

# Abnormal Security

## Online Reseller Terms

**IMPORTANT:** THIS IS A LEGAL DOCUMENT; PLEASE READ IT CAREFULLY. THESE ONLINE RESELLER TERMS (“**TERMS**”), ANY ORDER ENTERED INTO FROM TIME-TO-TIME, AND THE DOCUMENTATION (TOGETHER THE “**AGREEMENT**”), AND THE CLOUD TERMS, FORM A BINDING CONTRACT BETWEEN ABNORMAL SECURITY CORPORATION, A DELAWARE CORPORATION, HAVING ITS PRINCIPAL PLACE OF BUSINESS AT 185 CLARA STREET, SUITE 100, SAN FRANCISCO, CA 94107 (“**ABNORMAL**”) AND THE ENTITY IDENTIFIED IN THE ELECTRONIC SIGNATURE INFORMATION FOR THESE TERMS (“**PARTNER**” (INDIVIDUALLY A “**PARTY**”, COLLECTIVELY THE “**PARTIES**”)).

BY CLICKING A BOX INDICATING YOUR ACCEPTANCE OF THESE TERMS (E.G., “I AGREE,” “ACCEPT TERMS,” “I UNDERSTAND AND AGREE”) OR SIMILAR BUTTON ON THE PARTNER PORTAL REGISTRATION PAGE, YOU REPRESENT THAT YOU: (1) HAVE THE AUTHORITY TO REPRESENT AND LEGALLY BIND SUCH ENTITY AND ITS AFFILIATES TO THESE TERMS; AND (2) HAVE READ, UNDERSTAND AND AGREE TO ALL PROVISIONS OF THESE TERMS. IF YOU DO NOT HAVE SUCH AUTHORITY, OR IF YOU DO NOT AGREE WITH THESE TERMS, YOU MUST NOT ACCEPT THESE TERMS. IF YOU DO NOT WISH TO ACCEPT THESE TERMS, THEN DO NOT APPLY FOR ENROLLMENT AS A PARTNER, REGISTER WITH, ACCESS MATERIALS OF, OR OTHERWISE PARTICIPATE IN THE ABNORMAL PARTNER PROGRAM.

FOLLOWING ACCEPTANCE BY THE PARTNER, THESE TERMS ARE SUBJECT TO APPROVAL BY ABNORMAL, INCLUDING PARTNER’S MEETING OF ABNORMAL’S REQUIREMENTS FOR QUALIFICATION. ABNORMAL MAY REJECT THESE TERMS PRIOR TO APPROVAL. THE EFFECTIVE DATE OF THESE TERMS IS THE DATE OF ABNORMAL’S ACCEPTANCE (THE “**EFFECTIVE DATE**”).

Abnormal reserves the right to amend these Terms from time-to-time, in whole or in part, in which case the updated Terms will supersede the prior version. Any changes to the Terms will be effective immediately for new partners and, for all other partners, any changes will be effective five (5) business days after the date of such changes.

In consideration of the mutual agreements contained herein and intending to be legally bound hereby, the Parties agree as follows:

**1. Overview.** These Terms permit Partner to market the Service and accept orders and payment for the Service from the Customer in the Territory. Abnormal will fulfill accepted orders by providing the Service and any support directly to Customer in accordance with the Cloud Terms during the applicable subscription term set forth in an Order (“**Subscription Term**”).

### **2. Partner Activities.**

**2.1. Offering of the Service.** Subject to all of the terms and conditions of this Agreement, Abnormal hereby grants Partner during the Term the right to market the Service to and accept orders for the Service from Customer in the Territory, but solely for use by such Customer: (a) without any right of redistribution or sharing, (b) subject to the Subscription Term, and (c) pursuant to the Cloud Terms. These rights may not be transferred or sublicensed by Partner. These Terms do not provide Partner with the right to access or use the Service for its own use or benefit. Partner acknowledges and agrees that

Abnormal's partner program may be updated by Abnormal from time-to-time in its sole discretion. Partner in its role as a reseller partner may have additional requirements in order to maintain its membership in the Abnormal partner program. Any rights not expressly granted herein are reserved by Abnormal.

**2.2. Provision of the Service.** The parties acknowledge and agree that Abnormal will operate the Service and provide the Service directly to each Customer and that nothing in this Agreement will be deemed to grant Partner the right to re-brand, re-frame, operate or otherwise control the Service. However, as to each Customer, Partner will be solely responsible for ongoing account-related activities such as billing, collecting fees, and refunds as further set forth in Section 3 (Pricing and Payment). Abnormal reserves the right to modify the Service at any time.

**2.3. Demonstration Use.** Abnormal will make available to Partner demonstration access of the Service without charge, for the sole purpose of Partner providing demonstrations and training to Customers (or prospects) ("**Demonstration Use**"). Demonstration Use is provided subject to Partner complying with the Cloud Terms and ceasing any such use upon notice from Abnormal. Partner is not permitted to resell or charge any fee for Demonstration Use nor allow any Customer to upload any real data or directly access the Service in connection with such Demonstration Use.

