner shall provide appropriate evidence of Partner’s compliance with this Section 13.
- 13.4. Partner shall provide written notice without undue delay of any unauthorized access, use or disclosure of Confidential Information or any security breach that could affect Dragos or Customers or could impact the performance of this Agreement. In such an event, Partner shall promptly communicate the apparent scope and nature of such disclosure, providing ongoing updates to such communications as necessary, and take remedial action as required by applicable data protection legislation and shall advise Dragos of corrective actions taken.

14. CONFIDENTIAL INFORMATION

- 14.1. General. “**Confidential Information**” means any information in any form disclosed by a Party, its employees, contractors or Affiliates (“**Discloser**”) to the other Party (“**Recipient**”), either directly or indirectly, in writing, orally or by permitting access to or inspection of tangible or intangible objects where such information is (i) marked or otherwise communicated as being “proprietary” or “confidential” or the like, or (ii) where such information should, by its nature or circumstances of disclosure, be reasonably considered to be confidential and/or proprietary. Personal Data and Customer Data shall be considered Confidential Information. The Offerings and Dragos Materials shall be deemed Confidential Information of Dragos regardless of marking.
- 14.2. Except as otherwise expressly authorized herein, Recipient agrees to (a) maintain Discloser’s Confidential Information in strict confidence, not use Discloser’s Confidential Information except as necessary to perform its obligations or enforce its rights under this Agreement, (b) treat all Confidential Information of Discloser in the same manner as it treats its own similar proprietary information, but in no case will the degree of care be less than reasonable care; and (c) disclose Discloser’s Confidential Information only to those employees, contractors and other agents of Recipient and its Affiliates who have a need to know such information for the purposes of this Agreement, provided that any such employee, contractor or other agent shall be subject to obligations of non-use and confidentiality with respect to such Confidential Information at least as restrictive as the terms of this Agreement, and Recipient shall remain liable for any non-compliance of such employee, contractor or other agent with the terms of this Agreement. Notwithstanding the provisions of this Agreement, Recipient may disclose Discloser’s Confidential Information as required by any court or other governmental body or as otherwise required by Law or regulation, provided, however, that Recipient shall (i) to the extent permitted by Law, provide prompt notice of such court order or requirement to Discloser to enable Discloser to seek a protective order or otherwise prevent or restrict such disclosure; and (ii) disclose the minimum amount of Confidential Information needed in order to be compliant with such order or legal requirement.
- 14.3. Exclusions. Nothing in this Agreement will prohibit or limit either Party’s use of information that (i) is already known to the Recipient without restriction as to disclosure prior to disclosure by the Discloser; (ii) becomes publicly available without fault of the Receiving Party; (iii) is rightfully obtained by the Receiving Party from a third party without restriction as to disclosure, or is approved for release by written authorization of the Disclosing Party; or (iv) is independently developed or created by the Receiving Party without use of or access to the Disclosing Party’s Confidential Information as evidenced by contemporaneous written records.
- 14.4. Survival. Recipient’s obligations under this Section shall survive for period of five (5) years after the expiration or termination of this Agreement, provided, however, that (i) trade secret information will be maintained in confidence for as long as such information remains a trade secret and (ii) any Personal Data shall be maintained in confidence for the period specified by Privacy Laws.

15. TERM AND TERMINATION

- 15.1. The initial term of this Agreement shall be one (1) year commencing on the Effective Date. Unless earlier terminated as permitted by this Section 15, the term of this Agreement shall automatically renew for successive

periods of one (1) year after expiration of the initial or any Renewal Term. “Term” means the initial term plus any applicable Renewal Terms.

15.2. Without limiting any other right or remedy in the Agreement, at law or in equity, the Agreement may be terminated as follows:

15.2.1. by Dragos upon Partner’s acquisition of or by a Dragos competitor; all active deal registrations and opportunities will be forfeited by Partner as of the date of termination with no further compensation paid.

15.2.2. by either Party upon 30 days written notice in the event of the other Party’s material breach of the Agreement and such breach is not cured within such 30-day period; if termination is because of the Partner’s material breach, all active deal registrations and opportunities will be forfeited by Partner as of the date of termination with no further compensation paid.

15.2.3. by either Party if the other Party becomes insolvent or files or has filed against it a petition under bankruptcy or insolvency law which is not dismissed within sixty (60) days, makes an assignment for the benefit of creditors or takes any similar action under applicable bankruptcy or insolvency law; all active deal registrations and opportunities will be forfeited by Partner as of the date of termination with no further compensation paid.

15.2.4. for convenience by either Party for any reason, upon thirty (30) days’ prior written notice to the other Party, in which case all active deal registrations will be honored until expiration of the approved timeframe of the deal registration (180 days from date of approval) or until the deal is closed prior to the deal registration timeframe. If terminated under this Section 15.2.4 by Partner, then all deal registrations and active opportunities are forfeited with no further compensation paid.

15.3. On expiry or termination of the Agreement, Partner’s status as a Dragos authorized Partner will immediately terminate. Partner will immediately cease using the Dragos trademarks and discontinue all representations that it is a Dragos Partner. Dragos will be entitled to reject all or part of any Orders received from Partner or from a Distributor on behalf of Partner after notice, but prior to the effective date of termination.

