Terms and Conditions for Partners (Resellers)

PARTNERSHIP AGREEMENT

THIS AGREEMENT CAN ONLY BE ACCEPTED BY AN AUTHORIZED OFFICER OF THE PARTNER.

BY ACCEPTING THESE TERMS AND CONDITIONS THE PARTNER GUARANTEES THAT IT HAS ALL NECESSARY POWERS AND AUTHORIZATIONS TO CONCLUDE THIS AGREEMENT AND PERFORM IT.

SafeDNS will not accept orders from any partner who has not accepted this Agreement.
Please do not accept this Agreement if you disagree with its provisions. A partner who has not accepted the Agreement will not become a SafeDNS Partner and will not have the right to distribute SafeDNS Products.

1. DEFINITIONS

"Agreement" shall mean the terms and conditions listed below as well as Commercial Terms.

"Applicable Law(s)" shall mean all legal provisions binding upon the parties pursuant to Clause 15 including federal, municipal and local statutes, ordinances, decrees, regulations, judicial, administrative or regulatory judgments, orders, decisions, rulings, awards etc., as well as general principles of common and civil law.

"Commercial Terms" shall mean commercial conditions governing the Partnership Program, with any relevant amendments. Commercial Terms are either provided by SafeDNS or may be found on its website (https://www.safedns.com). They are incorporated hereto by reference.

"Confidential Information" shall mean all data concerning trade secrets, plans, intentions, product descriptions, know-how, designs, market opportunities, transactions and/or commercial activities of SafeDNS.

"Discount" shall mean a reduction of the current price as may be indicated in the current SafeDNS Price List. Discounts are either specified in Commercial Terms or may be provided by SafeDNS as a quote.

"End User" shall mean a third-party customer of the Partner who accepted the License agreement and puts any Products into regular use for commercial or personal purposes rather than for resale or sublicensing by such person or entity.

"Intellectual Property Rights" shall mean any rights to confidential information, know-how, trade names, trademarks, patents, designs, database rights and any other similar rights worldwide, regardless of whether they are registered or susceptible to registration.

"License" shall mean any license issued to an End User or agreement signed with an End User with respect to the Products which are either supplied with the Product(s) or published at https://www.safedns.com.

"Licensed Products" shall mean all Products specified in the Schedule (according to its definition set forth in the License) which are provided to the End User and each of these Products separately; if there is no list of such Products in the Schedule this term shall mean all third party software installed on the Hardware provided to the End User as well as with the Product Documentation and any Upgrades and Updates which are supplied to the End User.

"Partner Program" shall mean the program designed by SafeDNS for its partners which may be amended by SafeDNS from time to time.

"Personal Information" shall mean information or data with personal details which is collected or released in connection with Partner's obligations under this Agreement, including but not limited to financial information, emails, email addresses, verification codes, addresses, social security numbers, driver's license numbers and other personal information governed by Privacy and Data Security Regulations.

"Price List" shall mean the SafeDNS price list published on the SafeDNS website and/or any subsequent amendments thereto introduced by SafeDNS.

"Privacy and Data Security Regulations" shall mean Applicable Laws governing processing, security, use or disclosure of Personal Information.

"Product Description" shall mean an outline of the Products with their features and functions as may be provided by SafeDNS to Partner from time to time.

"Product Documentation" shall mean a set of documents as may be provided by SafeDNS to Partner from time to time concerning the Products which is designed for End Users.

"Products" shall mean products and/or services to be supplied by SafeDNS to Partner under this Agreement, specified in the Price List which may be amended by SafeDNS from time to time, along with the Product

Documentation and any Upgrades and Updates which may be provided to End Users pursuant to applicable Licenses.

"Quarter" shall mean a period of three successive calendar months following the first day of the year and each successive period of three calendar months thereafter.

"Quarter Date" shall mean the last day of each Quarter.

"Sanctions and Export Control Laws" shall mean any law or regulation applicable to the Products, services and/or to either party in connection with adoption, application, implementation and enforcement of economic sanctions, export control laws, embargoes or any other restrictive measures, including but not limited to those imposed by the European Union, the United Kingdom, and the United States.

"SafeDNS" shall mean SafeDNS, Inc., a company registered in Virginia, USA at 901 N. Pitt Str. Suite 325, Alexandria Virginia 22314 USA.

