

## TAC Security Partner Enrolment Agreement

This TAC Security Partner Enrolment Agreement is between TAC Security Inc. (hereinafter TAC) And Company (YOU). PLEASE READ THIS AGREEMENT CAREFULLY BEFORE USING, ACCESSING OR CONSUMING TAC's SOFTWARE, IP OR SERVICES FOR PURPOSES OF ESTABLISHING A TIER BASED RESELLER (VAR/CLOUD RESELLER) RELATIONSHIP. BY CLICKING YOUR ASSENT OR USING, ACCESSING OR CONSUMING OUR WEBSITE for purposes of accessing SOFTWARE OR SERVICES, YOU SIGNIFY YOUR ASSENT TO AND ACCEPTANCE OF THIS AGREEMENT AND ACKNOWLEDGE YOU HAVE READ AND UNDERSTAND THE TERMS. If you are an individual accepting these terms on behalf of an entity, you represent that (i) you have the legal authority to enter into this Agreement on that entity's behalf, (ii) you have read and understand the terms of this Agreement and (iii) you agree, on behalf of the entity that you represent, to the terms of this Agreement. IF YOU DO NOT ACCEPT THE TERMS OF THIS AGREEMENT, THEN DO NOT USE THE WEBSITE or access any of our SOFTWARE OR SERVICES notwithstanding any other agreement you may have entered into with us.

Completion of the reseller-partner application does not mean or imply that you have been accepted into the Program.

**General.** This Reseller-Partner Program Network Agreement (Program Appendix) incorporates the terms and conditions of the TAC Security Reseller Agreement (collectively, the "**Agreement**") following on from your enrolment and is between **TAC Security Inc.** And the Partner (You) clicking assent or using, accessing, or consuming software and services or identified in the signature block below ("**Partner**"). Defined terms in the Partner Agreement shall have the same meaning in this Program Appendix, unless otherwise set forth herein. The effective date of the Program Appendix shall be the date that You click "Agree" to these terms ("**Effective Date**"). The Agreement, including this Program Appendix set forth the terms and conditions under which Partner (YOU) is authorized to acquire and resell TAC Products, and Services as an authorised TAC Reseller in your authorised territory.

Reseller acknowledges that resale of certain TAC's Software and/or TAC Services may be conditional on, amongst other things, You becoming an authorized member of a TAC Partner Program. Where the company has communicated such requirement to Reseller, then prior to promoting, marketing and/or reselling the applicable product/services, You agree to: (i) undertake and fulfil the requirements of such TAC Partner Program; (ii) work with TAC in good faith to execute any additional legal agreements to effect such authorization; (iii) comply with any terms and conditions communicated by Company in respect of such TAC Partner Program, including as set out in the Partner Program Description; and (iv) maintain such authorization and compliance for so long as Reseller is entitled to promote, market and resell such products/services.

### **Program Overview**

The TAC Reseller-Partner Program enables Resellers to market, resell and provide services for all TAC products and solutions. It is designed to help partners accelerate business opportunities through a suite of best-of-breed solutions, incentive programs, a full complement of sales and technical tools, marketing resources, delivery service support, and training and certifications.

A program level of Bronze, Silver or Gold is granted to each Reseller entity that executes an Indirect Reseller Agreement and is predicated on the Reseller achieving and maintaining the requirements for that Program level during each calendar year. TAC proactively reviews and assesses Resellers' eligibility to advance to a higher Program level.

The TAC Reseller-Partner Program is structured with a set of sales performance and certification requirements that are aligned to our specific selling markets. Thresholds are established at the country level unless otherwise specified by the Partner's regional or global contractual terms with TAC.

### **Benefits**

The Program extends a breadth of benefits to support invested Resellers in marketing, selling and delivering services for TAC. Benefits may include discounting incentives, deal protection, Marketing Development Funds ("MDF"), sales and marketing resources, discounted product access for use in demos and Proofs of Concept (PoCs), and access to training and certification curriculums.

