



MANAGED SECURITY SERVICE PROVIDER AGREEMENT

THIS MANAGED SECURITY SERVICE PROVIDER AGREEMENT IS ENTERED INTO BETWEEN SECURONIX, INC. (“SECURONIX”) AND YOUR ORGANIZATION (“PARTICIPANT”) AS OF THE EFFECTIVE DATE (DEFINED BELOW) (“AGREEMENT”) AND GOVERNS PARTICIPANT’S PROVISION, USE AND RESALE OF THE SECURONIX SERVICES TO END CUSTOMERS OF PARTICIPANT, PURSUANT TO ONE OR MORE ORDERS.

THE INDIVIDUAL ACCEPTING THIS AGREEMENT ON BEHALF OF THE CUSTOMER REPRESENTS THAT THEY HAVE THE AUTHORITY TO BIND CUSTOMER TO THIS AGREEMENT.

BY EXECUTING THIS AGREEMENT, CLICKING A BOX INDICATING ACCEPTANCE OR EXECUTING AN ORDER FORM THAT REFERENCES THIS AGREEMENT, PARTICIPANT AGREES TO THE TERMS OF THIS AGREEMENT.

This Agreement may be updated from time to time, and the current version will be posted at <https://www.securonix.com/master-software-as-a-service-agreement/>. Participant may be required to click to accept or otherwise agree to the modified Agreement before renewing a Subscription Term or upon the effective date of a new Order. In the event of any inconsistency between the terms of an Order and the Agreement, the terms of the Order will govern. Capitalized terms have the definitions set forth below.

1. Definitions.

- 1.1. “**Affiliates**” means with respect to each party, an entity that controls, is controlled by, or is under common control with such party. For purposes of this definition, “control” means the beneficial ownership of more than fifty percent (50%) of the voting power or equity in an entity. An entity will be deemed to be an “Affiliate” only for so long as such control exists.
- 1.2. “**Confidential Information**” means any information that one party (the “Disclosing Party”) provides to the other party (the “Receiving Party”) in connection with this Agreement, whether orally or in writing, that is designated as confidential or that reasonably should be considered to be confidential given the nature of the information and/or the circumstances of disclosure.
- 1.3. “**Documentation**” means the operator and user manuals, training materials, specifications, minimum system configuration requirements, compatible device and hardware list and other similar materials in hard copy or electronic form (including materials found at <http://documentation.securonix.com>) as provided by Securonix to Participant relating to the Securonix Services, which may be updated by Securonix from time to time.
- 1.4. “**End Customer**” means the final purchaser that has acquired the Securonix Services for its own internal use and not for resale, including any Service Provider Service.
- 1.5. “**End Customer Agreement**” means the end user agreement for use of the Securonix Services and that must be accepted by the End Customer prior to use. The End Customer Agreement may be updated from time to time, and the current version will be posted at <https://www.securonix.com/master-software-as-a-service-agreement/>. End Customer may be required to click to accept or otherwise agree to the modified End Customer Agreement, and in any event continued use of any Securonix Service after the updated version of the Agreement goes into effect will constitute End Customer’s acceptance of such updated version.
- 1.6. “**Entitlements**” means the limits, volume, or other measurement or conditions of permitted use for the applicable Securonix Service as set forth in the applicable Order.
- 1.7. “**Existing Customers**” are potential End Customers that are currently customers of Securonix or have been customers of Securonix within one hundred and twenty (120) days of Participant’s intent to offer Service Provider Services.
- 1.8. “**Intellectual Property Rights**” means patent rights, trademarks, inventions, copyrights, trade secrets, know-how, data and database rights, design rights, mask work rights, and any other intellectual property rights recognized in any country or jurisdiction in the world.
- 1.9. “**Order**” means a mutually executed order form or other mutually agreed upon ordering document which references this Agreement and sets forth the applicable Securonix Services and Professional Services to be provided by Securonix.
- 1.10. “**Participant Applications**” means applications developed by Participant for use with the designated Securonix Services and distributed by Participant solely for use with the designated Securonix Service.
- 1.11. “**Participant Content**” means Participant Applications, Participant threat models, and any information, data, or materials that Participant transmits, or that is transmitted by a third party on Participant’s behalf, to the Securonix Services.
- 1.12. “**Partner Portal**” means the Securonix Partner Program portal which Securonix shall provide Participant access to after execution of this Agreement.

