

Qualys Master Distribution Partner Agreement

THIS QUALYS PARTNER AGREEMENT WITH MSSP SERVICES INCLUDES THE TERMS AND CONDITIONS SET FORTH BELOW, (THIS "AGREEMENT"), WHICH IS A BINDING LEGAL AGREEMENT ENTERED INTO BY PARTNER AND BETWEEN QUALYS, ON BEHALF OF QUALYS INC. OR ITS AFFILIATES, AND THIS AGREEMENT GOVERNS PARTNER'S: (A) PURCHASE OF SUBSCRIPTIONS TO THE QUALYS SERVICES, HARDWARE AND SOFTWARE (COLLECTIVELY, THE "CLOUD SERVICES") FOR RESALE OF SUBSCRIPTIONS TO THE CLOUD SERVICES TO END-USER BUSINESS ENTITIES THAT WILL USE THE CLOUD SERVICES FOR THEIR OWN INTERNAL BUSINESS PURPOSES (THE "CUSTOMERS").

TERMS AND CONDITIONS

1. Appointment.

- (a) **Appointment and Authorization.** Subject to Partner's compliance with the terms and conditions of this Agreement, Qualys hereby grants to Partner a non-exclusive, non-transferable, license: (i) to display the Cloud Services and demonstrate the use of the Cloud Services for the sole purpose of promoting the Cloud Services; and (ii) to market and resell subscriptions to the Cloud Services directly to Customers.
- (b) **Affiliate.** Affiliate means any entity that directly or indirectly controls, is controlled by, or is under common control with subject entity. Control for purpose of this definition means direct or indirect ownership or control of more than 50% of the voting interest of the subject entity.
- (c) **Restrictions.** Partner, except to the extent permitted by applicable law, may not: (i) modify, distribute, prepare derivative works or, reverse engineer, reverse assemble, disassemble, decompile or otherwise attempt to decipher any code used in connection with the Cloud Services and/or any aspect of Qualys's technology; (ii) knowingly or negligently access and/or engage in any use of the Cloud Services in a manner that abuses or materially disrupts the networks, security systems, of any third party; (iii) market, offer to sell, sell, and/or otherwise resell the Cloud Services to any third party other than as permitted herein.
- (d) **Reserved Rights.** Nothing in this Agreement will limit Qualys from supplying its Cloud Services or otherwise participating with other resellers in response to requests. Moreover, if a Customer has not renewed its subscription through Partner within ninety (90) days after the expiration of a subscription, then Qualys reserves the right to contact such Customer directly and to solicit the renewal of its subscription directly with Qualys. Partner shall not be entitled to any fee or other compensation for such direct subscription renewals.
- (e) **Customer Agreements.** Unless otherwise agreed between Qualys and Partner in writing, Partner must notify each Customer that Qualys's then-current Master Cloud Services Agreement shall govern Qualys's provision of the Cloud Services and Customer's use of the Cloud Services. Customer will be obligated to accept such Master Cloud Services Agreement as part of the provisioning process. Partner may provide a copy of the Master Cloud Services Agreement to Customer. **Customer.** means all types of Partner's customers subject to this Agreement including Direct Customers or MSSP Customers, that purchase the Cloud Services from Partner for Customer's direct internal business use. **Direct Agreement.** means the Qualys standard master cloud services agreement for provisioning for the Cloud Services, as updated from time to time.
- (f) **Discontinuance of Cloud Service.** In the event Qualys discontinues general availability of any of the Cloud Services that Partner is permitted to sell hereunder, Qualys will notify Partner of such discontinuance. Commencing thirty (30) calendar days after Partner's receipt of any such notice, the discontinued Cloud Services shall be deemed removed from the scope of this Agreement, and Partner shall not thereafter sell such Cloud Services, permit the extension of such Cloud Services, or a renewal term of any preexisting Customer

Agreement. Any such discontinuance will not affect any preexisting order through which such Cloud Services were purchased until expiration of the then current order, not including any auto-renewal.

- (g) **Overages.** If a verification or usage report reveals that a Customer has exceeded the purchased capacity or usage rights for the Cloud Services during the period reviewed, then Qualys may request that Partner invoice Customer using the applicable fees at list price then in effect, which will be payable to Distributor. Without limiting Qualys's foregoing rights, Qualys may work with Partner to assist the Customer to reduce usage so that Customer conforms to the applicable usage limit, and Qualys will discuss options with Partner to right size Customer's subscription as appropriate.
- (h) **Qualys API** means the Application Programming Interface which Qualys makes available to Partner to enable communication between Qualys solutions and Partner's applications, services or data.