**Program Changes.** You agree that the company may in its sole discretion expand, reduce, and/or change the scope or contents of any aspect of the TAC Partner Program, in whole or in part including but not limited to program tiers, program benefits, fees, or anything described in the Partner Program Description (“**Program Term Change**”). Notice of such changes shall be provided to Reseller: (a) by delivering a standard newsletter or notification to You (using the contact information made available by Reseller); and (b) by posting the changes on the Partner Hub. If You have a reasonable objection to the Program Term Change, You shall deliver written notice of the same to the company within thirty (30) days following notice of the Program Term Change and outline any specific concerns with respect to the change. The Parties will then mutually discuss and agree next steps to address Reseller’s concerns, which may include (without limitation) additional modifications to the Partner Program Description or termination of Reseller’s membership under the TAC Partner Program. If Reseller does not deliver a notice to the company pursuant to the foregoing, then Reseller shall be deemed to have accepted the change. Reseller acknowledges that TAC Info Sec shall bear no responsibility or liability whatsoever for any claims, actions, damages, losses or expenses of any kind whatsoever asserted caused directly or indirectly as a result of TAC’s actions under this Section.

**Definitions.** “**Affiliate**” means any person controlling, controlled by or under common control with a specified person and, for the purposes of these Terms and Conditions, “control” means the power of a person (directly or indirectly) to direct or cause the direction of the management and policies of any other person or the ownership (directly or indirectly) of not less than 50% of the equity or capital of, or the voting power in, any other person. “**Confidential Information**” means all information of any nature relating to TAC Security Inc, its technology, business or activities which is disclosed by or on behalf of TAC Security Inc including names and contact details of individuals who represent sales targets or sales contacts and the details of the Benefits, other than information (a) which is or becomes publicly available through no fault by Participant; (b) which Participant can demonstrate was in its possession before receipt from TAC Security Inc; or (c) which is or becomes available to Participant from other sources free of restriction as to its use or disclosure. “**End User**” means a purchaser who has acquired TAC Products and Services for its own internal use and without the right to resell, remarket, or otherwise distribute TAC Products and Services. Notwithstanding the authorization set out in this Program Appendix, TAC shall have no liability for any acts and omissions of any of Partner (Reseller) or Partner’s business partners or procured End User via such partner. “**End User Agreement**” means the Master Agreement, including applicable appendices, as applicable (individually an “**End User Agreement**” and collectively, “**End User Agreements**”). “**Reseller**” means the entity purchasing, directly or fulfilling through an authorized TAC distributor, TAC Products and Services to resell to End User(s). “**Services**” means TAC branded training services and consulting services provided by TAC or TAC authorized partners. “**Software**” has the same meaning as described in the ‘Agreement’. **TAC Marks/ IPR** means any TAC Info Sec trademark or logo that TAC may provide to Reseller for use in connection with this Agreement. {Kindly note a detailed Definitions Clause has been incorporated in the TAC Reseller Agreement}

**Authorization.** Upon the Effective Date, TAC grants Partner (You) a non-exclusive authorization to demonstrate, market, promote, and sell the authorized TAC Products and Services during the Program Term (defined below) as a reseller, system integrator, or consulting partner who shall resell TAC Products and Services to End Users with the obligations and Partner benefits as provided in this Program Appendix as a “**TAC Reseller-Partner**”. Partner’s continued authorization is based on its compliance with the Agreement. This authorization is personal to the legal entity or branch office indicated by Partner in the Program Appendix or as otherwise accepted by TAC in writing. Partner has no right to delegate its activity hereunder to another person or entity, or agents for the TAC Products and Services without TAC’s express written consent. Partner must resell Products on the same per Unit basis for each TAC Product as defined in the applicable End User Agreement for the Subscription Services {Services which may be sold and provided on a per Unit basis and for a specific term (as made available by TAC) that provides an End User with access to the TAC software and support and/or managed services pursuant to the End User Agreement.}

**Orders.** To order Products and Services Partner shall fulfil through and place orders in accordance to the provisions of the Reseller agreement with an authorized TAC distributor.