- 1.13. **“Professional Services”** means the implementation, installation, configuration, consulting, and/or other professional services, if any, to be provided by Securonix to Participant in accordance with a mutually executed Statement of Work, which will be executed separately between the parties. Each Statement of Work is hereby incorporated into and governed by this Agreement by reference. Professional Services shall not include the Securonix Services.
- 1.14. **“Program”** means the Securonix Managed Security Service Provider Program, which is part of the Securonix Elevate Program, pursuant to the Program Elements.
- 1.15. **“Program Elements”** is the written guide that describes the then-current participation criteria (including required certifications and training), benefits, policies, package levels, and discounts for the Program, as provided in the Partner Portal.
- 1.16. **“Securonix IP”** means the Securonix Services, the underlying Software provided in conjunction with the Securonix Services, source code, threat models, use cases, behavior models, machine learning models, dashboards, algorithms, rulesets, report interfaces, technology, databases, tools, know-how, processes and methods used to provide or deliver the Securonix Services or any Professional Services (including any and all deliverables), and Documentation and System Data, all improvements, bug-fixes, extensions, updates, modifications or enhancements to, or derivative works of, the foregoing (regardless of inventorship or authorship), and all Intellectual Property Rights in and to any of the foregoing. For clarity, there will be no work product or works-made-for-hire created under this Agreement, any Order or any Statement of Work.
- 1.17. **“Securonix Partner”** means an authorized reseller, distributor or other partner of Securonix, and includes an online or electronic marketplace operated or controlled by a third party where Securonix has authorized the marketing and distribution of its Securonix Services.
- 1.18. **“Securonix Services”** means the products and/or services subscribed to by Participant under an Order and made available by Securonix, as described in the Order or the Documentation. Securonix Services exclude Professional Services.
- 1.19. **“Service Provider”** means Participant when acting as a third-party service provider contracted by an End Customer (that is not an Affiliate of Participant) to provide Service Provider Services to that End Customer.
- 1.20. **“Service Provider Services”** means services provided by Participant using Securonix Services for managing or augmenting the information technology functions of other companies for a fee, such as, but not limited to, outsourcing, hosting, IaaS, PaaS, SaaS, or BPaaS, remote network management, security monitoring, log management, patch management, remote data back-up, and application services such as load testing, quality testing, regression testing, or performance testing.
- 1.21. **“SOC Locations”** means Participant’s Security Operations Center locations as provided to Securonix in the form listed in Attachment 1.
- 1.22. **“Software”** means a specific and unique instance of the Securonix software product that is made available to Participant as a Service or a part thereof and includes any new releases or maintenance and support updates to such software as Securonix makes generally commercially available during the applicable Subscription Term.
- 1.23. **“Statement of Work”** or **“SOW”** means a statement of work mutually agreed upon between the parties for Professional Services which shall be governed by this Agreement.
- 1.24. **“Support Services”** means the support services provided by Securonix with respect to each applicable Service, as described at <https://www.securonix.com/securonix-services-support-terms/>.
- 1.25. **“Subscription Term”** means the period of time during which Participant is authorized to access the relevant Securonix Services, as specified in the applicable Order.
- 1.26. **“Territory”** means the regions identified on the cover page.

2. Managed Security Service Provider Program.

- 2.1. **Overview.** This Agreement allows Participant to participate in the Program, under which Participant will be permitted to deliver Participant-branded Service Provider Services solely within the Territory, to End Customers, subject to Participant’s and End Customer’s compliance with the applicable terms in the then current End Customer Agreement.
- 2.2. **Participant Qualifications.** Securonix shall, in its sole discretion, determine if the Participant meets the minimum criteria required for participation in the Program as set forth in the Partner Portal. Participant’s failure to meet the minimum criteria as set forth in the Partner Portal will constitute a material breach by Participant and Securonix may terminate this Agreement for cause pursuant to Section 7.2 (“Termination of the Agreement”) herein. Notwithstanding the above, Participant shall remain liable for all fees committed during the Term prior to the effective date of termination.
- 2.3. **MSSP Orders.** Participant must place Orders under this Agreement in accordance with the Program to qualify participation in the Program. The minimum annual commitment made by Participant will determine Participant’s “Partner Level” as defined in the Program. Each Order shall specify the committed Entitlements at the relevant package level. Participant may then allocate Entitlements to one or more of Participant’s End Customers for the purpose of providing such End Customers with Service Provider Services.