Initials:

2. Partner Obligations.

- (a) **Marketing and Promotion.** Partner will (i) use its commercially reasonable efforts to promote, market, and sell the Cloud Services to potential Customers; (ii) conduct business in a competent and professional manner that reflects favorably at all times on the Cloud Services and the goodwill and reputation of Qualys; (iii) avoid deceptive or misleading, or unethical practices that are or might be detrimental to Qualys, the Cloud Services, or to the public in general; (iv) not make any false or misleading representations, warranties or guarantees with regard to Qualys or to the Cloud Services; and (v) comply with all applicable laws and regulations related to the performance of its duties hereunder.
- (b) **Branding.** Partner will brand the Cloud Services in accordance with Qualys's branding instructions.
- (c) **Reporting Requirements.** Partner shall, on a regular basis, communicate to Qualys information about Customers as reasonably requested by Qualys including, but not limited to, Customer's business, sales and technical information, installation, Cloud Services delivery, as well as ongoing maintenance information and market information.

3. MSSP Services Obligation.

The parties agree that in addition to the general terms and conditions of this Agreement, the Partner's provisioning of the MSSP Services shall be governed by terms and conditions of this Section 3.

- (a) **MSSP Customer** means a customer of Partner that orders MSSP Services from Partner.
- (b) **MSSP Services** means consulting, management and related services delivered by Partner to the MSSP Customer, using MSSP Customer's subscription to the Cloud Services.
- (c) **Customization.** Partner may customize the Cloud Services using the Qualys API with the name and/or logo of Qualys. Partner may select this customized Cloud Services option on the effective date of this Agreement, or if mutually agreed at any time during its Term. The customized Cloud Services would consist of the basic Cloud Services modified to include Partner's name/and or logo in addition to Qualys's logo and proprietary rights notices on: (i) each page of the Cloud Services user interface, each Qualys Web page relating to the Cloud Services, and all written or electronic reports detailing the results of the scanning and mapping functions of the Cloud Services; and (ii) any branded emails targeted to MSSP Customers registered by Partner. As a part of the customized Cloud Services, Partner must place an approved Qualys logo (such as "Powered by Qualys" or "Scan Results by Qualys" if using the API) and proprietary rights notices on each page of Partner's user interface through which the Cloud Service are made available to MSSP Services, including any portions of Partner's user interface or Web sites in which significant amounts of data from the Cloud Services are presented to MSSP Customers; any reports or summary reports generated by Partner; and any emails regarding Cloud Services to MSSP Services. Qualys will provide reasonable consultation to Partner regarding the customization of the Cloud Services. The customized Cloud Services shall not be made available to MSSP Customers until Qualys has approved, in writing, each branding element of the customized

Service as described above. Once approved, the branding elements of the Cloud Services may not be altered without Qualys's written approval.

- (d) **Support.** Partner will be responsible for all customer support for the Cloud Services provided to MSSP Customers. Partner will ensure that its support help desk is staffed such that a qualified person responds to requests for support in accordance with the support terms that Qualys provides to its customers, generally. If a MSSP Customer requests technical support that Partner cannot promptly provide, Partner shall forward such inquiry to Qualys as soon as possible, but in no event greater than twenty-four (24) hours after receipt of such request. Qualys reserves the right, as needed, to contact MSSP Customers directly regarding training on the use of the Cloud Services, to resolve technical issues related to the Cloud Services, or otherwise to assist the MSSP Customer to achieve the maximum benefits from the Cloud Service. MSSP Customers are not entitled to access Qualys support through email, chat or any other method of contact; all support requests from MSSP Customers must be directed to the Partner.
- (e) **MSSP Direct Agreement.** For the provisioning of MSSP Services, the Partner shall agree to the Direct Agreement for an on behalf of the MSSP Customer. Upon the acceptance of the Direct Agreement by the Partner, Partner rights and obligations relating to the Cloud Services shall be governed by the terms of the Direct Agreement as if the Partner was the "Customer" as defined under the Direct Agreement. Notwithstanding anything provided herein, in the event a MSSP Customer is required to agree to/execute the Direct Agreement with Qualys, then the Partner shall flow down the terms and conditions of the Direct Agreement to such MSSP Customer and shall ensure that the respective MSSP Customer agrees to such Direct Agreement before provisioning of the Cloud Services.
- (f) **Customer Information.** The Partner understands and agrees that as part of this Agreement, Qualys reserves the right to request Customer data or information (including but not limited to customer name, address or other contact details) and Partner shall duly provide such details upon Qualys's request.