"Start Date" shall mean the date when SafeDNS accepts the Partner's offer to enter into a contract under the terms and conditions contained herein.

"Target" shall mean Partner's sales and other related targets as specified in the Commercial Terms (according to the Partner's status) and/or as communicated by SafeDNS to Partner from time to time; the targets may be updated on a quarterly, annual or other basis.

"Territory" shall mean the region to which this Agreement and the Partner appointment apply. If the Partner's registered office is situated within the European Union, then territory shall mean the European Union; if the Partner's registered office is situated outside of the European Union, then territory shall mean the country which SafeDNS may communicate to Partner.

"Trademarks" shall mean any trade and service marks with respect to which registrations have been filed, and any registrations obtained, with the relevant official industrial property registry, trade names, logos, emblems, trade dress as well as other indications of origin and other commercial symbols which SafeDNS now and then is authorized to use, uses or authorizes others to use in order to identify its Products.

"Update" shall mean an update to the code of rules and/or identities communicated by SafeDNS to the End User and/or other software updates, including but not limited to an update to the IP address reputation libraries communicated by SafeDNS to the End User.

"Upgrade" shall mean any enhancement or improvement to the functions of the Licensed Product (excluding Updates) communicated by SafeDNS at its sole discretion from time to time to the End User but excluding any software and/or updates marketed and licensed by SafeDNS as a new version or new release of the Licensed Product(s).

2. SUBJECT-MATTER OF THE AGREEMENT

2.1 By means of this Agreement, SafeDNS appoints the Partner as a non-exclusive reseller of the Products to End Users in the Territory only, and the Partner accepts the appointment subject to the terms and conditions contained herein. This Agreement contains basic rules according to which the Partner may place orders with SafeDNS.

3. TERM OF THE AGREMENT

3.1. This Agreement becomes effective on the Start Date and continues for twelve (12) months. Upon expiry of this period, this Agreement shall automatically be renewed. However, either party may terminate this Agreement by filing a written notice to the other party at least thirty (30) days in advance.

3.2 Either Party may terminate this Agreement immediately by filing a written notice to the other party if the other party commits a material breach of this Agreement and fails to remedy it within fourteen (14) days after it received a written notice from the other party describing the breach and requiring to redress it. To the maximum extent permitted by Applicable Laws, either party may also terminate this Agreement if the other party goes bankrupt, becomes insolvent or is subject to any procedure similar to bankruptcy or insolvency.

4. PRODUCT SUPPLY CONDITIONS

4.1 Terms and conditions related to Licensing of the Products by SafeDNS shall be determined by the applicable License. Up-to-date versions of Licenses are published at https://www.safedns.com. The Partner accepts that SafeDNS may directly contact any End User on any issues related to SafeDNS' duties and the use of the Licensed Products by the End User. Such contacts may occur both during the term of this Agreement and after its termination.

4.2 Clauses 4.2, 4.3 and 5 apply only if the Partner purchases the Products directly from SafeDNS. If the Partner purchases the Products through authorized third party distributor, the Partner and such distributor shall negotiate their own commercial terms.

4.3 SafeDNS will provide the Products to the Partner pursuant to the Partner's orders based on these terms. This Agreement is non-exclusive; therefore, SafeDNS may supply the Products to any third parties in the Territory. SafeDNS will not accept the Partner's orders aimed to include any additional or modified terms. Any quotations that SafeDNS provides to the Partner are suggestions only. SafeDNS reserves the right to make changes to its quotations at any time. No order will become binding for SafeDNS until SafeDNS has acknowledged the order or actually supplied the Products.

5 PRICE, DISCOUNTS AND CREDITS

5.1 The amount charged by SafeDNS to the Partner for the Products will be based on the current Price List price at the time of the order less the Discount and/or incremental discounts offered to the Partner in connection with the order. Unless the Commercial Terms provide otherwise, prices are cited Ex-Works and exclude value-added tax or the cost of handling, carriage and insurance which shall be borne by the Partner.

5.2 The Parties agree that the Discount is meant as a compensation for Partner's efforts to market and sell the Products to the End User. Written quotations may cite any additional discounts that SafeDNS deems reasonable.