**2.4. Customer Terms; Enforcement.** Each Customer's use of the Service is governed under the Cloud Terms, and any additional Customer required passthrough terms set forth in the Order ("**Passthrough Terms**"). Partner will only resell the Service to Customer if: (i) Partner and Customer enter into a legally binding agreement that expressly references the Cloud Terms and any Passthrough Terms if applicable (the "**Customer Services Agreement**"); and (ii) Partner and Abnormal enter into an Order detailing the Service and the pricing, payment terms and fee structure applicable to such Customer. Partner will: (a) notify, within the Customer Services Agreement, Customer that the Service is subject to the Cloud Terms, and any Passthrough Terms if applicable, and that by placing an order, the Customer agrees to the Cloud Terms and any Passthrough Terms, (b) include a URL to the Cloud Terms and any Passthrough Terms in each quotation and order it issues to the Customer, and (c) not remove or obscure the Cloud Terms, interfere with its presentation or accept it (or otherwise register for the Service) on the Customer's behalf. Partner acknowledges and agrees and will ensure that each Customer acknowledges and agrees in its Customer Services Agreement, that the Service and the pricing for the Service (whether now existing or hereinafter developed) may change at any time. For clarity, Partner has no authority to negotiate the terms of the Cloud Terms. Abnormal has no obligations to Customer except as set forth in the Cloud Terms. Any additional or different terms set forth in the Customer Services Agreement will not be binding upon Abnormal and Partner will be solely liable for any claims arising from such unauthorized terms. Upon execution of the Customer Services Agreement and the applicable Order (as described in Section 3 (Pricing and Payment)), Abnormal will provision the Service for Customer. Upon Abnormal's request, Partner will provide Abnormal with a copy of the Customer Services Agreement. If Partner becomes aware of any unauthorized use of the Service or of any Customer failure to comply with the Cloud Terms or any Passthrough Terms, Partner will immediately notify Abnormal and at Abnormal's direction, use its best efforts to assist Abnormal in the enforcement of such terms. Partner is not otherwise a party to (except for any Demonstration Use) or responsible for enforcement of the Cloud Terms between Abnormal and Customer.

**2.5. General Restrictions.** Partner will not, and will not permit others to: (i) (a) register, or attempt to

register, any competing intellectual property rights to the Service, or (b) delete or tamper with any proprietary notices on or in the Service; (ii) conduct any benchmark tests or other evaluation of the Service without Abnormal's express prior written consent; (iii) provide access to, distribute, sell, use or sublicense the Service for any purposes other than those expressly set forth in this Agreement, including use on behalf of, or to provide any product or service to, third parties, or to develop a similar or competing product or service; (iv) modify, decompile, reverse-engineer, disassemble, or otherwise attempt, directly or indirectly, to obtain or seek to access non-public APIs to the Service or create source code for the Service; (v) use, distribute, copy, duplicate, or otherwise reproduce all or any part of the Service other than as permitted pursuant to this Agreement; (vi) modify or create derivative works of the Service, copy any element of or incorporate the Service into or with other products; or (vii) interfere with the operation of the Service, circumvent its access restrictions or conduct any security or vulnerability test of the Service; or (viii) transmit any viruses or other harmful materials to the Service.

**2.6. Non-Exclusivity.** These Terms do not grant any exclusivity to Partner and nothing in these Terms will be deemed to prohibit Abnormal from entering into any reseller, customer, services or other agreement with any other party during or after the Term.

### **3. Orders, Pricing and Payment.**

**3.1. Registration.** As an authorized reseller of the Service, Partner will be entitled to register opportunities for sale of the Service to Customers (each, a "**Partner Opportunity**"). Partner may register a Partner Opportunity via and subject to any terms and conditions set forth on the Partner Portal or any other method specified by Abnormal. The registration of a Partner Opportunity must be approved in writing by an Abnormal Sales Director (or above), in their sole discretion. If such approval is granted, then the Partner Opportunity will be considered a "**Registered Opportunity**" for the period and on the Deal Registration Conditions set forth in the Partner Portal.

**3.2. Partner Fees; Orders.** Partner will place orders for the Service under these Terms by delivering an Order or purchase order to Abnormal. No Order will be binding until executed by Abnormal and executed Orders are non-cancellable by Partner. In the event Partner issues a purchase order against, identifying, and matching the material terms of the Order, the Order will be considered binding and non-cancellable. At a minimum, each Partner purchase order must include information substantiating the Customer purchase order, including the Abnormal Order or quote number, the products and quantities purchased, purchase price to match the Order or quote, Customer name, delivery address, Customer purchase order number, date, and Territory. Partner is solely responsible for providing complete and accurate billing and contact information to Abnormal. During the Subscription Term, Abnormal will invoice Partner in advance for the commitment fee (as set forth in the applicable Order) for Customer's use of the Service. Partner may order Technical Services to be provided to Customer if set forth on an Order. Unless the Order provides otherwise, Abnormal invoiced charges are payable within 30 days of the invoice date. Partner payment obligations are non-cancelable and fees paid are non-refundable. Abnormal must receive written notice of any disputed charges from Partner within fifteen (15) days after the invoice date or Partner will be deemed to have waived the right to dispute fees. The Service is deemed accepted upon acceptance of these Terms and the execution of an applicable Order.