15.4. PARTNER WAIVES ANY RIGHTS IT MAY HAVE TO RECEIVE ANY COMPENSATION UPON TERMINATION OR EXPIRATION OF THE AGREEMENT, OTHER THAN AS EXPRESSLY PROVIDED IN THE AGREEMENT WITH RESPECT TO BENEFITS PROPERLY ACCRUED BY PARTNER PRIOR TO THE EFFECTIVE DATE OF SUCH TERMINATION. Partner acknowledges that it has no expectation and has received no assurances that any investment by Partner in the promotion of the Offerings will be recovered or recouped or that Partner will obtain any anticipated amount of profits by virtue of the Agreement.

15.5. The rights and obligations of the Parties under Section 6 (Proprietary Rights), Section 9 (Disclaimer of Warranties), Section 10 (Limitation of Liability), Section 11 (Indemnity), Section 14 (Confidential Information), Subsections 15(4) and 15(5), and Section 16 (General Provisions) will survive the termination or expiration of the Agreement for any reason whatsoever.

16. GENERAL PROVISIONS

16.1. Entire Agreement. This Agreement, together with any exhibits, constitute the complete and exclusive understanding and agreement between the Parties regarding its subject matter and supersedes all prior or contemporaneous agreements or understandings, whether written or oral, relating to its subject matter.

16.2. Amendment and Waiver. Dragos may modify this Agreement (including any exhibits or links) at any time by posting a revised version on the Dragos website or by otherwise notifying you. No amendment to or modification of this Agreement by Partner is effective unless it is in writing and signed by an authorized representative of Dragos. No waiver by any Party of any of the provisions hereof will be effective unless explicitly set forth in writing and signed by the Party so waiving. Except as otherwise set forth in the Agreement, (i) no failure to exercise, or delay in exercising, any rights, remedy, power or privilege arising from the Agreement will operate or be construed as a waiver thereof and (ii) no single or partial exercise of any right, remedy, power, or privilege hereunder will preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

16.3. Severability. If any provision of the Agreement is held invalid, illegal or unenforceable, that provision will be enforced to the maximum extent permitted by law, given the fundamental intentions of the Parties, and the remaining provisions of the Agreement will remain in full force and effect.

16.4. Governing Law. This Agreement will be governed by, construed, and enforced in accordance with the laws of the State of Delaware, excluding its conflicts-of-law principles, with the exception of Partners with principal offices located outside of North America, for which Dispute Resolution will be governed by the terms that may be

accessed at www.dragos.com/international-dispute-resolution. The sole and exclusive jurisdiction and venue for actions arising under this Agreement shall be state and federal courts in Wilmington, Delaware, and the Parties agree to service of process in accordance with the rules of such courts. The Uniform Computer Information Transactions Act and the United Nations Convention on the International Sale of Goods shall not apply. Notwithstanding the foregoing, each Party reserves the right to file suit or action in any court of competent jurisdiction as such Party deems necessary to protect its intellectual property rights and, in Dragos's case, to recoup any payments due.

- 16.5. Equitable Relief. The Parties agree that a breach or threatened breach of Section 6 (Proprietary Rights) or Section 14 (Confidential Information) would cause irreparable harm and significant damage for which there may be no adequate remedy under law and that, in the event of such breach or threatened breach, the Parties will have the right to seek and obtain immediate equitable relief, including a restraining order, an injunction, specific performance and any other relief that may be available from any court, without any requirement to post a bond or other security, or to prove actual damages or that monetary damages are not an adequate remedy. Such remedies are not exclusive and are in addition to all other remedies that may be available at law, in equity or otherwise.
- 16.6. Assignment. Partner may not assign or transfer the Agreement, or any of its rights or obligations hereunder, in whole or in part, without the prior written consent of Dragos. Dragos may freely assign the Agreement, in whole or in part, to any Affiliate or to an acquirer or successor in interest in connection with a merger, acquisition or sale of all or substantially all of its assets. Any attempt by Partner to assign or transfer the Agreement without such consent will be void.
- 16.7. Subcontracting. Partner shall not subcontract any portion of Partner's duties under this Agreement without the prior written consent of Dragos.
- 16.8. Force Majeure. Neither Party will be responsible for any failure or delay in its performance under this Agreement (except for any payment obligations) due to causes beyond its reasonable control, including, but not limited to, pandemic, quarantines, embargoes, travel restrictions and other similar unusual governmental action, labor disputes, strikes, lockouts, shortages of or inability to obtain energy, raw materials or supplies, denial of service or other malicious attacks, communications failure or degradation, ordinary course mechanical or electrical degradation and/or failure, material changes in law, war, terrorism, riot, or acts of God.
- 16.9. Relationship of the Parties. Nothing in the Agreement will be construed to create a partnership, joint venture, agency, employment, fiduciary, franchise, affiliate or other similar relationship between the Parties. Neither Party will have the power to bind the other or to incur obligations on the other's behalf without such other Party's prior written consent.
- 16.10. No Third-Party Beneficiaries. Except as expressly set forth in Section 11 (Indemnity), no provision of the Agreement is intended to confer any rights, benefits, remedies, obligations, or liabilities hereunder upon any person or entity other than the Parties and their respective permitted successors and assigns.
- 16.11. Controlling Language. The original of this Agreement was written in English, and that version will govern. Partner waives any rights it may have under any applicable law to have this Agreement written in any other language. Any versions of this Agreement in any other language will be for accommodation only and will not be binding upon either Party.