

Reseller Agreement (Global)

PLEASE READ THIS AGREEMENT CAREFULLY BEFORE PLACING ORDERS FOR RESALE. IF YOU DO NOT AGREE TO THE TERMS AND CONDITIONS OF THIS AGREEMENT OR THE APPLICABLE VERSION OF THIS AGREEMENT FOR YOUR REGION, DO NOT PLACE ORDERS FOR RESALE. IF YOU ARE ACCEPTING THIS AGREEMENT ON BEHALF OF A COMPANY OR ORGANIZATION, THEN YOU REPRESENT AND WARRANT THAT YOU HAVE THE POWER AND AUTHORITY TO BIND SUCH ENTITY TO THIS AGREEMENT. REFERENCES TO "YOU" OR "YOUR" IN THIS PARAGRAPH AND TO "PARTNER" OR "RESELLER" BELOW SHALL MEAN THE ENTITY ON WHOSE BEHALF YOU ARE ACCEPTING THIS AGREEMENT, ITS SUCCESSORS AND PERMITTED ASSIGNEES. IF YOU HAVE A SIGNED AGREEMENT WITH PROVIDER (AS DEFINED BELOW) THAT IS EXECUTED BETWEEN YOU AND PROVIDER, THEN THAT SIGNED AGREEMENT WILL SUPERSEDE THIS AGREEMENT.

This reseller agreement (the "**Agreement**"), including any specific terms applying to geographical regions defined hereunder in Appendix A, states the terms under which you ("**Partner**" or "**Reseller**") may purchase Provider Products for resale to End-Customers.

1. Definitions.

- (a) "**Appliance**" means a computer hardware product upon which the Software is pre-installed and delivered
- (b) "**End-Customer**" means an organization to which Partner resells Provider Products.
- (c) "**Maintenance Services**" means Provider's then current maintenance and support offering specified in the applicable Order and made available to End-Customer.
- (d) "**On-Premises Software**" means Software delivered to an End-Customer for the End-Customer's installation and use on its own equipment or pre-installed by Provider on an Appliance.
- (e) "**Products**" means the Software or Appliances that Provider makes generally available to its customers.
- (f) "**Professional Services**" means the consulting and training services provided by Provider to End-Customers in connection with the Products in accordance with the applicable services order and the applicable "Services Agreement" located currently at <http://quest.com/legal/services-agreement.aspx>.
- (g) "**Provider**" means Quest Software Inc., with its principal place of business located at 4 Polaris Way, Aliso Viejo, CA 92656, or the entity determined in Appendix A for the regions EMEA, Canada, Mexico, Brazil or APJ.
- (h) "**SaaS Software**" is Software installed on equipment operated by Provider or its suppliers to which End-Customer is granted access.
- (i) "**Software**" means any and all software that is provided or made available by Provider to End-Customers as well as any corrections, enhancements, and upgrades to such software that are made available by Provider to End-Customers, and all copies of the foregoing. Software includes On-Premise Software and SaaS Software.
- (j) "**Territory**" means the focus sales territory stated on the web page on which the link to this Agreement appears or as otherwise provided to you by Provider.

2. Ordering for Resale.

- (a) Upon Partner's receipt of a valid, signed (if necessary) order from an End-Customer, Partner may order Products, prepaid Maintenance Services, and Professional Services for delivery to End-Customers in the Territory by submitting written purchase orders to Provider in accordance with Provider's then-current order processing procedures (each, a "**Partner Order**").
- (b) All Partner Orders must refer to this Agreement, and include all information required to deliver the Products and Maintenance Services to the End-Customer, including, but not limited to the End-Customer's name, address, point of contact, telephone number and email address.
- (c) Partner Orders for Software must also specify: (i) the quantities of each Software ordered, (ii) the license type (e.g., by CPU, by server) of the Software being ordered, (iii) the desired shipment date, and (iv) for licenses granted for a limited duration, the duration of the term. Unless otherwise agreed to by Provider in writing, in addition to the Partner Order, for each Partner Order for Software of over five hundred thousand US dollars (US\$500,000) or for Orders which contain non-standard licensing terms or future commitments, Partner shall submit a purchase acknowledgment form signed by the End-Customer which contains, at a minimum, the Software names, quantities, and applicable license definitions for the Software being ordered and the incorporation of the STA (as defined in Section 2(h) below) or an existing agreement between Provider and the End-Customer.
- (d) Partner Orders for Software designated in the price list provided by Provider to Partner as "PSO Required" will only be Approved by Provider if the End-Customer has purchased consulting services from Provider in connection with the Partner Order or Provider has granted a "Professional Services Waiver" for the Partner Order. Professional Services Waivers will be granted by Provider in its sole reasonable judgment based on the various aspects of each Partner Order.
- (e) Partner Orders for prepaid Maintenance Services must also specify the name and quantities of the Software for which Maintenance Services are being ordered and the duration of the Maintenance Services being ordered (e.g., one year, two years).
- (f) Partner Orders for Professional Services must also specify the number of eight-hour days or the number of hours of Professional Services being ordered and the estimated travel and living expenses, if not included in the daily or hourly rate and a reference to the applicable services order issued by Provider.
- (g) All Partner Orders will be subject to approval by Provider either in writing or by shipment ("**Approve**" or "**Approved**"). Partner Orders cannot be canceled or rescheduled once Approved by Provider. Partial shipments will be allowed. All shipments are FOB Shipping Point or FCA (Provider's Dublin office) ICC Incoterms (2010) and will be made by Provider directly to the specified End-Customer unless otherwise expressly stated in a Partner Order.
- (h) As a material condition for receiving any benefits from and/or participation in the Partner Program including without limitation any

discounts, incentives or marketing consideration, Partner shall ensure that in its transaction with an End-Customer, the End-Customer agrees to its use of Provider's Software being governed by the Software Transaction Agreement stated at <http://quest.com/legal/sta.aspx> or any other terms Provider requires to be provided to End-Customer (collectively, the "STA"). In the event the End-Customer has a mutually signed Agreement with Provider for Software licensing that cover purchases made through Partner, the End-Customer's signed agreement with Provider shall apply in lieu of the STA. In addition to the foregoing, the Partner shall ensure that all license quantities are correctly communicated to the End-Customer, along with the applicable license type(s) for the licensed Products (as indicated by Provider in the applicable Order, Price Book or otherwise and defined in the Product Guide at http://quest.com/docs/Product_Guide.pdf) used to determine the quantities licensed.

(i) Partner will be liable towards and indemnify Provider in the event Provider is unable to exercise any of its rights under the STA against the End Customer (for example where the End Customer has engaged in any unauthorized installation, use, copying, access or distribution of Provider Products) resulting from the fact Partner failed to adequately incorporate the reference to the STA and the applicable license types into the contract between Partner and End-Customer under which Partner resells Provider Products.

(j) Partner shall maintain records confirming its compliance with the obligations in Section 2(h), and upon Provider's request, Partner shall permit the Provider to review such records, however, Partner may redact commercial details as necessary. Partner shall provide reasonable support and cooperation to Provider where Provider seeks to enforce any of its rights of audit (as provided for in the STA) or other intellectual property rights against an End-Customer in respect of the Software.