**3.3. Records and Validation.** Partner is responsible for providing complete and accurate billing and contact information to Abnormal and notifying Abnormal of any changes to such information. Abnormal

may conduct verification checks on the usage of the Service during the Subscription Term. If it is determined that the usage of the Service exceeds the baseline quantity stated in an applicable Order, the Parties will address any excess usage in a separate Order. If Partner fails to address the excess usage within thirty (30) days after Abnormal's notice of noncompliance, Abnormal may pursue the remedies set forth in Section 3.7 (Customer Pricing; Collection).

**3.4. Taxes; Interest.** Partner is responsible for sales, use, excise, or other taxes imposed with respect to this Agreement except those taxes based on Abnormal's gross or net income are the sole responsibility of Abnormal. Partner will not be responsible for payment of any taxes for which it provides evidence of a valid resale exemption or other exemption of taxes. Any late payments will be subject to a service charge equal to one and one-half percent (1.5%) per month or the highest rate allowed by Law, whichever is less.

**3.5. Renewals.** Upon expiration of the Customer's Subscription Term, unless otherwise stated on an applicable Order, the ordered Service will automatically renew for successive periods of equal duration to the previous Subscription Term, unless and until either party (Partner or Abnormal as applicable) gives the other notice of non-renewal at least 30 days prior to the end of the then-current Subscription Term.

**3.6 Partner Pricing.** Partner is prohibited from any promotion or advertising of the pricing between Abnormal and Partner pursuant to these Terms or an applicable Order. The Agreement may be terminated immediately if: (a) Partner presents or promotes such pricing on any public facing materials or websites, or (b) Abnormal determines that Partner is selling the Service to an entity different than the Customer set forth in the Order. Notwithstanding the rights set forth in Section 2.1 (Offering of the Service), Abnormal reserves the right to renew the Service with Customer directly if these Terms have been terminated or Partner: (y) does not renew Customer's subscription within thirty (30) days of the Renewal Date specified in the Order; or (z) does not respond to Abnormal inquiries regarding renewal of Customer's subscription within sixty (60) days of the Renewal Date specified in the Order.

**3.7. Customer Pricing; Collection.** Partner will independently determine the pricing at which it offers the Service to Customer. Partner will be solely responsible for collecting all fees from Customer. Non-payment by Customer will not relieve Partner of its obligation to pay fees to Abnormal as described in this Section 3 (Pricing and Payment). Abnormal reserves the right to terminate these Terms, an applicable Order, cancel or suspend the Service without notice with respect to any Customer if it fails to receive payment(s) from Partner with respect to such Customer, and to recover its reasonable costs and expenses, expended in collection.

**3.8. Refunds; Credits.** If a refund or credit is specified as a remedy in the Cloud Terms, or if Abnormal elects to issue a refund or credit in its sole discretion, Abnormal will remit to Partner the portion of the applicable amounts due to the Customer which were previously received by Abnormal. Partner will remit such amount and any additional amount previously received by Partner as necessary to provide a full refund or credit to Customer. Partner will issue any such refund or credit within 10 days of receipt of such amounts from Abnormal. Notwithstanding the foregoing, Abnormal may issue any refund or credit directly to the applicable Customer (and in such case Partner will remit to Abnormal or such Customer, as Abnormal may direct, the amounts of such refund or credit for which Partner is responsible, if any).

**3.9. Use of Authorized Distributors.** Subject to these Terms, Partner's right to market and accept orders for the Service under Section 2.1 (Offering of the Service) may be through the use of an Authorized Distributor. Partner is authorized to place an order for the Service with an Authorized

Distributor, and its order details will contain the minimum terms set forth in Section 3.2 (Partner Fees; Orders). Partner acknowledges that it has secured a Customer purchase order prior to ordering from an Authorized Distributor. While Abnormal may provide suggested resale prices to its Authorized Distributor based on Partner participation in the Abnormal Partner Program, Partner will pay applicable amounts to the Authorized Distributor based on the terms negotiated between Partner and an Authorized Distributor. Partner is responsible for the accuracy of any order it places with an Authorized Distributor. The Service is deemed accepted and Abnormal will provision the Service for Customer upon Abnormal's acceptance of an applicable order from Authorized Distributor. Accepted orders are binding and non-cancellable by Partner. Partner's order on behalf of Customer will renew with Authorized Distributor in accordance with Section 3.5 (Renewals), unless Customer, or Partner notifies Abnormal or Authorized Distributor that it is opting-out of auto-renewal on Customer's behalf. Abnormal may suspend or terminate Customer's rights to use the Service or Technical Services if it does not receive the corresponding payment from the Authorized Distributor. If Customer is entitled to a refund, Abnormal will refund any applicable fees to the Authorized Distributor for flow down to the Customer. Unless otherwise specified, Partner will be solely responsible for refunding the appropriate amounts to Customer. If these Terms are terminated, Partner will immediately pay any outstanding unpaid amounts and any amounts which come due under any order accepted by Authorized Distributor prior to termination. Abnormal is not party to (or responsible under) any separate agreement between Partner and Authorized Distributor. The amount paid or payable by the Authorized Distributor to Abnormal for Partner orders under these Terms will be deemed the amount paid or payable by Partner to Abnormal for purposes of Section 10 (Limitation of Liability). Abnormal is not responsible for any acts, omissions, or third party products or services provided by Authorized Distributor.].