**End User Agreements.** Partner will require each End User to sign or otherwise assent (in a manner acceptable to TAC) to the applicable End User Agreement as a condition for the sale of TAC Products and Services. To the extent permitted by applicable law, Partner's satisfaction of this obligation may be achieved by, but is not limited to (a) using the URL link to the applicable End User Agreement above in Partner's agreement or other purchase documentation to obtain End User assent; or (b) by requiring End User to execute a hard copy of the applicable End User Agreement. Partner will not amend or grant any waiver under the End User Agreements without TAC's prior written consent. If Partner becomes aware of any violation of an End User Agreement, Partner will notify TAC immediately and will reasonably assist TAC in its efforts to enforce the terms of the End User Agreement.

**Program Restrictions.** If at any time TAC reasonably determines that (a) the laws of any country are or become insufficient to protect TAC's rights in the TAC Products and Services; (b) applicable law prohibits TAC from distributing the TAC Products and Services into a particular country; or (c) if TAC becomes aware of any potential intellectual property claim that may be made in respect of the TAC Products and Services in any such country, TAC reserves the right to suspend Partner's right to resell the TAC Products and Services in such country upon fifteen (15) days prior written notice. Partner's rights with respect to such country will only be reinstated upon written notification from TAC.

**Marketing and Distribution.** Subject to the rights and restrictions set forth in this Agreement, Partner will use reasonable efforts to (a) actively market, promote, and sell TAC Products and Services; (b) make periodic and regular demonstrations showcasing the features of the TAC Products and Services; (c) establish and maintain appropriate marketing and sales facilities and personnel to create and meet the demand for TAC Products and Services and related support among Resellers and End Users; (d) represent the TAC Products and Services accurately and fairly and at all times avoid deceptive, misleading or unethical business practices; and (e) carry out the promotional and other tasks agreed between the Parties. Partner will make no claim, representation, warranty, or guarantee to Resellers or End Users or third parties relating to the performance or functionality of the TAC Products and Services other than as expressly set forth by TAC in the End User Agreements. Partner may determine its own sale prices. Partner agrees that it will promptly report any effort by TAC personnel to interfere with its pricing policies directly to a TAC officer or manager. Partner agrees to confer periodically with TAC, at TAC's request, on matters relating to market conditions, sales forecasting, product planning and promotional marketing strategies. Partner will conduct business in its own name and in such a manner that will be reasonably expected to reflect favourably at all times on the TAC Products and Services and the good name, goodwill, and reputation of TAC.

**TAC Marks.** The TAC Marks that Partner is authorized to use under this Program Appendix shall be identified as a part of Reseller-Agreement and such other marks as TAC may designate from time to time in writing during the term of this Agreement. These marks and IP are wholly owned and operated by TAC, and are made available to You specifically for this Agreement and your status as a reseller-partner. We grant you a non-exclusive, non-transferable, non- sublicensable, revocable, limited license to use the name, logo, trademarks, service marks, trade names, product names and other marks of TAC ("**Marks**") solely to market and promote the sale of Products in compliance with our policies notwithstanding this appendix. Any use of the Marks by you must identify our ownership of the Marks. You may not use the Marks in a manner that might lead someone to believe that you are one of TAC Security Inc. Companies. For example, you may not use the Marks in any website or URL address. All use of the Marks by you and all related goodwill will accrue solely to the benefit of TAC. We reserve all rights in the Marks not specifically granted to you.

You must not (a) challenge the validity of the Marks or TAC's ownership of them; (b) attempt to register any Mark, or any word, combination of words, logo or other design similar to a Mark; (c) use any Marks in combination with any products or services other than Products; (d) remove or change any Mark on any Product, Product packaging or any other materials we provide to you; (e) use any Mark with respect to any alterations of Product not performed by us; or (f) incorporate any Marks into your trademarks, service marks, product names, company names, domain names, or any other similar designations.