3. Relationship of the Parties. This Agreement is non-exclusive and is not intended to prohibit or inhibit existing or future business relationships of either party. The parties are independent contractors. Neither party has nor will represent that it has any authority to assume or create any obligation, expressed or implied, on behalf of the other party or to represent that the other party is an agent, employee, or involved in a joint venture with it; or that the other party is involved with it in any capacity, except as specified in this Agreement. Each party shall be responsible for all expenses incurred by it in the course of exercising any right or complying with any responsibility under this Agreement.

4. Trademarks. Partner may use those trademarks used by Provider in conjunction with its promotion and marketing activities under this Agreement (the "Marks"). All such use must be in accordance with Provider's trademark usage guidelines then in effect located at www.quest.com/legal. Partner acknowledges Provider's exclusive right in and to the Marks and agrees that use of the Marks shall not create in Partner any right, title or interest therein, and every use thereof shall inure to the benefit of Provider. Partner will not adopt, use or attempt to register any trademarks or trade names that are confusingly similar to the Marks or in such a way as to create combination marks with the Marks. At Provider's request, Partner shall promptly modify or discontinue any use of the Marks if Provider determines that such use does not comply with Provider's then-current trademark usage guidelines.

5. Reservation of Rights and Ownership. Provider reserves any and all rights, implied or otherwise, which are not expressly granted to Partner in this Agreement. Partner understands and agrees that (i) the Products are protected by copyright and other intellectual property laws and treaties, (ii) Provider and/or its suppliers own the title, copyright, and other intellectual property rights in the Products, (iii) the Software is licensed, and not sold, and (iv) except as expressly permitted herein, this Agreement does not grant Partner any rights to Provider's trademarks or service marks.

6. Payment. Partner agrees to pay to Provider the fees specified in each Partner Order, including any applicable shipping fees. Partner will be invoiced promptly following delivery of the Software to the End-Customer and Partner shall make all payments due to Provider in full within thirty (30) days from the date of each invoice. Provider reserves the right to charge Partner a late penalty of 1.5% of the invoice amount per month (or the maximum rate permitted by law, whichever is the lesser) for any amounts payable to Provider by Partner that are not subject to a good faith dispute and that remain unpaid after the due date until such amount is paid.

7. Taxes. All amounts payable under this Agreement are exclusive of all sales, use, value added, withholding and other taxes and duties. Partner will pay all applicable taxes and duties assessed in connection with this Agreement and its performance, except for taxes payable based on Provider's net income. Partner will promptly reimburse Provider for any and all such taxes or duties that Provider may be required to pay in connection with this Agreement.

8. Term & Termination.

(a) **Term & Termination.** The term of this Agreement will begin on the date Partner accepts the Agreement by "click-through" on Provider's website (the "Effective Date") and will continue until terminated. This Agreement may be terminated by either party for any reason upon thirty (30) days written notice.

(b) **Effect of Termination.** Any Approved Partner Orders placed by Partner prior to the Effective Date of a termination shall be delivered to the End-Customer by Provider and the obligations of the *Payment* Section shall apply to such Partner Orders. At a party's request, the other party shall promptly return all Confidential Information (as defined in the *Confidential Information* Section of this Agreement), including computer media, Software, documentation and related information in such party's possession. In no event will either party be liable to the other for compensation, reimbursement or damages on account of expenditures, investments, leases or commitments in connection with the business of Provider or Partner, or for any other reason whatsoever arising from any termination. Termination of this Agreement shall not release Partner from its liability to pay Provider any amounts owed to Provider under the Agreement and any such amounts shall become due and payable immediately.

(c) **Survival.** Any provision of this Agreement that requires or contemplates execution after expiration or termination are enforceable against the other party and their respective successors and assignees notwithstanding expiration or termination, including, without limitation the *Taxes, Effect of Termination, Survival, Warranty Disclaimer, Infringement Indemnity, Limitation of Liability, Confidential Information, Compliance with Laws, and General* Sections of this Agreement.

9. Limited Warranties.

(a) **Provider Warranty.** Provider warrants that it has the ownership rights and/or licenses necessary to perform its obligations under this Agreement. Partner's sole and exclusive remedy and Provider's entire liability for any breach of the warranty in the preceding sentence shall be for Provider to perform its obligations under the *Infringement Indemnity* Section of this Agreement. Provider shall provide a limited warranty on the Products and Professional Services as set out in the STA or Services Agreement (as applicable).

(b) **Partner Warranty.** Partner warrants that it shall not directly or indirectly make or offer any warranties or make any representations to any third party, including but not limited to End-Customers, regarding Provider, the Products, or the Services which are inconsistent with or in addition to those representations contained in the (i) technical and marketing materials published and made generally available to the public by Provider or (ii) the STA.

(c) **Mutual Warranty.** Each party warrants that it has the right and authority to (i) enter into this Agreement and to perform its obligations under this Agreement without violating any agreements it may have with any third parties, and (ii) disclose any End-Customer or other information which it may disclose during the course of its performance under this Agreement.

(d) **Warranty Disclaimer.** THE EXPRESS WARRANTIES AND REMEDIES SET FORTH IN THIS SECTION ARE THE ONLY WARRANTIES AND REMEDIES PROVIDED BY PROVIDER HEREUNDER. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, ALL OTHER WARRANTIES OR REMEDIES ARE EXCLUDED, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE, NON-INFRINGEMENT, SATISFACTORY QUALITY, AND ANY WARRANTIES ARISING FROM USAGE OF TRADE OR COURSE OF DEALING OR PERFORMANCE.

10. Infringement Indemnity. Provider shall indemnify Partner from and against any claim, suit, action, or proceeding brought against Partner by a third party to the extent it is based on an allegation that the Software directly infringes any patent, copyright, trademark, or other proprietary right enforceable in the country in which Provider has authorized Partner to resell the Software, or misappropriates a trade secret in such country (a **"Claim"**). Indemnification for a Claim shall consist of the following: Provider shall (a) defend or settle the Claim at its own expense, (b) pay any judgments finally awarded against Partner under a Claim or any amounts assessed against Partner in any settlements of a Claim, and (c) reimburse Partner for the reasonable administrative costs or expenses, including without limitation reasonable attorneys' fees, it necessarily incurs in responding to the Claim. Provider's obligations under this *Infringement Indemnity* Section are conditioned upon Partner (i) giving prompt written notice of the Claim to Provider, (ii) permitting Provider to retain sole control of the investigation, defense or settlement of the Claim, and (iii) providing Provider with cooperation and assistance as Provider may reasonably request in connection with the Claim. Provider shall have no obligation hereunder to defend Partner against any Claim resulting from a modification of the Software other than by Provider. This Section states Provider's entire liability and its sole and exclusive indemnification obligations with respect to a Claim.

11. Limitation of Liability.

Except as otherwise set forth in Appendix A the parties shall be liable as follows:

(a) Subject to Section 11(b) and (c), the maximum aggregate and cumulative liability of either party under this Agreement, whether arising in or for breach of contract, tort (including negligence), breach of statutory duty, or otherwise, shall not exceed (i) the greater of the fees paid and/or owed (as applicable) by Partner for the Products or Maintenance Services or Professional Services that are the subject of the claim or five hundred US dollars (US\$500); or (ii) for Maintenance Services or a Product subject to recurring fees, the liability shall not exceed the greater of the amount paid and/or owed (as applicable) for such Maintenance Service or Product during the twelve (12) months preceding the breach or five hundred US dollars (US\$500).