- 2.4. End Customers.** Participant shall provide the following information to Securonix for each End Customer prior to onboarding, and upon any subsequent amendment and/or renewal: (a) End Customer name; (b) Securonix Services (including the package level) procured by End Customer; (c) Subscription Term of Securonix Services; and (d) estimated Entitlement usage. For each End Customer, Participant shall provision each End Customer tenant in accordance with the process outlined in the Partner Portal. Further, Participant shall notify Securonix when each End Customer's Subscription Term terminates, and Participant shall decommission such End Customer's tenant(s) in accordance with the process outlined in the Partner Portal on or before such termination date.
- 2.5. No Endorsement.** Securonix does not endorse, approve, recommend, warrant, or guarantee Service Provider Services, and Participant shall not make any representations or other statements to its End Customers or other third parties to the contrary.
- 2.6. Non-Exclusivity.** The relationship between the parties is non-exclusive. Each party may enter into the same or similar relationships with third parties and may market, promote, license, and sell products and services utilizing their own products and services, or market, promote, and sell products and services using offerings that might compete with the other party.
- 2.7. Intent.** The intent of this Agreement is to allow Participant to provide Service Provider Services utilizing Securonix Services to End Customers who are not Existing Customers of Securonix. Participant may not market the Service Provider Services to Existing Customers of Securonix.
- 2.8. Additional Requirements.** Participant agrees to the following:
- 2.8.1.** Participant may authorize its End Customers to access and use the Securonix Services solely for the purpose of receiving the Service Provider Services; and
 - 2.8.2.** Participant must, at all times, comply with the terms and conditions of this Agreement and the then-current Program Elements; and
 - 2.8.3.** Participant is solely responsible for the delivery and results of the Service Provider Services it provides to End Customers; and
 - 2.8.4.** Participant may not use any Securonix trademarks, service marks, branding, logos, or other insignia without express written permission from Securonix.
- 3. License Grant; Restrictions.**
- 3.1. License Grant.** Subject to the terms and conditions of this Agreement and the applicable Order (including payment of applicable fees), Securonix hereby grants to Participant, during the Term (as defined below), a non-exclusive, non-transferable, non-sublicensable, revocable, limited license to use the Securonix Services to deliver Service Provider Services to End Customers who are subject to the terms of the End Customer Agreement. The End Customer Agreement shall control and govern each End Customer's use of the Securonix Services, and each End Customer will be subject at all times to the End Customer Agreement, including without limitation, any and all restrictions set forth therein.
- 3.2. Restrictions.** Participant shall be permitted to use any Securonix Services for its internal use, subject to the applicable Order between Participant and Securonix. Participant will not at any time and will not permit any third-party (including, without limitation, End Customers) to, directly or indirectly: (i) use the Securonix Services in any manner beyond the scope of rights expressly granted in this Agreement; (ii) modify or create derivative works of the Securonix Services, Software, or Documentation, in whole or in part; (iii) reverse engineer, disassemble, decompile, decode or discover source code, object code or underlying structures, ideas or algorithms or otherwise attempt to derive or gain improper access to any software component of the Securonix Services and Software, in whole or in part; (iv) use the Securonix Services or Documentation 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 any applicable law; (v) the Securonix Services, Software, for timesharing or service bureau purposes; (vi) interfere with, or disrupt the integrity or performance of, the Securonix Services or any data or content contained therein or transmitted thereby; (vii) access or search the Securonix Services (or download any data or content contained therein or transmitted thereby) through the use of any engine, software, tool, agent, device or mechanism other than Software or Securonix Services features for use expressly for such purposes; or (viii) use the Securonix Services or Documentation or any other Securonix Confidential Information for benchmarking or competitive analysis with respect to competitive or related products or services, or to develop, commercialize, license or sell any product, service or technology that could, directly or indirectly, compete with the Securonix Services.
- 4. Support Services.** Support Services will be provided by Securonix to Participant. Participant is solely responsible for providing to End Customers all technical support for the Service Provider Services, including the Securonix Services. Any Support Services included or procured with Securonix Services is provided for the sole benefit of Participant. Participant shall not extend access to any Support Services to End Customers.

5. Professional Services. If requested by Participant, Securonix may provide Professional Services to Participant in accordance with a mutually executed Statement of Work, which will be executed separately between the parties. Each Statement of Work is hereby incorporated into and governed by this Agreement by reference. The fees and expenses associated with the performance of the Professional Services will be as set forth in the Statement of Work. Payment of fees and expenses will be due in accordance with Section 6.2 (“Payment”) of this Agreement or as set forth in the Statement of Work.

6. Fees; Payments; Usage.

6.1. Fees. The fees for Securonix Services are as set forth in the Securonix Partner Portal, and will be reflected in the applicable Order or SOW.

6.2. Payment. During the Term, Securonix will invoice Participant in accordance with the applicable Order or SOW, and Participant will pay all amounts set forth on any such invoice no later than thirty (30) days from the invoice date in accordance with the terms in the applicable Order or SOW (“Fees”) in U.S. currency. Participant is responsible for all fees invoiced under this Agreement, regardless of any late or non-payment to Participant by End Customers for Service Provider Services. If Participant fails to make any payment when due, late charges will accrue at the rate of 1.5% per month or, if lower, the highest rate permitted by applicable law. Participant will reimburse Securonix for all reasonable costs and expenses incurred (including reasonable attorneys’ fees) in collecting any late payments or interest. Participant’s obligation to pay all accrued charges shall survive the expiration or termination of this Agreement.