If you would like to use any Marks in a form other than as provided to you on the Portal and in accordance with this agreement, you must submit a sample for approval by us no less than five business (5) days prior to making the material available. You may contact us for approval in the manner indicated on the Portal.

**Confidential Information.** In connection with the Program, you may have access to or be exposed to (through the Partner Portal or other means) any materials, data, or information, whether in written, oral, electronic, website-based, or other forms, that is not generally known to the public. You must not disclose to any third party any information furnished by us that is designated as confidential or which you reasonably should know is confidential given the circumstances surrounding disclosure. You may only use this information internally for purposes of promoting, selling and supporting Product. Any other use or disclosure requires our prior written consent (which may be by email). The terms of any non-disclosure agreement between you and us, regardless of whether entered into prior or subsequently to your account activation, are not effected by your participation in the program and both parties shall comply with the confidentiality terms of the 'Agreement' as well as separate non-disclosure agreement

**Program Appendix Term.** This Program Appendix and the authorization granted hereunder begin on the Effective Date and continue for one (1) year (the "**Program Term**"). This Program Appendix shall automatically renew upon the anniversary of the Effective Date and shall continue in full force and effect for successive one (1) year periods unless and until terminated by either party giving to the other written notice of termination at least thirty (30) days before the anniversary date.

**Termination of Program Appendix by TAC or Partner.** TAC or Partner may (without prejudice to any other right or remedy) terminate this Program Appendix pursuant to Section 14 of the Reseller-Partner Agreement. Termination of this Program Appendix for any reason will immediately terminate Partner's authorization, including all eligibility for Reseller-Partner benefits. Unless otherwise authorized under a separate Program Appendix, upon such termination, Partner will immediately (i) cease referring to itself as an authorized TAC Reseller, and using that title in any communication and advertising; (ii) cease all promotion, demonstration, sale and distribution of the TAC Products and Services; (iii) cease all use of the TAC Marks, (iv) return or destroy, at TAC's option, all printed materials containing such TAC Marks, including all documentation and Promotional Materials. Partner will remit all fees due to TAC under this Program Appendix within fifteen (15) days of such termination; provided, however, that Partner will be entitled to sell any of its inventory of TAC Products and Services for which TAC has been fully paid and that are required to fulfil any unperformed contracts of Partner outstanding at the date of termination. All rights and obligations of the Parties under this Program Appendix will terminate immediately, except that Partner payment obligations under this Program Appendix will survive such termination. Termination of this Program Appendix shall not affect any pre-existing agreements between the Parties, nor any End User Agreement. Termination of this Program Appendix will not operate to terminate the Agreement or any special bid under the Program Appendix and the terms and conditions of the Agreement and this Program Appendix will continue in full force and effect to the extent necessary to give effect to any special bid in effect at the time of termination of this Program Appendix and until such time as the special bid expires.

**Governing Language and Law.** Kindly note that the applicable Data Protection Rules shall apply to YOU as it does for TAC Security Inc. irrespective of your place of operations. Our resellers are all over the globe, but in order to administer this program we need a common set of rules. Therefore, although we may provide translations in other languages, the English language version controls and the agreement shall be governed by the laws of the State of New Mexico and the federal laws of the United States, without regard to its conflict of law principles. Parties agree that personal jurisdiction shall exist in the State of New Mexico and that the State of New Mexico shall have subject-matter jurisdiction over any issues arising from interpretation or enforcement of this Agreement irrespective of where such issues have arisen. You must bring any action or proceeding arising out of or relating to this agreement in the exclusive jurisdiction of Courts in Santa Fe, New Mexico and agree to waive any and all objections to the exercise of jurisdiction over the parties by those courts and to venue in those courts. The parties agree to waive, to the maximum extent permitted by law, any right to a jury trial with respect to any Dispute.. You irrevocably submit to the jurisdiction of and venue in any such court for any action we bring, although you agree that any judgment (domestic or foreign) from any such court may be enforced in your local jurisdiction. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to this agreement.