(b) Subject to Section 11(c), neither party shall be liable for any (i) loss of income, revenue, business, contracts or actual or anticipated profits; (ii) loss of anticipated savings; (iii) loss of goodwill or reputation; (iv) loss of, damage to or corruption of data; (v) recovery of data or programs; (vi) indirect, incidental, special or consequential loss or damage of any kind; howsoever arising, whether such loss or damage was foreseeable or in the contemplation of the parties and whether arising in or for breach of contract, tort (including negligence), breach of statutory duty, or otherwise.

(c) Nothing in this Agreement shall exclude or limit a party's liability for (i) any breach of the *Trademarks, Reservation of Rights and Ownership*, and *Export* Sections of this Agreement; (ii) a party's express obligations under the *Infringement Indemnity* Section of this Agreement; (iii) any breach of Partner's payment obligations; (iv) Partner's violation of the scope of activities authorized by this Agreement; (v) death or personal injury resulting from negligence; (vi) willful misconduct or fraud; (vii) any liability to the extent liability may not be excluded or limited as a matter of applicable law; and (viii) Partner's liability to Provider arising from any breach by Partner of its obligations under Section 2(h).

(d) Provider's affiliates and suppliers shall be beneficiaries of this *Limitation of Liability* Section; otherwise, no third party beneficiaries exist under this Agreement.

12. Confidential Information.

(a) **Definition.** **"Confidential Information"** means information or materials disclosed by one party (the **"Disclosing Party"**) to the other party (the **"Receiving Party"**) that are not generally available to the public and which, due to their character and nature, a reasonable person under like circumstances would treat as confidential, including, without limitation, financial, marketing, and pricing information, trade secrets, know-how, proprietary tools, knowledge and methodologies, the Software (in source code and/or object code form), information or benchmark test results regarding the functionality and performance of the Software, any Software license keys provided to End-Customer or to Partner, and the terms and conditions of this Agreement.

Confidential Information shall not include information or materials that (i) are generally known to the public, other than as a result of an unpermitted disclosure by the Receiving Party after the Effective Date; (ii) were known to the Receiving Party without an obligation of confidentiality prior to receipt from the Disclosing Party; (iii) the Receiving Party lawfully received from a third party without that third party's breach of agreement or obligation of trust; or (iv) are or were independently developed by the Receiving Party without access to or use of the Disclosing Party's Confidential Information.

(b) **Obligations.** The Receiving Party shall (i) not disclose or permit disclosure of the Disclosing Party's Confidential Information to any third party, except as permitted in subsection (c) below, (ii) only use the Disclosing Party's Confidential Information to exercise the rights granted to it under this Agreement, and (iii) protect the Disclosing Party's Confidential Information from unauthorized use or disclosure by exercising at least the same degree of care it uses to protect its own similar information, but in no event less than a reasonable degree of care. The Receiving Party shall promptly notify the Disclosing Party of any known unauthorized use or disclosure of the Disclosing Party's Confidential Information and will cooperate with the Disclosing Party in any litigation brought by the Disclosing Party against third parties to protect its

proprietary rights. For the avoidance of doubt, this Section shall apply to all disclosures of the parties' Confidential Information as of the Effective Date, whether or not specifically arising from a party's performance under this Agreement.

(c) **Permitted Disclosures.** Notwithstanding the foregoing, the Receiving Party may disclose the Disclosing Party's Confidential Information without the Disclosing Party's prior written consent to any of its Affiliates, directors, officers, employees, consultants, contractors or representatives (collectively, the "**Representatives**"), but only to those Representatives that (i) have a "need to know" in order to carry out the purposes of this Agreement or to provide professional advice in connection with this Agreement, (ii) are legally bound to the Receiving Party to protect information such as the Confidential Information under terms at least as restrictive as those provided herein, and (iii) have been informed by the Receiving Party of the confidential nature of the Confidential Information and the requirements regarding restrictions on disclosure and use as set forth in this Section. The Receiving Party shall be liable to the Disclosing Party for the acts or omissions of any Representatives to which it discloses Confidential Information which, if done by the Receiving Party, would be a breach of this Agreement.

Additionally, it shall not be a breach of this Section for the Receiving Party to disclose the Disclosing Party's Confidential Information as may be required by operation of law or legal process, provided that the Receiving Party provides prior notice of such disclosure to the Disclosing Party unless expressly prohibited from doing so by a court, arbitration panel or other legal authority of competent jurisdiction.

Further, Partner agrees that Provider may use Partner information (including *Protected Data*) as necessary in the course of its usual business operations and that Provider may disclose such information to its distributors or End-Customers to enable warranty or other problem resolution.

13. Compliance With Laws. Partner hereby agrees to comply with all laws, rules and regulations applicable to the transactions contemplated by this Agreement both in the Territory and to the extent applicable outside the Territory, including but not limited to the laws, rules and regulations outlined and described in this Section 13. Partner will obtain and maintain all necessary government licenses, permits, approvals, and registrations required by law at all times during the term of this Agreement. These responsibilities shall include, without limitation, compliance with any applicable currency exchange regulations or other similar requirements.

a. Data Privacy. Provider and Partner acknowledge and agree that the General Data Protection Regulation (EU) 2016/679 ("**GDPR**") as amended from time to time applies to the transfer of personal data in the course of the transactions contemplated by this Agreement to the extent that such transactions involve or include the collection, processing or deletion of personal data of EU residents. For purposes of this paragraph, the terms "controller", "processor", "data subject", "personal data" and "processing" shall have the meanings ascribed to them in Article 4 of GDPR. Partner is responsible for obtaining all necessary authorizations for lawful processing of such personal data prior to passing such data to Provider and for the accuracy and quality of the personal data to be processed by Provider. Partner authorizes Provider to use, store, share and transfer the personal data for the purpose of performing Provider's obligations under a Partner Order and for any additional purposes described pursuant to Partner Order.

To the extent Provider processes personal data as a data processor on behalf of Partner under or in connection with a Partner Order, Provider shall (i) apply reasonable safeguard for such transfer (including, where applicable, the Standard Contractual Clauses located here: <https://eur-lex.europa.eu/legal-content/EN/TXT/HTML/?uri=CELEX:32021D0914>, (ii) ensure appropriate technical and organizational measures are in place to safeguard such personal data against accidental or unlawful loss, alteration, disclosure or access, and (iii) process the personal data in accordance with Partner's written instructions in connection with the Partner Order. Provider undertakes to keep and maintain documentation of processing or use of personal data provided by Partner to Provider under this Agreement.

b. Export. Partner acknowledges that the Products and Maintenance Services are subject to the export control laws, rules, regulations, restrictions and national security controls of the United States and other applicable foreign agencies (the "Export Controls") and agrees to abide by the Export Controls.

i. Partner Commitments.

a. No violation of Export Laws. Partner hereby agrees to resell the Products, Maintenance Services, and Professional Services in accordance with the Export Controls, and shall not export, re-export, sell, lease or otherwise transfer the Products or any copy, portion or direct product of the foregoing in violation of the Export Controls.

b. Licenses. Partner is solely responsible for obtaining all necessary licenses or authorizations relating to the export, re-export, sale, lease or transfer of the Products and for ensuring compliance with the requirements of such licenses or authorizations.

c. Representations and Commitments. Partner hereby:

- (i) represents that Partner is not an entity or person to which the sale of the Products or Maintenance Services for resale to End-Customers is prohibited by the Export Controls; and
- (ii) agrees that it shall not export, re-export or otherwise transfer the Products to:
 - a. any country subject to a United States trade embargo,
 - b. a national or resident of any country subject to a United States trade embargo,
 - c. any person or entity to which shipment of Products is prohibited by the Export Controls, or
 - d. anyone who is engaged in activities related to the design, development, production, or use of nuclear materials, nuclear facilities, nuclear weapons, missiles or chemical or biological weapons.

d. Defense of Export Claims. Partner shall, at its expense, defend Provider and its Affiliates from any third party claim or action arising out of any inaccurate representation made by Partner regarding the existence of an export license, Partner's failure to provide information to Provider to obtain an export license or any allegation made against Provider due to Partner's violation or alleged violation of the Export Controls (an "Export Claim") and shall pay any judgments or settlements reached in connection with the Export Claim as well as Provider's costs of responding to the Export Claim.

c. Anti-Corruption Law Compliance. Provider does not tolerate bribery or corruption. Provider may immediately terminate this Agreement or suspend its performance hereunder if Partner breaches this Section or refuses to provide information requested by Provider to confirm its compliance with this Section of the Agreement. As used herein, the "Anti-Corruption Laws" means the anti-corruption or anti-bribery laws in effect in jurisdictions where Partner markets or sells Provider products or services. The Anti-Corruption Laws specifically include the Foreign Corrupt Practices Act of the United States and the Bribery Act 2010 of the United Kingdom. The parties agree to comply

with the Anti-Corruption Laws.

Each party agrees that it will not:

- i. offer, promise, or give any financial or other advantage to any person(s) (public or private): (i) in order to induce a person to improperly perform a relevant function or duty; (ii) to reward a person for such improper activity; or (iii) where the person knows or believes that the acceptance of the advantage is itself an improper performance of a function or duty; and
- ii. offer, promise, or give any financial or other advantage to a public official, either directly or through a third party intermediary, with the intent to obtain or retain business or an advantage in the conduct of business by either (i) influencing the official in his official capacity, (ii) inducing such foreign official to do or omit to do any act in violation of his lawful duties, (iii) securing any improper advantage; or (iv) inducing the official to use his influence with a government or instrumentality thereof to affect or influence any act or decision of such government or instrumentality.

Partner's Specific Commitments:

- iii. **Third Parties.** Partner agrees that in the event that Partner subcontracts the provision of any element of this Agreement to any person or receives any services in connection with its performance of this Agreement from any person (each such person being an "Associated Person"), it shall impose upon such Associated Person obligations that are no less onerous than those imposed upon Partner in this Agreement.
 - iv. **No Conviction.** Partner warrants and represents that neither Partner nor any of its officers or employees has been convicted of any offense involving bribery, corruption, fraud or dishonesty or, to the best of its knowledge, has been or is the subject of any investigation, inquiry or enforcement proceedings by any governmental, administrative or regulatory body regarding any offence or alleged offence under the Anti-Corruption Laws.
 - v. **Policies.** Partner shall maintain, monitor and enforce throughout the duration of dealings between the parties, (and allow access thereto to Provider as requested), its own anti-corruption policies and procedures, including without limitation, adequate procedures designed to ensure that Partner and its Associated Persons comply with the Anti-Corruption Laws.
 - vi. **Books and Records.** Partner shall maintain true, accurate, and complete accounting books and records relating to all of Partner's activities under this Agreement and shall provide information, documentation and reasonable assistance to Provider for purposes of ensuring compliance with the Anti-Corruption Laws.
- d. Corporate Social Responsibility.** Provider strongly believes in a commitment to the highest standards of ethical conduct in its relationships with its customers, employees, and vendors. This includes holding its partners to high standards of excellence as defined in governing laws, recognized international standards and conventions, and global best practices. Partner therefore agrees and confirms to comply with the Ten Principles of the UN Global Compact (<https://www.unglobalcompact.org/what-is-gc/mission/principles>) and any failure to comply with such shall be deemed a material breach of the Agreement and Partner shall indemnify and hold harmless Provider and its affiliates, officers, agents and employees, at Partner's sole expense, from and against any and all claims, actions, suits or other legal proceedings brought against Provider, its affiliates, officers, agents and employees, arising out of the performance of Partner and its employees of the services undertaken pursuant to this Agreement.

14. MSP Terms. For those Partners specifically enrolled by Provider in the OneLogin MSP Program or any successor thereof, the terms set forth on Appendix B "OneLogin MSP Annex to the One Identity Reseller Terms & Conditions" shall apply.

15. General.

(a) Provider Entity, Governing Law and Venue.

The governing law and jurisdiction for resolution of disputes shall be determined in accordance with the provisions in Appendix A.

For all regions, the parties agree that neither the United Nations Convention on Contracts for the International Sale of Goods, nor the Uniform Computer Information Transaction Act (UCITA) shall apply to this Agreement, regardless of the states in which the parties do business or are incorporated.

(b) **Assignment.** Neither party may assign, transfer or subcontract all or part of this Agreement (or as applicable any Partner Order) without the prior written consent of the other party except that (1) no consent is required to assign to a Provider affiliate, (2) in connection with a merger, acquisition or sale of all or any portion of such party's assets or business, provided that such party's successor entity assumes in writing all of such party's obligations under this Agreement and agrees in writing to be bound by this Agreement, and (3) Provider may subcontract its obligations under a Partner Order but shall remain liable and responsible to Partner for such obligations.

(c) **Severability.** If any provision of this Agreement shall be held by a court of competent jurisdiction to be contrary to law, such provision will be enforced to the maximum extent permissible by law to effect the intent of the parties and the remaining provisions of this Agreement will remain in full force and effect. Notwithstanding the foregoing, the terms of this Agreement that limit, disclaim, or exclude warranties, remedies or damages are intended by the parties to be independent and remain in effect despite any failure or unenforceability of an agreed remedy. The parties have relied on the limitations and exclusions set forth in this Agreement in determining whether to enter into it.

(d) **Notices.** All notices provided hereunder shall be in writing, and addressed to the legal department of the respective party or to such other address as may be specified in an order or in writing by either of the parties to the other in accordance with this Section of the Agreement. Except as may be expressly permitted herein, either Party may deliver notices personally, or via a nationally recognized courier or overnight delivery service, or mailed by first class mail, postage prepaid. Provider may additionally deliver notices via email to Partner at an email address given by Partner at the point of registration. All notices, requests, demands or communications shall be deemed effective upon personal delivery or email sending, or if sent by mail, four (4) days following deposit in the mail in accordance with this paragraph.

(e) **Disclosure of Partner Status.** Provider may include Partner in its listing of Partners and, upon written consent by Partner, announce Partner's selection of Provider in its marketing communications.

(f) **Waiver.** Performance of any obligation required by a party hereunder may be waived only by a written waiver signed by an authorized

representative of the other party, which waiver shall be effective only with respect to the specific obligation described therein. Any waiver or failure to enforce any provision of this Agreement on one occasion will not be deemed a waiver of any other provision or of such provision on any other occasion.

(g) **Injunctive Relief.** Each party acknowledges and agrees that in the event of a material breach of this Agreement, including but not limited to a breach of the “Trademarks”, “Reservation of Rights and Ownership”, “Payment”, “Confidential Information” or “Data Privacy” Sections of this Agreement, the non-breaching party shall be entitled to seek immediate injunctive relief, without limiting its other rights and remedies.