#### **4. Partner Obligations.**

**4.1. Conduct.** Partner will conduct itself in a professional manner that reflects positively on Abnormal. Partner will not represent itself as an agent or employee of Abnormal, make any representation, warranty or commitment on Abnormal's behalf or describe Abnormal, the Service, or its offerings except in a manner consistent with written descriptions provided by Abnormal for such purpose. Partner will not engage in any deceptive, misleading, illegal or unethical practices, including any misuse of the Brand Elements, and will comply with all applicable Laws in its performance of this Agreement, including Anti-Corruption Laws, and will not give, offer or promise any item of value to any official, person or entity in violation of any Anti-Corruption Laws. None of Partner's principals or staff are agents or representatives of governments (as defined or identified by local Law, regulation or custom) or government agencies in the country where Customer is located. Partner will not take any action intended, or would reasonably be expected, to harm Abnormal or its reputation or which would reasonably be expected to lead to unwanted or unfavorable publicity of Abnormal. Partner will at all times conduct itself according to the highest standard of business ethics.

**4.2. Forecasts.** Upon Abnormal request, Partner agrees to participate in regular Abnormal management reviews covering issues such as Customer account reviews, lead status, and marketing efforts.

**4.3. Training.** Partner will use Abnormal's support materials and Documentation to train its own dedicated personnel, such that they are reasonably capable of meeting Customer onboarding needs, including but not limited to: (i) how Customer may access and use the applicable Service; (ii) how Partner and Customer may escalate issues to Abnormal by emailing [support@abnormalsecurity.com](mailto:support@abnormalsecurity.com) or via the

Abnormal Support Portal from the dedicated 'Support' page of the Abnormal website or in the Service, and; (iii) how Customer may utilize Abnormal's online technical community and the Documentation to support their own use of the Service. Further, Partner agrees to complete any additional training activities and requirements specified by Abnormal. Any training will be provided at Partner's expense. Partner will reimburse Abnormal for any mutually agreed upon travel and lodging expenses incurred by Abnormal in connection with any training.

**4.4. Books and Records.** Partner agrees to maintain complete, clear and accurate records of all Orders of Customer transactions completed with respect to this Agreement. Upon 10 days' notice, Partner will permit Abnormal or its representative to review such records and any other books and records of Partner which relate to Partner's performance under this Agreement to ensure Partner's compliance with its obligations. Any such review will be conducted during normal business hours and in a manner designed to cause minimal impact on Partner's ordinary business activities. Partner will maintain all records required under this Agreement for at least three years following expiration or termination of this Agreement (or such longer period as required by Law).

**4.5. Translations.** Abnormal makes all support materials and Documentation available in English. While Abnormal does not restrict Partner from translating such materials into other languages ("**Translations**"), Abnormal does not review, approve, or warrant the accuracy or completeness of any such Translations. Partner's use or provision of Translations is at Partner's own risk, Abnormal disclaims any and all liability related to Partner's and/or Customer's reliance on or use of Translations. Further, with respect to any Translations created or used by it, Partner will: (1) ensure the Translations are accurate and conform with Abnormal's source materials and are promptly updated to conform with and any updates thereto; (2) inform Customer that Translations are provided for convenience only and not endorsed, provided, or warranted by Abnormal; and (3) comply promptly with any request from Abnormal to cease to provide, delete, or correct any Translations. Notwithstanding anything to the contrary herein, by providing Translations to a Customer, Partner assumes the sole responsibility for supporting such Customer's use of the Service and will do so until any support issue for such Customer, associated with such Translations, is resolved. While Partner remains solely responsible for such support, it may request Abnormal's assistance by escalating in English any such support issues to the Abnormal Support Center on behalf of its Customer, and Abnormal will use reasonable efforts to provide support in English. For the avoidance of doubt, Abnormal provided Documentation will control in all instances with respect to any conflict with a Translation.