6.3. Taxes. The fees required to be paid hereunder do not include any amount for taxes, duties, or import/export fees. Participant shall reimburse Securonix and hold Securonix harmless for all sales, use, VAT, excise, property, or other taxes or levies, duties, or import/export fees that Securonix is required to collect or remit to applicable tax authorities (including any interest or penalties thereon). Unless Participant provides Securonix a valid exemption certificate from the applicable taxing authority, Participant shall pay to Securonix or its agents the amount of any such tax. When providing Service Provider Services to End Customers, Participant is the owner of the services, and thus Securonix will assess any applicable sales, use, VAT, and similar taxes at the invoicing for orders placed by Participant. Any withholding taxes that may be applicable from time to time will be deducted from the payment due. The balance amount shall be remitted as provided herein. The withholding tax certificate and/or transaction based report, as applicable, to any non-resident deductee will be issued at a minimum on an annual basis.

6.4. Overage. Participant is entitled to use, and to provide for the benefit of its End Customers, the Securonix Services subject to the Entitlements in the applicable Order. Securonix will monitor Participant’s use of the Securonix Services on a monthly basis in order to ensure that such usage complies with the Entitlements. If Participant exceeds its usage limit, Participant will execute an Order for additional quantities of the applicable Securonix Services promptly upon Securonix’s request, and/or pay any invoice for excess usage at the overage rates set forth in the applicable Order, or if not set forth in the Order, at Securonix’s then-current overage rates in accordance with this “Fees; Payments; Usage” section. If Participant’s usage continues to exceed the Entitlements and Participant’s payment for such overuse is not received in a timely fashion, Securonix shall terminate or suspend Participant’s use of such Securonix Services in accordance with Section 7.3 (“Suspension”) below. In parallel, Securonix may work with Participant to seek to reduce Participant’s usage so that it complies with the Entitlements.

6.5. Orders Placed through Securonix Partner. Participant may procure Securonix Services through a Securonix Partner pursuant to a separate agreement between Participant and the Securonix Partner. To the extent Participant places the Order through a Securonix Partner, the terms in this “Fees; Payment; Usage” section and the Order related to fees, payment, taxes and other related terms shall be between Participant and the Securonix Partner, including any fees accrued for excess usage pursuant to Section 6.4 (“Overage”) herein, which will be processed through such Securonix Partner. Securonix will be obligated to provide the Securonix Services to Participant in connection a purchase through a Securonix Partner only to the extent Securonix and the Securonix Partner have executed an order form and remitted payment for such purchase. Participant acknowledges and agrees that, solely in connection with the purchase by Participant through a Securonix Partner: (a) Securonix may share information with the Securonix Partner related to Participant’s and Participant’s End Customers’ use of the Securonix Services; (b) this Agreement governs Participant’s use of the Securonix Services, notwithstanding anything to the contrary in any agreements between Participant and the Securonix Partner; and (c) the Securonix Partner is not authorized to make any changes to this Agreement or otherwise authorized to make any warranties, representations and commitments on behalf of Securonix.

7. Term; Termination; Suspension.

7.1. Term. The term of this Agreement begins on the Effective Date and shall continue until the stated term in all Orders have expired or have otherwise been terminated (“Term”). A Subscription Term shall continue until expiration or termination as defined in an Order or as permitted by this Agreement. Except as otherwise

specified in an Order, subscription to the Securonix Services will automatically renew for additional terms equal to the expiring Subscription Term, unless and until either party gives the other notice of non-renewal at least ninety (90) days prior to the end of the then-current Subscription Term. Notwithstanding anything to the contrary, any renewal in which the Entitlements or subscription length for any Securonix Services has decreased from the prior Subscription Term will result in re-pricing at renewal without regard to the prior Subscription Term's per-unit pricing.

7.2. Termination of the Agreement. Either party may terminate this Agreement for cause (a) upon thirty (30) days written notice to the other party of a material breach if such breach remains uncured at the expiration of such period, or (b) the other party becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors. In order for Participant to exercise the termination rights hereunder, Participant must notify Securonix of its intent to terminate within thirty (30) days of the event giving rise to such termination right. For the avoidance of doubt, any nonpayment will be deemed a material breach of this Agreement.

7.3. Suspension.

7.3.1. Securonix may, at its discretion, terminate or suspend access to or use of the Securonix Services if Participant is in default with any payment obligations.