5.3 SafeDNS may establish a credit account and a credit limit for the Partner. For this end, it will request the Partner to provide credit references and relevant financial information. If SafeDNS does not open a credit account to the Partner, all orders from such Partner must be paid in advance.

5.4 SafeDNS reserves the right to modify any discounts given to the Partner at any time and for any reason. Such reasons include but are not limited to the Partner's failure to comply with the payment terms set out in Clause 5.5. If the Partner fails to pay the full price of the Product(s) in time, SafeDNS shall refuse to supply of the Products or Updates thereto to the Partner or the End Users of the Partner.

5.5 Where SafeDNS has provided a credit account to the Partner, the payment terms for all orders are stated in the Commercial Terms or specifically agreed in writing.

5.6 Unless otherwise confirmed by SafeDNS in writing, SafeDNS will make reasonable efforts to deliver the Products to the Partner's address or to another address specified in the Partner's purchase order within fourteen (14) days from the receipt of the Partner's order, subject to availability.

5.7 SafeDNS will not offer refunds in case of early termination of an End User's License or in case of an End User's failure to pay the Partner.

6. OBLIGATIONS OF THE PARTNER

6.While this Agreement is in force, the Partner shall at all times adhere to the terms of this Agreement. In particular, the Partner shall:

6.1 make reasonable efforts to renew SafeDNS licenses in time. For this end, the Partner shall contact End User(s) who have not renewed their SafeDNS licenses before their license expired;

6.2 avoid making any promises or representations, or give any warranties or indemnities, concerning the Products except those contained in the relevant License or otherwise expressly authorized by SafeDNS in writing;

6.3 avoid soliciting to any modifications or amendments to the License terms;

6.4 use SafeDNS' Trademarks and trade names concerning the Products according to their registered form or style and according to written instructions which SafeDNS may send to the Partner from time to time. The Partner shall avoid using such Trademarks or trade names in connection with any other products or services or as part of a corporate or a trade name or any Internet domain name of the Partner. Moreover, the Partner shall not alter, obscure, remove, interfere with or add to any of the trademarks, trade names, markings or notices attached to, or contained in, the Products as well as Product Documentation delivered to the Partner;

6.5 avoid reproducing SafeDNS copyrighted material in any form without SafeDNS' express written permission;

6.6 deal with any complaints, problems or other technical issues regarding the Products from End Users before contacting the SafeDNS telephone customer assistance center;

6.7 avoid making or disseminating any negative statements concerning SafeDNS' Product(s), avoid distributing, licensing or selling any SafeDNS Product in a manner that may cause harm to SafeDNS or devaluate its brand;

6.8 make sure that all emails concerning SafeDNS Products sent by the Partner are clearly authorized by the recipient and comply with Privacy and Data Security Regulations. The Partner hereby acknowledges and agrees that it is prohibited from sending e-mails with regard to SafeDNS products in a manner which does not comply with the Privacy and Data Security Regulations and any breach of this provision may lead to this Agreement being terminated;

6.9 avoid building the Products into any other hardware or software without contacting its local SafeDNS representative and signing appropriate MSP or OEM Agreement;

6.10 avoid using the Products for competing with SafeDNS, including without limitation the gathering of competitive intelligence data; and

6.11 upon request, provide SafeDNS and any authorized third-party distributor with sufficiently detailed information on all purchase orders, including without limitation complete and accurate End User identification data.

6.12 THE PARTNER ACKNOWLEDGES AND AGREES THAT IF IT BREACHES ANY OBLIGATION STATED ABOVE IN THIS CLAUSE 6, SAFEDNS MAY, AT ITS SOLE DISCRETION UPON NOTICE TO THE PARTNER TERMINATE THIS AGREEMENT, STOP PERFORMING ITS OBLIGATIONS AND/OR MODIFY THE PARTNER'S STATUS OR REDUCE THE DISCOUNT AVAILABLE TO THE PARTNER. THE ABOVE MEASURES SHALL BE WITHOUT PREJUDICE TO ANY OTHER REMEDIES AVAILABLE TO IT UNDER APPLICABLE LAW.