## **5. Ownership; Confidential Information.**

**5.1. Ownership.** Partner acknowledges that it is obtaining only a limited right to market and accept orders for the Service and that irrespective of any use of the words "purchase", "sale" or like terms hereunder no ownership rights are being conveyed to Partner under these Terms. Except for Partner's use rights in these Terms, Abnormal or its suppliers retain all right, title and interest (including all intellectual property rights) in and to the Service and its Brand Elements (including all goodwill arising from their use). Further, Partner acknowledges that the Service consists of online hosted services, and that neither Partner nor Customer has a right to obtain any underlying code of the Service. At all times, Abnormal will have the unrestricted right to use or act upon any suggestions, ideas, enhancement requests, feedback and recommendations provided by Partner relating to the Service or Abnormal's partner program.

**5.2. Confidentiality Obligations.** Each receiving Party ("**Recipient**") will (a) hold Confidential Information in confidence and not disclose it to third parties except as permitted in the Agreement or with the consent of Abnormal and (b) only use Confidential Information to fulfill its obligations and exercise its rights in the Agreement. The Recipient may disclose Confidential Information to its employees, agents, contractors and other representatives having a legitimate need to know, provided it remains responsible for their compliance with this Section 5.2 (Confidentiality Obligations) and they are bound to confidentiality obligations no less protective than this Section. Except as set forth herein, the Recipient will protect the Confidential Information with at least the same degree of care and confidentiality, but not less than a reasonable standard of care, which the Recipient uses to protect its own information of similar character. The obligation of confidentiality will survive termination of this Agreement for a period of three (3) years.

**5.2.1. Exclusions.** These confidentiality obligations do not apply to information that the Recipient can document (a) is or becomes public knowledge through no fault of the Recipient, (b) it rightfully knew or possessed prior to receipt under this Agreement, (c) it rightfully received from a third party without breach of confidentiality obligations, or (d) it independently developed without using the Confidential Information. The Recipient may disclose Confidential Information if required by Law, subpoena or court order, provided (if permitted by Law) it notifies the Discloser in advance and cooperates in any effort to obtain confidential treatment. Further, the Recipient may retain one copy of any Confidential Information, to the extent required to comply with Law to which the Recipient is subject; provided, that the Recipient will continue to be bound by the confidentiality provisions of these Terms with respect to any Confidential Information retained.

**5.2.2. Remedies.** Unauthorized use or disclosure of Confidential Information may cause substantial harm for which damages alone are an insufficient remedy. A Party may seek appropriate equitable relief, in addition to other available remedies, for breach or threatened breach of this Section 5.2 (Confidentiality Obligations).

## **6. Marketing.**

**6.1. Partner Marketing.** Abnormal will provide appropriate language for Partner to utilize in any of its publicity or marketing material, such information will not be modified in any way without Abnormal's prior written consent. Partner will not describe the Service or its functionality to the public or Customer in a way that implies that the Service is owned or has been developed by Partner. On termination of these Terms, Partner will cease use of the marketing materials of Abnormal.

**6.2. Use of Brand Elements.** During the Term, subject to these Terms, Abnormal grants Partner the right to use and display its Brand Elements solely to identify the Parties relationship under this Agreement to Customer as set forth in Section 6.3 (Approvals and Usage Limits). Partner will not acquire any rights of ownership to any Brand Elements. Upon termination of these Terms, Partner will cease its usage of the Brand Elements.

**6.3. Approvals and Usage Limits.** Use of the Brand Elements is subject to Abnormal's prior approval and any usage guidelines it provides in writing. In addition, any press release or other public announcement relating to these Terms must be approved by Abnormal in advance. Partner will promptly cease any problematic use of the Brand Elements upon Abnormal request. Partner will not register, or attempt to register, any trademark or domain name using or similar to any Brand Elements, and if

Partner has, Partner agrees to immediately effect transfer of such domain name to Abnormal without charge.

**7. Warranties.** Partner represents, warrants, and covenants that: (i) it has the right to enter into and perform its obligations in this Agreement, without any third-party consents or conflicts with any other agreement; and (ii) it is duly organized, validly existing and in good standing in the jurisdiction of its formation and is qualified and licensed to do business and in good standing in every jurisdiction where qualification and licensing is required for purposes of this Agreements.

## **8. Customer Warranty; Disclaimer; Support.**

**8.1. Customer Warranty.** Abnormal will provide any warranty to Customer in accordance with the Cloud Terms. Abnormal makes no warranty directly to Partner regarding the Service. Any refund provided as a remedy pursuant to the Cloud Terms will be provided in accordance with Section 3.8 (Refunds; Credits).

**8.2. Disclaimer of Warranties.** THE SERVICE, ABNORMAL'S BRAND ELEMENTS, TECHNICAL SERVICES, DOCUMENTATION AND OTHER INFORMATION, SERVICES, SUPPORT, AND MATERIALS ARE PROVIDED AS-IS AND AS-AVAILABLE. ABNORMAL AND ITS SUPPLIERS DISCLAIM AND MAKE NO ADDITIONAL WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE OR NON-INFRINGEMENT AND WHETHER OR NOT ARISING THROUGH A COURSE OF DEALING. THE SERVICE IS NOT GUARANTEED TO BE ERROR-FREE OR UNINTERRUPTED. ABNORMAL MAKES NO WARRANTIES OR REPRESENTATIONS CONCERNING THE COMPATIBILITY OF THE SERVICE OR ANY RESULTS TO BE ACHIEVED THEREFROM.