7.3.2. In addition to the termination rights set forth herein, Securonix reserves the right to suspend Participant's access to or use of the Securonix Services if Securonix reasonably believes that Participant's use of the Securonix Services represents an imminent threat to Securonix's network and/or is likely to cause harm to Securonix or a third party. In such cases, Securonix will (i) suspend such Securonix Services only to the extent reasonably necessary to prevent the anticipated harm; (ii) use its reasonable efforts to promptly contact Participant and give Participant the opportunity to promptly resolve the issues causing suspension of the Securonix Services; and (iii) reinstate any suspended Securonix Services immediately after such issues are resolved.

7.4. Effect of Termination. Upon expiration or termination of this Agreement, Participant will (a) cease to be an authorized Participant in the Program and have no right to use the Securonix Services or deliver Participant-branded Service Provider Services; (b) cease use of and destroy any and all copies of Securonix Confidential Information in its possession or control and provide Securonix with written certification of such cessation and destruction; and (c) immediately pay Securonix any amounts then due and outstanding. No expiration or termination will affect Participant's obligation to pay all fees that may have become due or that have otherwise accrued through the effective date of expiration or termination or will entitle Participant to any refund.

8. Intellectual Property Ownership. Subject to the limited rights expressly granted hereunder, Securonix reserves and, as between the parties will solely own, the Securonix IP and all rights, title and interest in and to the Securonix IP. No rights are granted to Participant hereunder (whether by implication, estoppel, exhaustion or otherwise) other than as expressly set forth herein. Participant shall retain sole and exclusive right, title, and interest to the Service Provider Services and the Intellectual Property Rights in and to all aspects of the Service Provider Services (including the technology underlying or related to its Service Provider Services and any modifications or derivative works thereof, but excluding Securonix Services and Securonix's IP).

9. Confidentiality.

9.1. Protection. The Receiving Party will: (a) not disclose to any third party or cause to be disclosed any of the Disclosing Party's Confidential Information unless authorized in writing by the Disclosing Party; (b) refrain from using the Disclosing Party's Confidential Information except to the extent authorized under this Agreement; and (c) preserve and protect the confidentiality of the Disclosing Party's Confidential Information with the same degree of care the Receiving Party uses to protect its own Confidential Information, but in no event less than reasonable care.

9.2. Exceptions. Confidential Information will not include information that is: (a) publicly available through no fault of the Receiving Party; (b) otherwise known to the Receiving Party through no wrongful conduct of the Receiving Party and without confidentiality restrictions; (c) disclosed to the Receiving Party by a third party who had the right to make such disclosure without any confidentiality restrictions; or (d) independently developed by the Receiving Party without access to, or use of, the Disclosing Party's Confidential Information.

9.3. Approved and Required Disclosures. The Receiving Party will be allowed to disclose Confidential Information of the Disclosing Party without violating its obligations herein to the extent that such disclosure is: (a) approved in writing by the Disclosing Party; (b) necessary for the Receiving Party to enforce its rights under this Agreement; or (c) required by applicable law or by the order of a court or similar judicial or administrative body, provided that the Receiving Party notifies the Disclosing Party of such required disclosure promptly and in writing and cooperates with the Disclosing Party, at the Disclosing Party's reasonable request and expense, in any lawful action to contest or limit the scope of such required disclosure.

9.4. Term. Each party's obligations of non-disclosure with regard to Confidential Information are effective as of the Effective Date and will expire three (3) years from the date first disclosed to the Receiving Party; provided,

however, with respect to any Confidential Information that constitutes a trade secret (as determined under applicable law), such obligations of non-disclosure will survive the termination or expiration of this Agreement for as long as such Confidential Information remains subject to trade secret protection under applicable law.

- 9.5. Return.** The Receiving Party will destroy all Confidential Information of the Disclosing Party in the Receiving Party's possession or control within a reasonable period of time following the written request of the Disclosing Party. At the Disclosing Party's request, the Receiving Party will certify in writing that it has fully complied with its obligations under this Section.

10. Indemnity.

10.1. Participant Indemnity. Participant will defend at its own expense any claim, suit or proceeding brought by a third party against Securonix, or its Affiliates, or their respective officers, directors, employees or contractors (each a "Securonix Indemnified Party"), and will indemnify and hold harmless each Securonix Indemnified Party from and against any damages and costs (including reasonable attorneys' fees), incurred by such Securonix Indemnified Party in any such claim or action, to the extent that the action is based on: (a) allegations that the Service Provider Services, Participant Applications, Participant Content, or Participant's activities in connection with the services hereunder violate any applicable law or infringe or misappropriate any Intellectual Property Rights of any third party; and (b) Excluded Claims (defined in Section 10.2, below). Furthermore, Participant is solely responsible for the delivery and results of the Service Provider Services it provides to End Customers and will be responsible for all costs and expenses to defend Securonix against all claims and lawsuits in any form brought by Participant's End Customers or any other third party against Securonix arising out of Participant's unauthorized use of the Securonix Services or breach of its own contractual obligations to End Customer with respect to the delivery of the Service Provider Services.