7. SAFEDNS' OBLIGATIONS

SafeDNS shall:

7.1 maintain its telephone/chat/e-mail customer assistance center offering technical support for the Products, subject to Clause 6.6. Such center will normally function on a 24/7 basis;

7.2 make reasonable efforts to continue developing, upgrading, updating, improving and enhancing the Products;

7.3 track the License expiration date and notify the Partner and/or the End User accordingly.

8. INTELLECTUAL PROPERTY RIGHTS

The Partner may use any of the Intellectual Property Rights belonging to SafeDNS only to the extent expressly provided for herein.

9. CONFIDENTIAL INFORMATION

9.1 The Partner shall keep all Confidential Information in secret and shall not disclose it to a third party until the Partner must do so in order to comply with its obligations under this Agreement. If Confidential Information is disclosed the Partner shall make sure that such third parties take at least the same measures to protect Confidential Information than those set forth herein and use it strictly for the purposes of this Agreement.

9.2 Clause 9.1 shall not apply to any Confidential Information which:

- has become public other than through a breach of Clause 9.1;
- is required to be disclosed by any authority with competent jurisdiction; or
- is known to the Partner as on the date of this Agreement or becomes known to it without any duty to maintain its confidence.

9.3 This Clause 9 shall remain in force for five (5) years after this Agreement, despite its expiry or early termination for any reason.

10. DATA SECURITY AND USE OF PERSONAL INFORMATION

10.1 Any personally identifiable information shall be treated as Confidential Information hereunder.

10.2 When collecting and treating Personal Information, Partner shall comply with Privacy and Data Security Regulations.

10.3 Partner warrants that its approaches to data protection and confidentiality are and will remain consistent with the best industry practices applicable in this field.

10.4 In case of any unauthorized use or disclosure of Personal Information or any breach of Privacy and Data Security Regulations Partner shall immediately notify SafeDNS in writing. Moreover, Partner is obliged to remedy the breach or immediately and unconditionally cease any unauthorized use of Personal Information when required by Privacy and Data Security Regulations or requested by SafeDNS.

10.5 Partner warrants that it has obtained all requisite authorizations to provide Personal Information of the End Users to SafeDNS with a view to perform this Agreement.

10.6 Upon request, Partner shall provide appropriate evidence of its compliance with this Clause 10.

11. THE PARTNER'S STATUS

11.1 Under this Agreement, the Partner shall be an independent contractor, and this Agreement shall not establish a joint venture or partnership between the parties. If this Agreement does not expressly provide otherwise, Partner shall not pretend to be a SafeDNS' agent.

11.2 Nothing in this Agreement shall preclude the Partner from acting as an agent for the End User. In particular, the Partner may accept the License on behalf of the End User when the Products are downloaded and/or installed on behalf of the End User.

12. EFFECTS OF TERMINATION

12.1 If SafeDNS terminates this Agreement pursuant to its terms, the Partner shall not be eligible to any compensation, damages, loss of profits or consequential losses of any kind or nature.

12.2 Upon expiry or termination of this Agreement the Partner shall return to SafeDNS all promotional and commercial materials, including, without limitation, any Products, evaluation copies, Product Documentation, Product Descriptions and all other materials supplied to the Partner by SafeDNS or on the SafeDNS' behalf.

13. WARRANTIES AND LIABILITY OF THE PARTIES

13.1 With respect to the Products, SafeDNS will give warranties expressly prescribed by Applicable Laws. Beside those warranties, SafeDNS provides no warranty, undertaking, indemnity whatsoever and makes no representation of any kind (whether express or implied) with respect to the Products, in particular:

13.1.1 as to their quality or fitness for a particular purpose or as to non-infringement;

13.1.2 that the Products will identify or disable any harmful software, viruses or components;

13.1.3 that the Products will not produce false positive results;

13.1.4 that Updates will be supplied with respect to all harmful software, viruses or components;

13.1.5 that Updates will be supplied with respect to all kinds of spam messages;

13.1.6 that the Products will meet the Partner's or End Users' requirements; and

13.1.7 that the Products will be free from errors and/or operate without interruption.

13.2 Subject to clause 13.5, and to the extent permitted by Applicable Laws, the overall liability of SafeDNS to the Partner hereunder shall be limited to the greater of 1000 USD (or an equivalent in local currency) or the amounts paid by the Partner to SafeDNS under this Agreement in the preceding calendar year.