4. Documentation; Ownership.

- (a) **Documentation License.** Qualys grants to Partner a non-exclusive, non-transferable license in connection with the promotion, marketing and sale of the Cloud Services to access, copy, use and the Qualys-provided instructions, user guides, and manuals, applicable to the Cloud Services, whether in electronic, paper, or equivalent form, as updated from time to time at Qualys's discretion (the "Documentation").
- (b) **No Continuing Rights.** Upon expiration of termination of this Agreement, Partner will immediately cease all display, advertising, and use of the Qualys trademarks and will not thereafter use, advertise, or display any trademark which is, or any part of which is, similar to or confusing with any Quays Mark.
- (c) **Ownership.** As between the Parties, Qualys and its suppliers own and reserve all rights, title and interest in and to the Cloud Services, including, but not limited to, all hardware, software, Documentation and other items used therein, other than the rights explicitly granted to Partner herein. No title to or ownership of any proprietary rights related to the Cloud Services or its databases is transferred to Partner or any third party pursuant to this Agreement or any transaction contemplated by this Agreement. Similarly, none of Partner or Customer's proprietary rights shall transfer to Qualys under this Agreement. Moreover, Partner will not remove or destroy any proprietary, confidentiality, Marks, or copyright marking or notices placed upon or contained in any materials or documentation received from Qualys in connection with this Agreement.

5. Confidentiality.

- (a) **Definition of Confidential Information.** "Confidential Information" means all information disclosed by a party ("Disclosing Party") to the other party ("Receiving Party"), whether orally, electronically, or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. Confidential Information of Qualys includes the Cloud Services, pricing, business and marketing plans, technology and technical information, product plans and

designs, and business processes disclosed by Qualys. However, Confidential Information does not include any information that (i) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party, (ii) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party, (iii) is received from a third party without breach of any obligation owed to the Disclosing Party, or (iv) was independently developed by the Receiving Party.

- (b) **Protection of Confidential Information.** The Receiving Party will use the same degree of care that it uses to protect the confidentiality of its own confidential information of like kind (but not less than reasonable care) to (i) not use any Confidential Information of the Disclosing Party for any purpose outside the scope of this Agreement and (ii) except as otherwise authorized by the Disclosing Party in writing, limit access to Confidential Information of the Disclosing Party to those of its and its Affiliates' employees and contractors who need that access for purposes consistent with this Agreement and who have signed confidentiality agreements with the Receiving Party containing protections not materially less protective of the Confidential Information than those herein. Neither party will disclose the terms of this Agreement or any Order Form to any third party other than its Affiliates, legal counsel and accountants without the other party's prior written consent, provided that a party that makes any such disclosure to its Affiliate, legal counsel or accountants will remain responsible for such Affiliate's, legal counsel's or accountant's compliance with this "Confidentiality" section.
- (c) **Compelled Disclosure.** The Receiving Party may disclose Confidential Information of the Disclosing Party to the extent compelled by law to do so, provided the Receiving Party gives the Disclosing Party prior notice of the compelled disclosure (to the extent legally permitted) and reasonable assistance, at the Disclosing Party's cost, if the Disclosing Party wishes to contest the disclosure. If the Receiving Party is compelled by law to disclose the Disclosing Party's Confidential Information as part of a civil proceeding to which the Disclosing Party is a party, and the Disclosing Party is not contesting the disclosure, the Disclosing Party will reimburse the Receiving Party for its reasonable cost of compiling and providing secure access to that Confidential Information.

6. Warranty & Disclaimer.

- (a) **General Warranties by Qualys.** Qualys represents and warrants that (i) it has the corporate power and authority to enter into and perform its obligations under this Agreement; and (ii) it shall conduct itself in a professional and workmanlike manner.
- (b) **General Warranties Partner.** Partner represents and warrants that (i) Partner has the corporate power and authority to enter into and perform Partner's obligations under this Agreement; (ii) Partner has authority from the applicable Customer to place the applicable Order; and (iii) Partner will not make any unauthorized representation or warranty to any third party relating to the Cloud Services.
- (c) **Ethical Warranty by Partner.** Partner represents, warrants and covenants that it and its Affiliates will strictly comply with, the anticorruption or anti-bribery laws, statutes and regulations of any applicable country including, but not limited to, the FCPA and the UKBA, that make it unlawful to offer, pay, promise to pay, or authorize the payment of any money, or to offer, give, promise to give, or authorize the giving of anything of value, directly or indirectly, to a foreign official, foreign political party or candidate for foreign political office ("**Anti-Bribery Laws**"). Partner further warrants that Partner shall not offer, pay, promise to pay, or authorize the payment of any money, or to offer, give, promise to give, or authorize the giving of anything of value, directly or indirectly, to a Customer or a decision-maker within a Customer.
- (d) **Disclaimer.** EXCEPT AS EXPRESSLY PROVIDED IN THIS SECTION, AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE CLOUD SERVICES ARE PROVIDED "AS IS". QUALYS EXPRESSLY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING BUT NOT LIMITED TO THE WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, QUALITY, ACCURACY AND NONINFRINGEMENT OF THIRD-PARTY