10.2. Securonix Indemnity. Securonix will defend Participant against any claim, suit or proceeding brought by a third party (each a "Claim") alleging that Participant's use of the Securonix Services infringes or misappropriates such third party's Intellectual Property Rights, and will indemnify and hold harmless Participant against any damages and costs awarded against Participant or agreed in settlement by Securonix (including reasonable attorneys' fees) resulting from such Claim. Securonix's obligations under this Section 10.2 will not apply if the underlying Claim arises from or as a result of: (a) Participant's breach of this Agreement, negligence, willful misconduct or fraud; (b) any Participant Content or Service Provider Services; (c) Participant's failure to use any enhancements, modifications, or updates to the Securonix Services that have been provided by Securonix; (d) modifications to the Securonix Services by anyone other than Securonix; or (e) combinations of the Securonix Services with software, data, or materials not provided by Securonix (collectively, the "Excluded Claims"). If Securonix reasonably believes the Securonix Services (or any component thereof) could infringe any third party's Intellectual Property Rights, Securonix may, at its sole option and expense use commercially reasonable efforts to: (x) modify or replace the Securonix Services, or any component or part thereof, to make it non-infringing; (y) procure the right for Participant to continue use; or (z) terminate this Agreement, in its entirety or with respect to the affected component, by providing written notice to Participant and refunding the pro-rata amounts pre-paid to Securonix by Participant from the date Participant ceases use of the Securonix Services. The rights and remedies set forth in this Section 10.2 will constitute Participant's sole and exclusive remedy for any infringement or misappropriation of Intellectual Property Rights in connection with the Securonix Services.

10.3. Indemnification Procedures. The party seeking defense and indemnity (the "Indemnified Party") will promptly (and in any event no later than thirty (30) days after becoming aware of facts or circumstances that could reasonably give rise to any Claim) notify the other party (the "Indemnifying Party") of the Claim for which indemnity is being sought and will reasonably cooperate with the Indemnifying Party in the defense and/or settlement thereof. The Indemnifying Party will have the sole right to conduct the defense of any Claim for which the Indemnifying Party is responsible hereunder (provided that the Indemnifying Party may not settle any Claim without the Indemnified Party's prior written approval unless the settlement is for a monetary amount, unconditionally releases the Indemnified Party from all liability without prejudice, does not require any admission by the Indemnified Party, and does not place restrictions upon the Indemnified Party's business, products or services). The Indemnified Party may participate in the defense or settlement of any such Claim at its own expense and with its own choice of counsel or, if the Indemnifying Party refuses to fulfill its obligation of defense, the Indemnified Party may defend itself and seek reimbursement from the Indemnifying Party.

11. Warranty; Disclaimer.

11.1. Warranty. Each party warrants that (a) it has full power and authority to enter into and perform this Agreement, (b) the person signing this Agreement on such party's behalf has been duly authorized and empowered to enter into this Agreement, and (c) this Agreement is the legal, valid, and binding obligation of such party.

11.2. Services Warranty. Securonix warrants that during the applicable Subscription Term the Securonix Services shall perform materially in accordance with the applicable Documentation. Securonix shall use commercially reasonable efforts to correct any non-conforming Securonix Service. The remedy set forth in this subsection will be Participant’s sole remedy and Securonix’s entire liability for breach of this warranty unless the breach of warranty constitutes a material breach of this Agreement and Participant elects to terminate this Agreement in accordance with Section 7.2 entitled “Termination of the Agreement.” The warranty set forth in this subsection shall apply only if the applicable Securonix Service has been utilized in accordance with the Documentation, this Agreement and applicable law.

11.3. Professional Services Warranty. Securonix warrants that Professional Services will be performed in a good and workmanlike manner consistent with applicable industry standards. This warranty will be in effect for a period of five (5) days from the completion of any Professional Services, except as otherwise agreed to between the parties in the applicable Statement of Work for such Professional Services. As Participant’s sole and exclusive remedy and Securonix’s entire liability for any breach of the foregoing warranty, Securonix will promptly re-perform any Professional Services that fail to meet this limited warranty.