(h) **Force Majeure.** Each party will be excused from performance for any period during which, and to the extent that, it is prevented from performing any obligation or service as a result of causes beyond its reasonable control, and without its fault or negligence, including without limitation, acts of God, strikes, lockouts, riots, acts of war, epidemics, pandemics, communication line failures, and power failures. For added certainty, this Section shall not operate to change, delete, or modify any of the parties’ obligations under this Agreement (e.g., payment), but rather only to excuse a delay in the performance of such obligations.

(i) **Headings.** Headings in this Agreement are for convenience only and do not affect the meaning or interpretation of this Agreement. This Agreement will not be construed either in favor of or against one party or the other, but rather in accordance with its fair meaning. When the term “including” is used in this Agreement it will be construed in each case to mean “including, but not limited to.”

(j) **Entire Agreement.** This Agreement constitutes the entire agreement between the parties regarding the subject matter thereof regardless whether this Agreement is referenced on any Partner Order, and supersedes all prior or contemporaneous agreements or representations, written or oral, concerning the subject matter of this Agreement, including but not limited the terms and conditions on any Partner Order. By issuing a Partner Order, the parties agree that the Partner Order shall be considered Partner’s acceptance of the Provider’s offer to supply Products or Professional Services and not a counter-offer. Provider’s failure to object to the terms and conditions in any Partner Order shall not indicate Provider’s acceptance of such terms and conditions nor operate as a waiver of or modification to the Agreement. This Agreement may not be modified or amended except by a written amendment executed by a duly authorized representative of each party. No other act, document, usage or custom shall be deemed to amend or modify this Agreement.

APPENDIX A - "COUNTRY UNIQUE TERMS"

1. EUROPE, MIDDLE EAST, AFRICA Region

If Partner's principal place of business is located in Austria, Belgium, Denmark, France, Germany, Ireland, Italy, Netherlands, Norway, Spain, Sweden, Switzerland or the United Kingdom, then the laws of such country shall apply to and govern this Agreement in relation to any disputes or claims arising hereunder. If Partner's principal place of business is located in any other country in Europe, the Middle East or Africa, then the laws of England shall apply instead for such purposes. Any action seeking enforcement of this Agreement or any provision hereof shall be brought exclusively in the courts of the country whose laws apply to this Agreement. Each party hereby agrees to submit to the jurisdiction of such courts.

For this region the definition of "**Provider**" shall be Quest Software International Limited, with its principal place of business at City Gate Park, Mahon, Cork, Ireland.

The following shall apply as a new provision:

"Territory.

(a) If Partner's focus Territory (as defined in Section 1(g)) is within the European Economic Area ("**EEA**"), Partner hereby agrees not to actively market and sell to any party located outside the EEA or, subject to Sub-section (d) below, within the Restricted Territories (as defined in Sub-Section (c) below.

(b) If Partner's focus Territory is outside the EEA, Partner hereby agrees not to actively market and sell to any party located outside the Territory.

(c) Notwithstanding the nature and scope of this Agreement, Provider currently has certain exclusive arrangements in place with certain third parties and is required (amongst other things) to prevent the sale of the Products, Maintenance Services and Professional Services in following countries within (1) Europe: Albania, Bosnia and Herzegovina, Bulgaria, Croatia, Cyprus, Czech Republic, Estonia, Greece, Hungary, Kosovo, Latvia, Lithuania, Macedonia, Malta, Montenegro, Poland, Romania, Serbia, Slovakia, Slovenia; (2) Middle East: Afghanistan, Bahrain, Iraq, Jordan, Kuwait, Lebanon, Oman, Pakistan, Qatar, Saudi Arabia, Turkey, United Arab Emirates, Yemen; and (3) Africa: Algeria, Angola, Benin, Botswana, Burkina Faso, Burundi, Cameroon, Cape Verde, Central African Republic, Chad, Congo, Cote d'Ivoire, Democratic Republic of Congo, Djibouti, Egypt, Equatorial Guinea, Eritrea, Ethiopia, Gabon, Gambia, Ghana, Guinea, Guinea-Bissau, Kenya, Lesotho, Liberia, Libya, Madagascar, Malawi, Mali, Mauritania, Mauritius, Morocco, Mozambique, Namibia, Nigeria, Rwanda, Sa Tome & Principe, Senegal, Sierra Leone, Somalia, South Africa, South Sudan, Swaziland, Tanzania (United Republic of), Togo, Tunisia, Uganda, Zambia, Zimbabwe (collectively the "**Restricted Territories**").

(d) For the avoidance of doubt, any passive sales activities within Europe, Middle East and Africa, i.e. sales activities which were initiated by End-Customers and not by Partner shall not be covered by the above restrictions, however, Partner may be required to place orders for End-Customers located in the Restricted Territories with Provider's exclusive partners under a separate agreement with such exclusive partner".

Country Specific Terms.

The following terms shall apply when Partner's principal place of business is one of the following countries:

"(a) **Austria or Germany:** The following replaces clause "Limitation of Liability" in its entirety: (i) The parties accept unlimited liability for acts or omissions based on willful misconduct or gross negligence. (ii) In case of slight negligence, the parties are only liable in case of a violation of essential contractual duties in a manner that endangers the Partner Order's purpose or in case of a violation of duties that are indispensable for the proper execution of the Partner Order. Liability for slight negligence is then limited to contract-typical, foreseeable damages. (iii) For claims according to the preceding clause (ii) liability is further limited to the fees paid and/or owed (as applicable) by Partner for the Products, Maintenance Services or Professional Services that are the subject of the claim; for Maintenance Services or a Product subject to recurring fees, liability is further limited to the amount paid and/or owed (as applicable) for such Maintenance Service or Product during the twelve (12) months preceding. (iv) This provision applies to all claims for damages independent of their legal basis, including tort claims. (v) The following claims remain unaffected from the preceding limitations of liability: claims based on (1) the product liability act; (2) a breach of an express guarantee; (3) personal injury, or death; (4) willful misconduct or fraud; (5) any breach of the *Trademarks, Reservation of Rights and Ownership*, and *Export* Sections of this Agreement; (6) a party's express obligations under the *Infringement Indemnity* Section of this Agreement; (7) any breach of Partner's payment obligations; (8) Partner's violation of the scope of activities authorized by this Agreement; and (9) any liability to the extent liability may not be excluded or limited as a matter of applicable law. (vi) These limitations of liability analogous to claims against Provider's Affiliates and suppliers and disbursements.

(b) **France:** In addition to other rights and remedies for non-payment of invoices as specified in Section *Payment*, automatic collection fees, amounting to €40, may also be applied by Provider."

2. AMERICAS Region

If Partner's principal place of business located in the United States of America or any other region or country not otherwise determined elsewhere by this Appendix A, then this Agreement shall be governed by and construed in accordance with the laws of the State of California, without giving effect to any conflict of laws principles that would require the application of laws of a different state. Any action seeking enforcement of this Agreement or any provision hereof shall be brought exclusively in the state or federal courts located in the County of Orange, State of California, United States of America. Each party hereby agrees to submit to the jurisdiction of such courts.

For this region, the Provider entity shall be the one named in Section 1 (Definitions).

The following specific terms shall apply whenever Partner is subject to the governing law of California.