**8.3. Support.** Except with respect to Translations, Partner may not offer any support with respect to the Service to Customer. Abnormal will provide support to Customer in accordance with terms of the Cloud Terms, either directly or through Partner (if the support ticket is submitted by Partner on behalf of its Customer), subject to Partner's support obligations specified herein.

## **9. Indemnification.**

**9.1. Partner Indemnification.** Partner will defend Abnormal, its affiliates, officers, directors, agents, employees, resellers or other partners and licensors from and against any third-party claim to the extent arising out of or relating to: (a) Partner's breach or alleged breach of Sections 2 (Partner Activities), 3.8 (Refunds; Credits), 4 (Partner Obligations), or 12 (Export Law), or (b) any non-Abnormal product or service offered by Partner to Customer (each, a "**Abnormal Claim**"), and will indemnify and hold harmless Abnormal against any damages or costs finally awarded against Abnormal (including reasonable attorneys' fees) or agreed in settlement by Partner resulting from the Abnormal Claim.

**9.2. Abnormal Indemnification.** Abnormal will defend Partner, its affiliates, officers, directors and employees from and against any third-party claim to the extent that it is based on a valid claim that: (a) the Service when made available for sale as authorized under these Terms infringes a valid, enforceable U.S. patent, copyright, or trademark, or (b) the Brand Elements when used as authorized under these Terms infringe a third party's valid, enforceable U.S. trademark or copyright (each, a "**Partner Claim**"), and will indemnify and hold harmless Partner against any damages or costs finally awarded against Partner (including reasonable attorneys' fees) or agreed in settlement by Abnormal resulting from the



Partner Claim.

**9.3. Procedures.** Subject to the terms set forth in Section 9 (Indemnification), an indemnifying Party will have the full responsibility for and control of the defense, at its sole cost and expense (including any settlement), of any suit or proceeding; provided, however, that (a) the indemnifying Party is promptly notified in writing of the claim, (b) the Parties will reasonably cooperate with and inform each other of the progress of such litigation and settlement, at the indemnifying Party's expense for reasonable out-of-pocket costs. The indemnifying Party may not settle any claim without the indemnified Party's prior consent if settlement would require the indemnified Party to take or refrain from taking any action (other than relating to the marketing or use of the Service, when Abnormal is the indemnifying party) or admit fault. The indemnified party may participate in a claim with its own counsel at its own expense.

**9.4. Mitigation and Exceptions.** If Abnormal determines that a Service is at risk of being subject to a claim of infringement, Abnormal may notify Partner to cease reselling or marketing the Service, or a portion thereof, in which case Partner will immediately cease all resale and marketing of such Service. In addition, at Abnormal's option and expense, Abnormal may: (a) procure rights for Partner to continue reselling or marketing the Service, (b) replace or modify the allegedly infringing portion of the Service to avoid infringement without reducing the Service's overall functionality, or (c) terminate this Agreement and reimburse the Partner for any prepaid, unused fees for such Service which will not be provided by Abnormal to Customer(s) as of the date of such termination and which have not otherwise been refunded to a Customer. Abnormal will have met the obligations of this Section 9 (Indemnification) by paying for the costs to litigate a Partner Claim to conclusion and paying the final judgment awarded to the third-party claimant (and any costs or fees awarded to the third party as part of such judgment), or by paying to settle the Partner Claim (including costs incurred by Partner to reach the settlement). Additionally, Abnormal's indemnification obligations will not apply to the extent a claim is based on any: (i) unauthorized use of the Service or to trials or other free or evaluation use (including Demonstration Use); (ii) Abnormal Claim; (iii) infringement resulting from any Party's (other than Abnormal's) modification of the Service or use of the Service in combination with items not provided by Abnormal; (iv) to any unsupported release of the Service or to any third-party code (including open source software) contained within the Service; or (v) if Partner settles or makes any admissions about a claim without Abnormal's prior consent. This Section 9 (Indemnification) sets out Abnormal's sole and exclusive obligations and Partner's sole and exclusive remedies regarding infringement or misappropriation of third-party intellectual property rights of any kind.

## **10. Limitation of Liability.**

**10.1. Consequential Damages Waiver.** EXCEPT FOR EXCLUDED CLAIMS, NEITHER PARTY (NOR ITS SUPPLIERS) WILL HAVE ANY LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT FOR ANY LOSS OF USE, DATA, PROFITS, REVENUE OR GOODWILL, FAILURE OF SECURITY MECHANISMS, BUSINESS INTERRUPTION, OR OTHER INTANGIBLE LOSSES OR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, COVER, PUNITIVE OR EXEMPLARY DAMAGES OF ANY KIND (EVEN IF ADVISED OF THEIR POSSIBILITY IN ADVANCE).