11.4. Disclaimer. EXCEPT AS EXPRESSLY SET FORTH HEREIN, THE SECURONIX SERVICES, PROFESSIONAL SERVICES AND OTHER SECURONIX IP ARE PROVIDED ON AN “AS IS” BASIS, AND SECURONIX MAKES NO WARRANTIES OR REPRESENTATIONS TO PARTICIPANT, ITS END CUSTOMERS, OR TO ANY OTHER PARTY REGARDING THE SECURONIX SERVICES, PROFESSIONAL SERVICES, SECURONIX IP, OR ANY OTHER SERVICES OR MATERIALS PROVIDED HEREUNDER. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, SECURONIX HEREBY DISCLAIMS ALL WARRANTIES AND REPRESENTATIONS, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, 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. WITHOUT LIMITING THE FOREGOING, SECURONIX HEREBY DISCLAIMS ANY WARRANTY THAT USE OF THE SECURONIX SERVICES OR PROFESSIONAL SERVICES WILL BE ERROR-FREE, BUG-FREE OR UNINTERRUPTED.

12. Limitation of Liability. IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES, OR ANY LOSS OF INCOME, DATA, PROFITS, REVENUE OR BUSINESS INTERRUPTION, OR THE COST OF COVER OR SUBSTITUTE SERVICES OR OTHER ECONOMIC LOSS, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, THE SECURONIX IP, OR THE PROVISION OF THE SECURONIX SERVICES, AND PROFESSIONAL SERVICES, WHETHER SUCH LIABILITY ARISES FROM ANY CLAIM BASED ON CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), EQUITY, STATUTE, STRICT LIABILITY OR OTHERWISE, AND WHETHER OR NOT SUCH PARTY WAS ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE. IN NO EVENT WILL EITHER PARTY’S LIABILITY FOR A CLAIM UNDER OR IN CONNECTION WITH THIS AGREEMENT, REGARDLESS OF THE FORM OF THE ACTION OR THE THEORY OF RECOVERY, EXCEED THE FEES ACTUALLY PAID BY PARTICIPANT TO SECURONIX IN THE TWELVE (12) MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO THE CLAIM.

13. Compliance with Laws; Export Restrictions and Controls.

13.1. Compliance with Law. Each party agrees to comply with all federal, state, and local laws and regulations.

13.2. Export Control. Export laws and regulations of the United States and any other relevant local export laws and regulations apply to the Securonix Services. Participant agrees that such export control laws govern Participant’s use of the Securonix Services (including any technical data) and any deliverables provided under this Agreement, and Participant agrees to comply with all such export laws and regulations (including “deemed export” and “deemed re-export” regulations). Participant agrees that no data, information, software programs, or materials resulting from Securonix Services (or direct product thereof) will be exported, directly or indirectly, in violation of these laws, or will be used for any purpose prohibited by these laws including, without limitation, nuclear, chemical, or biological weapons proliferation or development of missile technology.

13.3. U.S. Government Use. The Securonix Services, Software, and Documentation are “commercial computer software” and “commercial computer software documentation,” respectively, as such terms are used in FAR 12.212 and other relevant government procurement regulations. Any use, duplication, or disclosure of the Software or Documentation by or on behalf of the U.S. government is subject to restrictions as set forth in this Agreement.

13.4. Prohibited Sales. Participant hereby certifies that none of the Securonix Services or technical data supplied by Securonix under this Agreement will be sold or otherwise transferred to, or made available for use by or for, any end users located in or operating under the authority of any country identified in Supplement No. 1, Country Groups E:1 or E:2 to Part 740 of the EAR or any other country under embargo by the United States.

14. Governing Law; Jurisdiction.

- 14.1.** For Participants domiciled in the United States, Canada, Mexico, or a country in Central or South America or the Caribbean (the “Americas”), this Agreement will be governed by and construed in accordance with the laws of the State of Delaware without giving effect to any principles of conflict of laws that would lead to the application of the laws of another jurisdiction. ANY LEGAL ACTION OR PROCEEDING ARISING UNDER THIS AGREEMENT WILL BE BROUGHT EXCLUSIVELY IN THE FEDERAL OR STATE COURTS LOCATED IN DALLAS COUNTY, TEXAS AND THE PARTIES IRREVOCABLY CONSENT TO THE PERSONAL JURISDICTION AND VENUE THEREIN.
- 14.2.** For Participants domiciled outside the Americas, this Agreement will be governed by and construed in accordance with the laws of England and Wales. For such Participants, any legal action or proceeding arising under this Agreement shall be referred to and finally resolved exclusively by arbitration in London by a panel of one (1) arbitrator in accordance with the Arbitration Rules of the London Court of International Arbitration (“LCIA Rules”) for the time being in force, which rules are deemed to be incorporated by reference to this clause. English shall be the official language for the arbitration. The arbitrator shall be appointed jointly by both parties and if the parties cannot agree on the identity of the arbitrator within thirty (30) days of a request for arbitration, the arbitrator shall be selected in accordance with the LCIA Rules. The award rendered by the arbitrator shall be final and binding on the parties and may include costs, including a reasonable allowance for attorney/solicitors’ fees, and judgment thereon may be entered in any court having competent jurisdiction. Notwithstanding anything to the contrary in this Section, neither party will be required to arbitrate any dispute relating to actual or threatened (a) unauthorized disclosure of Confidential Information or (b) violation of Securonix’s proprietary rights. Either party will be entitled to receive in a court of competent jurisdiction injunctive, preliminary or other equitable relief, including court costs and fees of attorneys and other professionals, to remedy any actual or threatened violation of its rights.
- 14.3.** The parties expressly agree that neither the Uniform Computer Information Transactions Act (“UCITA”), nor the United Nations Convention for the International Sale of Goods will apply to this Agreement. Notwithstanding anything to the contrary in this Agreement, Securonix may seek injunctive or other relief in any state, federal, or national court of competent jurisdiction for any actual or alleged infringement of intellectual property or other proprietary rights of Securonix, its Affiliates, or any third party.