The following shall replace the existing Section 11 entirely:

"Limitation of Liability. EXCEPT FOR (A) ANY BREACHES OF THE *TRADEMARKS, RESERVATION OF RIGHTS AND OWNERSHIP*, AND *CONFIDENTIAL INFORMATION* SECTIONS OF THIS AGREEMENT; (B) AMOUNTS CONTAINED IN JUDGMENTS OR

SETTLEMENTS WHICH A PARTY IS LIABLE TO PAY ON BEHALF OF THE OTHER PARTY UNDER THE *INFRINGEMENT INDEMNITY* SECTION OF THIS AGREEMENT; OR (C) ANY LIABILITY TO THE EXTENT LIABILITY MAY NOT BE EXCLUDED OR LIMITED AS A MATTER OF LAW, IN NO EVENT SHALL PROVIDER, ITS AFFILIATES, OR SUPPLIERS, OR RESELLER BE LIABLE FOR ANY LOSS OF REVENUE, LOSS OF ACTUAL OR ANTICIPATED PROFITS, LOSS OF BUSINESS, LOSS OF CONTRACTS, LOSS OF GOODWILL OR REPUTATION, LOSS OF ANTICIPATED SAVINGS, LOSS OF, DAMAGE TO OR CORRUPTION OF DATA, OR FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL LOSS OR DAMAGE OF ANY KIND, IN EACH CASE HOWSOEVER ARISING, WHETHER SUCH LOSS OR DAMAGE WAS FORESEEABLE OR IN THE CONTEMPLATION OF THE PARTIES AND WHETHER ARISING IN OR FOR BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), BREACH OF STATUTORY DUTY, OR OTHERWISE.

EXCEPT FOR (A) ANY BREACH OF RESELLER'S PAYMENT OBLIGATIONS; (B) ANY BREACHES OF THE *TRADEMARKS, RESERVATION OF RIGHTS AND OWNERSHIP, CONFIDENTIAL INFORMATION, AND EXPORT* SECTIONS OF THIS AGREEMENT; (C) A PARTY'S EXPRESS OBLIGATIONS UNDER THE *INFRINGEMENT INDEMNITY* SECTION OF THIS AGREEMENT; (D) RESELLER'S VIOLATION OF THE SCOPE OF ACTIVITIES AUTHORIZED BY THIS AGREEMENT, OR (E) ANY LIABILITY TO THE EXTENT LIABILITY MAY NOT BE EXCLUDED OR LIMITED AS A MATTER OF LAW, THE MAXIMUM AGGREGATE AND CUMULATIVE LIABILITY OF PROVIDER, ITS AFFILIATES AND SUPPLIERS, AND RESELLER UNDER THIS AGREEMENT, WHETHER ARISING IN OR FOR BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), BREACH OF STATUTORY DUTY, OR OTHERWISE, SHALL NOT EXCEED THE FEES PAID AND/OR OWED (AS APPLICABLE) BY RESELLER OR ITS AFFILIATES FOR THE PRODUCTS OR MAINTENANCE SERVICES THAT ARE THE SUBJECT OF THE CLAIM. FOR MAINTENANCE SERVICES OR A PRODUCT SUBJECT TO RECURRING FEES, THE LIABILITY SHALL NOT EXCEED THE AMOUNT PAID AND/OR OWED (AS APPLICABLE) FOR SUCH MAINTENANCE SERVICE OR PRODUCT DURING THE TWELVE (12) MONTHS PRECEDING THE CLAIM.

Provider's Affiliates and suppliers shall be beneficiaries of this Section; otherwise, no third party beneficiaries exist under this Agreement."

The following shall replace the existing Section 18(b) entirely:

"Assignment. Partner shall not, in whole or part, assign or transfer any part of this Agreement or any rights hereunder without the prior written consent of Provider. Any attempted transfer or assignment by Partner that is not permitted by this Agreement shall be null and void."

The following shall apply as a new provision:

"Use by U.S. Government. The Software is a "commercial item" under FAR 12.201. Consistent with FAR section 12.212 and DFARS section 227.7202, any use, modification, reproduction, release, performance, display, disclosure or distribution of the Software or documentation by the U.S. government shall be governed solely by the terms of this Agreement and shall be prohibited except to the extent expressly permitted herein."

The following shall apply as a new provision:

"Resale To Government Agency. In the event that Partner is permitted under this Agreement to provide Products to a federal, state, or local government agency, or to a prime contractor or subcontractor that distributes to any such agency, Partner does so at its own option and risk. No provision required in any government contract or subcontract related hereto shall be deemed a part of this Agreement, or be imposed upon or binding upon Provider, and this Agreement will not be deemed an acceptance of any government provisions that may be included or referred to in any Partner Order or other purchasing document. Partner shall be solely and exclusively responsible for compliance with all statutes, regulations and clauses governing sales to such agencies. Provider makes no representations, certifications, or warranties whatsoever with respect to the ability of its Software Products or Maintenance Services to satisfy such statutes, regulations or clauses."

The following shall apply as a new provision:

"Equal Opportunity. Quest Software Inc. is a federal contractor and Affirmative Action employer (M/F/D/V) as required by the Equal Opportunity clause C.F.R. § 60-741.5(a)."

3. CANADA Region

If Partner's principal place of business located in Canada, then this Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada, without giving effect to any conflict of laws principles that would require the application of laws of a different province. Any action seeking enforcement of this Agreement or any provision hereof shall be brought exclusively in the courts located in the Province of Ontario, Canada. Each party hereby agrees to submit to the jurisdiction of such courts.

For this region the definition of **"Provider"** shall be Quest Software Canada Inc., with its principal place of business at 10 Roybridge Gate, Ste. 100, Woodbridge, ON L4H 3M8.

The following shall replace the existing Section 11 entirely:

"Limitation of Liability. EXCEPT FOR (A) ANY BREACHES OF THE *TRADEMARKS, RESERVATION OF RIGHTS AND OWNERSHIP, AND CONFIDENTIAL INFORMATION* SECTIONS OF THIS AGREEMENT; (B) AMOUNTS CONTAINED IN JUDGMENTS OR SETTLEMENTS WHICH A PARTY IS LIABLE TO PAY ON BEHALF OF THE OTHER PARTY UNDER THE *INFRINGEMENT INDEMNITY* SECTION OF THIS AGREEMENT; OR (C) ANY LIABILITY TO THE EXTENT LIABILITY MAY NOT BE EXCLUDED OR LIMITED AS A MATTER OF LAW, IN NO EVENT SHALL PROVIDER, ITS AFFILIATES, OR SUPPLIERS, OR RESELLER BE LIABLE FOR ANY LOSS OF REVENUE, LOSS OF ACTUAL OR ANTICIPATED PROFITS, LOSS OF BUSINESS, LOSS OF CONTRACTS, LOSS OF GOODWILL OR REPUTATION, LOSS OF ANTICIPATED SAVINGS, LOSS OF, DAMAGE TO OR CORRUPTION OF DATA, OR FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL LOSS OR DAMAGE OF ANY KIND, IN EACH CASE HOWSOEVER ARISING, WHETHER SUCH LOSS OR DAMAGE WAS FORESEEABLE OR IN THE CONTEMPLATION OF THE PARTIES AND WHETHER ARISING IN OR FOR BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), BREACH OF STATUTORY DUTY, OR OTHERWISE.