**10.2. Liability Cap.** EXCEPT FOR EXCLUDED CLAIMS AND SPECIAL CLAIMS, ABNORMAL'S (AND ITS SUPPLIERS') LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT WILL NOT EXCEED IN AGGREGATE THE AMOUNTS ACTUALLY PAID BY PARTNER TO ABNORMAL DURING THE PRIOR 12

MONTHS UNDER THIS AGREEMENT.

**10.3. Special Claims.** ABNORMAL'S (AND ITS SUPPLIERS') LIABILITY ARISING OUT OF OR RELATED TO SPECIAL CLAIMS UNDER THIS AGREEMENT IS LIMITED TO THREE TIMES (3X) THE AMOUNTS ACTUALLY PAID BY PARTNER TO ABNORMAL DURING THE PRIOR 12 MONTHS IMMEDIATELY PRECEDING THE INCIDENT CREATING LIABILITY. "**Special Claims**" means amounts payable to third parties for Partner Claims under Section 9.2 (Abnormal Indemnification).

**10.4. Excluded Claims.** "**Excluded Claims**" means (a) with respect to Partner's liability, any claims arising out of or related to Sections 2 (Partner Activities) or 4 (Partner Obligations), (b) amounts payable to third parties under Partner's obligations in Section 9 (Indemnification), (c) breach of Section 5 (Ownership; Confidential Information), and (d) death, bodily injury, or damage to real property caused by either Party.

**10.5. Nature of Claims and Failure of Essential Purpose.** The Parties agree that the waivers and limitations specified in this Section 10 (Limitation of Liability) apply regardless of the form of action, whether in contract, tort (including negligence), strict liability or otherwise and will survive and apply even if any limited remedy specified in these Terms are found to have failed of its essential purpose.

## **11. Term; Termination.**

**11.1. Term.** This Agreement starts on the Effective Date and continues and will remain in effect until December 31st of the year following the Effective Date (the "**Initial Term**"), unless earlier terminated in accordance with Section 11.2 (Termination). Unless terminated, these Terms will automatically renew upon expiration of the Initial Term for additional one-year terms (the initial term and each renewal term, the "**Term**") unless either party gives the other notice of non-renewal at least 30 days prior to expiration of the then-current term.

**11.2. Termination.** Either Party may terminate these Terms if the other Party: (i) fails to cure a material breach of these Terms within thirty (30) days after notice of such breach, or (ii) if either Party makes a general assignment for the benefit of creditors, is adjudicated as bankrupt or insolvent, ceases operation without a successor, commences a case under applicable bankruptcy Laws, or files a petition seeking reorganization. Either Party may terminate these Terms for any or no reason upon 30 days' written notice to the other Party. Abnormal may terminate these Terms immediately due to breach by Partner of Sections 2.1 (Offering of the Service) or 2.5 (General Restrictions) or applicable Law.

**11.3. Effects of Termination.** In the event of any termination of these Terms, Partner will: (a) immediately cease and have no right to market or accept orders for the Service, (b) cease use of and terminate access to the Service, (c) cease use of the Brand Elements, (d) return to Abnormal all Abnormal property (including Confidential Information) and upon request by Abnormal promptly certify in writing that Partner has done so, and (e) immediately pay Abnormal any outstanding unpaid amounts and any amounts which come due under any Order accepted prior to the termination date. Abnormal will have no liability to Partner of any type arising from termination of these Terms in accordance with its terms. Notwithstanding the foregoing, Customer will have the right, subject to: (i) Partner's or Customer's, as applicable, timely payment obligations, and (ii) Customer's compliance with the Cloud Terms and any Passthrough Terms, to continue to use the Service or Technical Services through the expiration of the Subscription Term. Partner may not extend or renew any subscriptions after the Term

and will not have a right to any compensation for any subsequent extensions or renewals.

**12. Export Law; Compliance.** In its use and other activities related to the Service, Partner acknowledges and that it is aware of, understands, has complied with, and will comply with, all applicable Laws, restrictions, regulations, including the United States Export Administration Act or any other import or export Laws (“**Export Laws**”). Partner (a) represents and warrants that it and its principal and staff are not, and that it will not market the Service to any party that is, listed on any U.S. government list of prohibited or restricted parties or located in (or a national of) a country that is subject to a U.S. government embargo or that has been designated by the U.S. government as a “terrorist supporting” country and (b) will not (and will not permit anyone else to) access or use the Service in China or in violation of any U.S. export embargo, prohibition or restriction.