13.3 Notwithstanding clause 13.3, but subject to clause 13.4, and to the extent permitted by Applicable Laws, SafeDNS shall not be liable to the Partner for any claim for damage to, or loss of or costs in respect of any consequential, incidental or resulting damages, any loss of profit, revenues, goodwill, business opportunities or economic loss (in each case whether the loss is direct or indirect) or any claims made by End Users against the Partner.

13.4 Notwithstanding anything to the contrary herein SafeDNS' liability to the Partner for death or personal injury caused by SafeDNS by negligence and for fraud shall not be limited, including where such acts or omissions were attributable to SafeDNS, its employees or agents.

13.5 This Clause 13 shall survive termination of this Agreement.

14. MISCELLANEOUS

14.1 Amendments. This Agreement constitutes the entire scope of arrangements reached by the parties in relation to its subject matter, and supersedes all previous agreements between the parties relating to its subject matter. Except as provided by Clause 14.2, any amendment to this Agreement will be valid if made in writing and signed by authorized representatives of the parties.

14.2 SAFEDNS RESERVES THE RIGHT TO MODIFY THE PRODUCTS, THE PRICE LIST AND THE TERMS AND CONDITIONS HEREOF (INCLUDING, WITHOUT LIMITATION, COMMERCIAL TERMS) AT ANY TIME ON A UNILATERAL BASIS BY PRIOR NOTICE. Such notice includes, but is normally not limited to, publication at https://www.safedns.com and/or sending information to Partner representatives by email. Following receipt of the notice, the Partner may terminate the Agreement within thirty (30) calendar days if the Partner does not agree with prospective amendments. Failure to terminate within such period shall mean that the Partner has expressly and irrevocably accepted all the amendments set

forth in the notice, this acceptance taking effect immediately upon expiry of the thirty (30) calendar days' period mentioned above.

14.3 Regulatory Requirements.

The Partner:

14.3.1 agrees that when reselling and distributing the Products it will act in accordance with all Sanctions and Export Control Laws and will make sure that its personnel acts in accordance with the same;

14.3.2 represents and warrants that neither Partner nor any party that owns or controls, or is owned or controlled by, Partner is (i) ordinarily registered in, located in, or organized under the laws of any country or region subject to economic or financial sanctions or trade embargoes imposed, administered, or implemented by the European Union, the United Kingdom, or the United States; (ii) an individual or entity included to the Consolidated List of Persons, Groups, and Entities Subject to European Union Financial Sanctions; the U.S. Department of the Treasury's List of Specially Designated Nationals and Blocked Persons or Foreign Sanctions Evaders List; the U.S. Department of Commerce's Denied Persons List or Entity List; or any other sanctions or restricted persons lists maintained by the European Union, the United Kingdom, or the United States; or (iii) targeted or subject of any Sanctions and Export Control Laws in any other respect;

14.3.3 represents and warrants that it will not export, re-export, transfer, or otherwise make available the Products, directly or indirectly, to any country, region, individual or entity mentioned in Clause 14.3.2 and that it will not do so in breach of, or for any purposes prohibited by, Sanctions and Export Control Laws,

14.4.4. represents and warrants that it has introduced adequate policies, procedures, and controls to comply, and cause compliance, with Clause 14.3.3;

14.3.5 agrees that it will make its best efforts to ensure that any End User acts in conformity with Clauses 14.3.3 and 14.3.4, including, but not limited to, by making End Users to agree to comply with these Clauses;

14.3.6 understands and agrees that SafeDNS shall not be obliged to provide any Updates, Upgrades, or services with respect to the Products where the provision of such Updates, Upgrades, or services, in the sole judgment of SafeDNS, may lead to breaches of Sanctions and Export Control Laws;

14.3.7 agrees to notify SafeDNS promptly if Partner finds out that it or any of its personnel may have breached any Sanctions and Export Control Laws in connection with reselling and distributing the Products or if it finds out that any Product that it sold, directly or indirectly, to an End User has been exported, re-exported, transferred, or otherwise made available in breach of Clause 14.3.3;

14.3.8 agrees to notify SafeDNS in commercially reasonable time and manner (if this Agreement does not specifically state otherwise) if Partner receives any governmental communication or becomes aware of Sanctions and Export Control Laws with respect to the Products;