EXCEPT FOR (A) ANY BREACH OF RESELLER'S PAYMENT OBLIGATIONS; (B) ANY BREACHES OF THE *TRADEMARKS, RESERVATION OF RIGHTS AND OWNERSHIP, CONFIDENTIAL INFORMATION, AND EXPORT* SECTIONS OF THIS AGREEMENT; (C) A PARTY'S EXPRESS OBLIGATIONS UNDER THE *INFRINGEMENT INDEMNITY* SECTION OF THIS AGREEMENT; (D) RESELLER'S VIOLATION OF THE SCOPE OF ACTIVITIES AUTHORIZED BY THIS AGREEMENT, OR (E) ANY LIABILITY TO THE EXTENT LIABILITY MAY NOT BE EXCLUDED OR LIMITED AS A MATTER OF LAW, THE MAXIMUM AGGREGATE AND CUMULATIVE LIABILITY OF PROVIDER, ITS AFFILIATES AND SUPPLIERS, AND RESELLER UNDER THIS AGREEMENT, WHETHER ARISING IN OR FOR BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), BREACH OF STATUTORY DUTY, OR OTHERWISE, SHALL NOT EXCEED THE FEES PAID AND/OR OWED (AS APPLICABLE) BY RESELLER OR ITS AFFILIATES FOR THE PRODUCTS OR MAINTENANCE SERVICES THAT ARE THE SUBJECT OF THE CLAIM. FOR MAINTENANCE SERVICES OR A PRODUCT SUBJECT TO RECURRING

FEES, THE LIABILITY SHALL NOT EXCEED THE AMOUNT PAID AND/OR OWED (AS APPLICABLE) FOR SUCH MAINTENANCE SERVICE OR PRODUCT DURING THE TWELVE (12) MONTHS PRECEDING THE CLAIM.

Provider's Affiliates and suppliers shall be beneficiaries of this Section; otherwise, no third party beneficiaries exist under this Agreement."

The following shall replace the existing Section 18(b) entirely:

"Assignment. Partner shall not, in whole or part, assign or transfer any part of this Agreement or any rights hereunder without the prior written consent of Provider. Any attempted transfer or assignment by Partner that is not permitted by this Agreement shall be null and void."

4. MEXICO Region

If Partner's principal place of business is located in Mexico this Agreement shall be governed by and construed in accordance with the Federal laws of Mexico City, without giving effect to any conflict of laws principles that would require the application of laws of a different state. The parties agree that neither the United Nations Convention on Contracts for the International Sale of Goods, nor the Uniform Computer Information Transaction Act (UCITA) shall apply to this Agreement, regardless of the states in which the parties do business or are incorporated. Any action seeking enforcement of this Agreement or any provision hereof shall be brought exclusively in the courts located in Mexico City. Each party hereby agrees to submit to the jurisdiction of such courts.

For this region the definition of "**Provider**" shall mean Quest Software Mx, S. de R.L. de C.V., with its principal place of business at Av. Patriotismo 229 Pisos 7 y 8, Col. San Pedro de los Pinos, Ciudad de México, 03800 Mexico.

The following shall replace the existing Section 11 entirely:

"Limitation of Liability. EXCEPT FOR (A) ANY BREACHES OF THE *TRADEMARKS, RESERVATION OF RIGHTS AND OWNERSHIP, AND CONFIDENTIAL INFORMATION* SECTIONS OF THIS AGREEMENT; (B) AMOUNTS CONTAINED IN JUDGMENTS OR SETTLEMENTS WHICH A PARTY IS LIABLE TO PAY ON BEHALF OF THE OTHER PARTY UNDER THE *INFRINGEMENT INDEMNITY* SECTION OF THIS AGREEMENT; OR (C) ANY LIABILITY TO THE EXTENT LIABILITY MAY NOT BE EXCLUDED OR LIMITED AS A MATTER OF LAW, IN NO EVENT SHALL PROVIDER, ITS AFFILIATES, OR SUPPLIERS, OR RESELLER BE LIABLE FOR ANY LOSS OF REVENUE, LOSS OF ACTUAL OR ANTICIPATED PROFITS, LOSS OF BUSINESS, LOSS OF CONTRACTS, LOSS OF GOODWILL OR REPUTATION, LOSS OF ANTICIPATED SAVINGS, LOSS OF, DAMAGE TO OR CORRUPTION OF DATA, OR FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL LOSS OR DAMAGE OF ANY KIND, IN EACH CASE HOWSOEVER ARISING, WHETHER SUCH LOSS OR DAMAGE WAS FORESEEABLE OR IN THE CONTEMPLATION OF THE PARTIES AND WHETHER ARISING IN OR FOR BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), BREACH OF STATUTORY DUTY, OR OTHERWISE.

EXCEPT FOR (A) ANY BREACH OF RESELLER'S PAYMENT OBLIGATIONS; (B) ANY BREACHES OF THE *TRADEMARKS, RESERVATION OF RIGHTS AND OWNERSHIP, CONFIDENTIAL INFORMATION, AND EXPORT* SECTIONS OF THIS AGREEMENT; (C) A PARTY'S EXPRESS OBLIGATIONS UNDER THE *INFRINGEMENT INDEMNITY* SECTION OF THIS AGREEMENT; (D) RESELLER'S VIOLATION OF THE SCOPE OF ACTIVITIES AUTHORIZED BY THIS AGREEMENT, OR (E) ANY LIABILITY TO THE EXTENT LIABILITY MAY NOT BE EXCLUDED OR LIMITED AS A MATTER OF LAW, THE MAXIMUM AGGREGATE AND CUMULATIVE LIABILITY OF PROVIDER, ITS AFFILIATES AND SUPPLIERS, AND RESELLER UNDER THIS AGREEMENT, WHETHER ARISING IN OR FOR BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), BREACH OF STATUTORY DUTY, OR OTHERWISE, SHALL NOT EXCEED THE FEES PAID AND/OR OWED (AS APPLICABLE) BY RESELLER OR ITS AFFILIATES FOR THE PRODUCTS OR MAINTENANCE SERVICES THAT ARE THE SUBJECT OF THE CLAIM. FOR MAINTENANCE SERVICES OR A PRODUCT SUBJECT TO RECURRING FEES, THE LIABILITY SHALL NOT EXCEED THE AMOUNT PAID AND/OR OWED (AS APPLICABLE) FOR SUCH MAINTENANCE SERVICE OR PRODUCT DURING THE TWELVE (12) MONTHS PRECEDING THE CLAIM.

Provider's Affiliates and suppliers shall be beneficiaries of this Section; otherwise, no third party beneficiaries exist under this Agreement."

The following shall replace the existing Section 18(b) entirely:

"Assignment. Partner shall not, in whole or part, assign or transfer any part of this Agreement or any rights hereunder without the prior written consent of Provider. Any attempted transfer or assignment by Partner that is not permitted by this Agreement shall be null and void."

5. BRAZIL Region

If Partner's principal place of business is located in Brazil this Agreement shall be governed by and construed in accordance with the laws of Brazil and subject to the exclusive jurisdiction of the Courts of Brazil. The parties elect the venue of the city of Sao Paulo, state of Sao Paulo, without giving effect to any conflict of laws principles that would require the application of laws of a different state. The parties agree that neither the United Nations Convention on Contracts for the International Sale of Goods, nor the Uniform Computer Information Transaction Act (UCITA) shall apply to this Agreement, regardless of the states in which the parties do business or are incorporated. Any action seeking enforcement of this Agreement or any provision hereof shall be brought exclusively in the courts located in Mexico City. Each party hereby agrees to submit to the jurisdiction of such courts.