**13. Miscellaneous.** Each Party is an independent contractor in relation to the other Party. Nothing in these Terms will be deemed or construed to create a joint venture, partnership, fiduciary or agency relationship between the Parties for any purpose. Neither Party will have any right or authority to act on behalf of, or to obligate or bind the other, and neither Party will represent to any third party that it has such right or authority. Except for payment obligations, neither Party is liable for any delay or failure to perform its obligations in these Terms due to any cause directly or indirectly beyond its reasonable control, provided that each Party will take commercially reasonable steps to minimize any delays or failures. No failure of either Party to exercise or enforce any rights under these Terms will act as a waiver of such rights. Partner may not assign any of its rights or delegate any of its obligations under these Terms without Abnormal’s prior written consent. Any purported assignment or delegation in violation of this Section 13 (Miscellaneous) is null and void. If any provision of these Terms is held to be invalid or unenforceable, the remaining provisions will remain in full force and the unenforceable provision will be interpreted so as to render it enforceable while approximating the Parties’ intent as closely as possible. All notices and consents required or permitted to be given in these Terms will be in writing to the parties at the addresses designated in the applicable Order or to such other address as either Party may designate to the other by written notice, including in the Partner Portal or in the Partner reseller application, and will be effective upon receipt. Written notice will be made in the form of a certified letter, confirmed facsimile transmission, or acknowledged receipt of electronic mail. There are no third-party beneficiaries to this Agreement. Any disputes arising out of or related to this Agreement will be governed by and construed in accordance with the Laws of the State of California, without giving effect to its conflicts of Laws rules or the United Nations Convention on the International Sale of Goods. With respect to all disputes arising out of or related to this Agreement, the Parties consent to exclusive jurisdiction and venue in the state or federal courts located in San Francisco, California. Injunctive or other emergency relief may be sought by Abnormal in any competent court for breaches of Sections 2 (Partner Activities), 4.1 (Conduct), 5 (Ownership; Confidential Information), and 6 (Marketing). These Sections survive termination or expiration of this Agreement: 2.4 (Customer Terms; Enforcement), 2.5 (General Restrictions), 3.4 (Taxes; Interest), 3.7 (Customer Pricing; Collection), 3.8 (Refunds; Credits), 3.9 (Use of Authorized Distributors), 4.1 (Conduct), 4.4 (Books and Records, 5 (Ownership, Confidentiality), 8.2 (Disclaimer of Warranties), 9 (Indemnification), 10 (Limitation of Liability), 11.3 (Effect of Termination), 12 (Export Law), 13 (Miscellaneous), 14 (Glossary). Except where an exclusive remedy is provided, exercising a remedy under this Agreement, including termination, does not limit other remedies a party may have. These Terms are in the English language only, which language will be

the governing language and controlling in all respects. This Agreement, and any terms referenced hereto, constitutes the entire agreement between the parties hereto pertaining to the subject matter hereof, and any and all prior or contemporaneous written or oral agreements existing between the parties hereto and related to the subject matter hereof are expressly canceled. Any terms or conditions in Partner's: purchase order, any payment related documentation or other documents that are furnished are void. In the event of any conflict between these Terms and the Order, the Order will govern.

## 14. Glossary

**"Anti-Corruption Laws"** means all applicable anti-bribery and anti-corruption laws and regulations, including the United States Foreign Corrupt Practices Act, U.K. Bribery Act 2010, and the OECD Convention on Combating Bribery of Foreign Public Officials in International Business Transactions.

**"Authorized Distributor"** means an Abnormal authorized distributor that is permitted to distribute the Service in the Territory.

**"Brand Elements"** means the trademarks, service marks, names, logos, images, collateral or similar materials provided by Abnormal for use under this Agreement.

**"Cloud Terms"** means the then-current version of Abnormal's standard customer agreement governing use of the Service and Technical Services, located at <https://legal.abnormalsecurity.com/>.

**"Confidential Information"** means the information disclosed by a disclosing party ("**Discloser**") to a receiving Party ("**Recipient**") under these Terms, or to which the Recipient gains access to in connection with this Agreement, that is designated as proprietary or confidential or that should be reasonably understood to be proprietary or confidential due to its nature and the circumstances of its disclosure. Abnormal Confidential Information includes the terms and conditions of this Agreement and any underlying software, technical or performance information about the Service. Confidential Information may also include the confidential or proprietary information of a third party disclosed.

**"Customer"** means the end-user customer of the Service located in the Territory and set forth on the applicable Order.

**"Deal Registration Conditions"** means the set of terms and conditions set forth in the Partner Portal that apply to and govern Partner Opportunities.

**"Documentation"** means the technical guides and documentation made available from the dedicated 'Documentation' page of the Abnormal website or in the Service.

**"Laws"** means all relevant local, state, federal and international laws, regulations and conventions,

including those related to data privacy and data transfer, international communications and export of technical or personal data.

**“Order”** means Abnormal’s standard order for the placement of resale orders for the Service by Partner.

**“Partner Portal”** means the website maintained by Abnormal that provides various resources to Partner, including Service information, corresponding list prices, marketing collateral, and Deal Registration Conditions, made available from the dedicated ‘Partners’ page of the Abnormal website.

**“Service”** means one or more Abnormal software-as-a-service solutions or related Abnormal offerings identified on an applicable Order.

**“Technical Services”** means any training, enablement or other technical services provided by Abnormal related to the Service, as identified in an Order. Technical Services do not form a part of the Service.

**“Territory”** means any geographic or market territory approved by Abnormal in the Partner Portal or in writing.