15. General Terms.

- 15.1. Entire Agreement.** This Agreement, together with the Orders, is the complete and exclusive agreement between the parties with respect to its subject matter and supersedes any and all prior or contemporaneous agreements, communications and understandings, both written and oral, with respect to its subject matter. The parties agree that any term or condition stated in Participant’s purchase order or in any other Participant order documentation is void. In the event of any conflict or inconsistency among the following documents, the order of precedence shall be: (1) the applicable Order between Securonix and Participant, (2) this Agreement, and (3) the Documentation. No modification, amendment or waiver of any provision of this Agreement will be effective unless in writing and signed by both parties hereto. Any failure to enforce any provision of this Agreement shall not constitute a waiver thereof or of any other provision.
- 15.2. Waiver.** Either party’s failure to enforce any provision of this Agreement will not constitute a waiver of future enforcement of that or any other provision. No waiver of any provision of this Agreement will be effective unless it is in writing and signed by the party granting the waiver.
- 15.3. Independent Contractors; No Third-Party Beneficiaries.** The parties are independent contractors. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary or employment relationship between the parties. There are no third-party beneficiaries of this Agreement.
- 15.4. Amendment; Severability.** This Agreement may only be amended by a written amendment signed by both parties, unless otherwise provided herein. If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, invalid or unenforceable, the provision will be modified by the court and interpreted so as best to accomplish the objectives and intent of the original provision to the fullest extent permitted by law, and the remaining provisions of this Agreement will remain in effect. If such construction is not possible, the invalid or unenforceable portion will be severed from this Agreement, but the remainder of the Agreement will remain in full force and effect.
- 15.5. Survival.** Those provisions which by their content are intended to, or by their nature would, survive the performance, termination, or expiration of this Agreement, shall survive termination or expiration of this Agreement.
- 15.6. Assignment; Subcontracting.** Neither party shall assign this Agreement or any of its rights or obligations hereunder without the prior written consent of the other party, and any such prohibited assignment shall be null and void. Notwithstanding the foregoing, (a) either party may assign this Agreement to any party that acquires all or substantially all of its related business by merger, sale of stock or assets, or a similar transaction, and (b) Securonix may subcontract its obligations hereunder to a third party, provided that



Securonix shall remain liable for any breach thereof. Notwithstanding the foregoing, Securonix may freely transfer, assign, or delegate its rights and duties under a Statement of Work to an Affiliate, subsidiary, or subcontractor.

- 15.7. Notices.** All notices shall be in writing and delivered: (a) for Participant, to the email address set forth on the relevant Order, Participant's website, or as otherwise provided by Participant to Securonix for the purpose of effectuating written notices; (b) for Securonix to legal@securonix.com; or (c) for either party, by overnight delivery service or by certified mail sent to the address published on the respective party's websites or the address specified on the relevant Order (attention: Legal Department), and in each instance will be deemed given upon receipt.
- 15.8. Force Majeure.** Neither party will be responsible for any failure or delay in the performance of its obligations under this Agreement (except for any payment obligations) due to causes beyond its reasonable control.
- 15.9. Publicity.** Participant agrees (a) that Securonix may identify Participant as a recipient of Securonix Services and use Participant's logo in sales presentations, marketing materials, and press releases, and (b) to develop a brief customer profile for use by Securonix for promotional purposes.
- 15.10. Counterparts.** This Agreement may be executed in one or more counterparts (including faxed or electronically scanned copies), each of which will be deemed one and the same original. Reproductions of this executed original (with reproduced signatures) will be deemed to be original counterparts of this Agreement, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.



ATTACHMENT 1

SOC LOCATIONS

MSSP Participant Name: **<MSSP Name>**

Please list out the SOC Locations:

SOC Name	Address	Country	Region