For this region the definition of "**Provider**" shall mean Quest Software Ltda., with its principal place of business at Avenida das Nações Unidas, 14.171 - 15o andar, Marble Tower, Morumbi 04794-00 City of São Paulo, State of São Paulo.

The following shall apply as a new provision.

Withholding tax. If any government requires Partner to withhold taxes on payments to Provider under this agreement, Partner may deduct these taxes from the amount owed or part to Provider if Partner (i) provides to Provider within 90 days of payment to Provider an official receipt for the taxes withheld or other documents necessary to enable Provider to claim a foreign tax credit and (ii) promptly pays the withheld taxes to the appropriate tax authority. Partner must minimize taxes withheld to the extent possible under applicable law. This section applies to withholding taxes on payments to Provider only. It does not apply to any withholding taxes on payments made to Partner by its resellers.

The following shall apply as a new provision.

LGPD. The parties (by themselves, their associated parties, their directors, employees and service providers involved in this Agreement) acknowledge and agree to also comply with the Brazilian Data Protection Law ("LGPD") (as amended by Law No. 13.853/2019) and subsequent laws and regulations that may be enacted regarding Personal Protection Data in Brazil.

6. ASIA PACIFIC JAPAN Region

APJ Region:

If Partner's principal place of business is located in Australia, New Zealand, Singapore, People's Republic of China, Japan, Hong Kong S.A.R. and Macau S.A.R of China, or any other country in Asia this Agreement shall be governed by and construed in accordance with the laws of Singapore, without giving effect to any conflict of laws principles that would require the application of laws of a different state. The parties agree that neither the United Nations Convention on Contracts for the International Sale of Goods, nor the Uniform Computer Information Transaction Act (UCITA) shall apply to this Agreement, regardless of the states in which the parties do business or are incorporated. Any action seeking enforcement of this Agreement or any provision hereof shall be brought exclusively in the courts located in Singapore. Each party hereby agrees to submit to the jurisdiction of such courts.

For this region the definition of "**Provider**" means either Quest Software International Limited, with its principal place of business at City Gate Park, Mahon, Cork, Ireland, or if you purchased the Products in People's Republic of China (excluding Hong Kong, S.A.R., Macau S.A.R. and Taiwan), Quest Software (Beijing) Company Limited with its principal place of business at Room 607, Regus Business Center, 6 Floor, Zhong Yu Building, No. 6 Gongti North Road, Chaoyang District, Beijing, 100011, China, or if you purchased the Products in Japan, Quest Software Japan Ltd with its principal place of business at Nittochi Nishi Shinjuku Building 13F 6-10-1 Nishi-Shinjuku, Shinjuku-ku, Tokyo 160-0023 Japan.

APPENDIX B – ONELOGIN MSP ANNEX TO THE ONE IDENTITY RESELLER TERMS & CONDITIONS

This OneLogin MSP Annex (the “**Annex**”) is to state the terms and conditions for Partner’s participation in Provider’s MSP Program (the “**Program**”). For purposes of this Annex, Partner shall mean “**Customer**”. This Annex will apply only to the extent that Customer is selected by Provider to participate in the OneLogin Program.

In order to participate in the Program, the parties agree that:

(1) Provider shall grant Customer the right to use MSP Licenses that are ordered by Customer and accepted by Provider under the Program. MSP Licenses are as defined in and governed by the Software Transaction Agreement located at <https://www.oneidentity.com/legal/sta.aspx> and the SaaS Addendum located at <https://www.oneidentity.com/legal/saas-addendum.aspx> (collectively, the “**STA**”). Capitalized terms not otherwise defined herein are as defined in the STA. The terms of the STA are incorporated herein by reference.

(2) Customer’s additional obligations with respect to its involvement in the Program and use of the MSP Licenses are as follows:

Customer agrees that all support and training provided by it to its Clients shall be conducted in accordance with generally accepted industry standards and Customer’s best practices and that Customer may be required to undergo training, at Customer’s expense, for certain Products.

Customer agrees to maintain the facilities, resources and experienced personnel necessary to fulfill its obligations under this Annex and to maintain the operating system, computer hardware and network on which the Products reside in good operating condition. Customer agrees that its information technology assets will be fully capable of supporting the use anticipated hereunder.

(3) Customer’s Orders for MSP Licenses must contain the following information at a minimum: (i) applicable Software name, (ii) quantity of licenses, (iii) the duration of the license, if not perpetual, (iv) total price or monthly usage fee, as applicable, (v) License Type (e.g., per enabled user account, per migrated mailbox), (vi) identification of the licenses as MSP Licenses; and (vii) the Billing Method (defined below) applicable to the MSP Licenses.

(4) Provider shall invoice Customer for Orders submitted by Customer and accepted by Provider or for use by Customer in one of the following ways (each, a “Billing Method”), as may be stated on each Order or based on Customer’s actual use:

(a) Usage Reporting. For an Order for MSP Licenses to be billed based on usage, on or before the tenth (10th) day of the month following the end of each calendar quarter, Customer shall submit to Provider a written report stating the total number of units as defined by a Product’s License Type (and by named Client, if applicable) of each Product used by Customer in each month of the calendar quarter (the “Usage Report”).

Provider’s invoice to Customer under the Usage Reporting method shall be sent quarterly in arrears for the Usage Fees associated with Customer’s use of the Product in the applicable calendar quarter. The Usage Fee shall be the sum of the Monthly Usage Fees for each month of the calendar quarter based on the quantities stated in the Usage Report. Each Monthly Usage Fee shall be the greater of (a) the sum of the applicable Minimum Monthly Usage Fees (if any) stated in the applicable Order if the calendar quarter falls within the Minimum Monthly Period stated in the Order or (b) the amount equal to the number of units stated on the Usage Report multiplied by the applicable monthly usage fee if the calendar quarter does not fall within the Minimum Monthly Period or if there are no Minimum Monthly Usage Fees applicable to the Order.

(b) Fixed Quantity – Billed Periodically. For an Order of a fixed quantity of MSP Licenses to be billed periodically, as may be stated on an Order (the “Billing Period”), Provider’s invoice shall be sent following the end of each Billing Period for the amount of the applicable monthly fees multiplied by the quantity of MSP Licenses ordered by Customer for the number of months in the immediately preceding Billing Period. Provider will invoice Customer through the Commit Period identified on an Order and month to month after such Commit Period until and unless Customer terminates the MSP Licenses following the Commit Period.

(c) Fixed Quantity – Billed Upon Delivery. For an Order for a fixed quantity of MSP Licenses to be invoiced upon delivery, Provider shall invoice Customer for the full amount of such MSP Licenses after delivery of the Products.

(d) Usage Invoicing without an Order or Purchase Order. Customer acknowledges that Provider may track and record Customer’s use of the Products. If Provider discovers that Customer has used a Product in excess of the quantity of its purchased MSP Licenses or used different or additional functionality of the Product beyond the scope of its purchased MSP Licenses, Customer will be (1) fully responsible for all of such past use by Customer; and (2) required to purchase additional MSP Licenses corresponding to such excess use that will be scheduled to co-term with the end date of the subscription term for Customer’s previously purchased MSP Licenses (“True Up Obligation”). Provider will invoice Customer for the True Up Obligation, and Customer agrees to pay such invoice without requiring a signed order with Provider or issuance of a purchase order for its True Up Obligation.