14.3.9 agrees that while information about export classification of the Products can be found at https://www.safedns.com and SafeDNS will make reasonable efforts to maintain information published on this website, Partner will have to ensure its own compliance with all applicable Sanctions and Export Control Laws, if necessary, by consulting a knowledgeable lawyer;

14.3.10 agrees that if sale, supply, export, re-export or transfer of all Products or any part thereof hereunder requires SafeDNS to procure or use any export license, it will provide promptly to SafeDNS upon request all requisite assistance and documentation including, as may be necessary, an accurately completed End User or consignee undertaking;

14.3.11 agrees that it will be its sole responsibility to comply with all requirements of the authorities in all jurisdictions to which the Products will be supplied with a view to obtain a license, registration or other authorization for the sale, supply, import, re-export, transfer, use, disclosure or transport of the Products;

14.3.12 agrees that it will indemnify and hold SafeDNS harmless from and against any claim, loss, liability or damage suffered or incurred by SafeDNS in connection with a breach of this Clause 14 by the Partner, and that breach of this Clause may lead to this Agreement being immediately terminated. Further details can be found at https://www.safedns.com.

14.4 Conflicts. If there is any inconsistency between this Agreement and the Commercial Terms, the provisions of this Agreement shall prevail.

14.5 Non-exclusive nature of Remedies. The rights and remedies contained herein do not invalidate any other rights or remedies.

14.6 No waiver. The failure to use or delay in using a right or remedy hereunder shall not constitute a waiver of the right or remedy nor of any other rights or remedies.

14.7 Notices. If either party needs to deliver notice to the other, it shall do so in writing and send the notice either by courier, fax or certified pre-paid post to the address given for the other party or, if sent by email, with paper confirmation sent by certified pre-paid post. Notices sent in this way shall be effective on delivery if delivered by courier, on successful transmission if sent by fax, 48 hours after posting if sent by post, or on receipt if sent by email.

14.8 Severance. If any provision hereof shall be determined by any court or competent authority to be illegal, invalid and/or unenforceable then SafeDNS will replace such provision with similar terms enforceable under Applicable Law. In this case, all other provisions hereof shall remain in full force and effect.

14.9 Further assurance. Each party shall do, execute and perform such further acts, deeds and documents as may from time to time be required to give full legal and practical effect hereto. Each party shall make all reasonable efforts at its own expense to ensure that any relevant third parties shall do, execute and perform such further acts, things, documents as may from time to time be required to give full legal and practical effect hereto.

14.10 Assignment. The Partner may not assign this Agreement without the prior written consent of SafeDNS.

14.11 Rights of third parties. A person who is not a party hereto shall not be eligible to enforce this Agreement or any part hereof. By executing this Agreement, the parties do not intend to create rights for any third parties.

14.12 Anti-Corruption. The Partner shall at all times comply with Applicable Laws concerning anti-bribery and anti-corruption (including but not limited to the United States Foreign Corrupt Practices Act 1977 and the United Kingdom Bribery Act 2010) with respect to all dealings, negotiations, arrangements or other contacts with customers and End Users including potential customers and End Users, employees, agents and subcontractors of the above entities.

14.13 Language. In case of any inconsistencies between the English language version hereof and its version in any other language, the English language version shall prevail.

14.14 Certifications. Upon SafeDNS' request, Partner agrees to issue a certificate for SafeDNS confirming its compliance herewith or any Clause hereof. Failure to issue such a certificate within thirty (30) days after Partner receives a SafeDNS' request to this effect may lead to this Agreement being immediately terminated.

14.15 Record-keeping. Partner shall maintain accurate and clear records for five (5) years from the date of any transaction undertaken hereunder. Partner shall provide SafeDNS with information that the SafeDNS may reasonably request with a view to verify compliance to the terms hereof. Failure to provide such information within thirty (30) days of SafeDNS' request may lead to this Agreement being immediately terminated.

15. GOVERNING LAW AND JURISDICTION

This Agreement shall be governed by and construed in accordance with the US laws and laws of Commonwealth of Virginia. Any dispute, which may arise out of, under, or in connection herewith shall be subject to non-exclusive jurisdiction of the US courts and courts of Commonwealth of Virginia.