RIGHTS. Without limiting the foregoing, Qualys makes no warranty that the Cloud Services will be error-free, complete, free from interruption or failure, or absolutely secure from unauthorized access.

7. Indemnification.

- (a) **Indemnification by Qualys.** Qualys will defend Partner against any claim, demand, suit or proceeding made or brought against Partner by a third party alleging that any Cloud Services or Software infringes or misappropriates such third party's intellectual property rights (a "**Claim Against Partner**"), and will indemnify Partner from any damages, attorney fees and costs finally awarded against Partner as a result of, or for amounts paid by Partner under a settlement approved by Qualys in writing of, a Claim Against Partner, provided Partner; (i) promptly gives Qualys written notice of the Claim Against Partner, (ii) gives Qualys sole control of the defense and settlement of the Claim Against Partner (except that Qualys may not settle any Claim Against Partner unless it unconditionally releases Partner of all liability), and gives Qualys all reasonable assistance, at Qualys' expense.
- (b) **Indemnification by Partner .** Partner will defend Qualys against any claim, demand, suit or proceeding made or brought against Qualys by a third party alleging or arising from Partner's breach of this Agreement, (a "**Claim Against Qualys**"), and will indemnify Qualys from any damages, attorney fees and costs finally awarded against Qualys as a result of, or for any amounts paid by Qualys under a settlement approved by Partner in writing of, a Claim Against Qualys, provided Qualys (a) promptly gives Partner written notice of the Claim Against Qualys, (b) gives Partner sole control of the defense and settlement of the Claim Against Qualys (except that Partner may not settle any Claim Against Qualys unless it unconditionally releases Qualys of all liability), and (c) gives Partner all reasonable assistance, at Partner's expense.

8. Limitation of Liability.

- (a) **Limitation of Liability.** EXCEPT FOR (i) A PARTY'S INDEMNIFICATION OBLIGATIONS UNDER SECTION 6, (ii) A BREACH BY EITHER PARTY OF ITS CONFIDENTIALITY OBLIGATIONS UNDER SECTION 4, AND (iii) DAMAGES RELATED TO EITHER PARTY'S UNAUTHORIZED USE, DISTRIBUTION, OR DISCLOSURE OF THE OTHER PARTY'S INTELLECTUAL PROPERTY, THE TOTAL CUMULATIVE LIABILITY OF EITHER PARTY, THEIR RESPECTIVE LICENSORS AND SUPPLIERS ARISING OUT OF THIS AGREEMENT AND/OR THE TERMINATION THEREOF SHALL BE LIMITED TO THE SUM OF AMOUNTS PAID BY Partner TO DISTRIBUTOR DURING THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE INCIDENT GIVING RISE TO THE LIABILITY. THE FOREGOING SHALL NOT LIMIT PARTNER'S OBLIGATIONS WITH RESPECT TO ANY FEES AND/OR OTHER SUMS DUE UNDER THE RELEVANT ORDER.
- (b) **Exclusion of Consequential Damages.** EXCEPT FOR (i) A PARTY'S INDEMNIFICATION OBLIGATIONS UNDER SECTION 8, (ii) A BREACH BY EITHER PARTY OF ITS CONFIDENTIALITY OBLIGATIONS UNDER SECTION 5, AND (iii) DAMAGES RELATED TO EITHER PARTY'S UNAUTHORIZED USE, DISTRIBUTION, OR DISCLOSURE OF THE OTHER PARTY'S INTELLECTUAL PROPERTY, NEITHER PARTY WILL BE LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, SPECIAL, PUNITIVE, INCIDENTAL, EXEMPLARY DAMAGES, INCLUDING BUT NOT LIMITED TO DAMAGES FOR LOSS OR INACCURACY OF DATA, LOSS OF PROFITS OR REVENUE, BUSINESS INTERRUPTION, HOWEVER ARISING, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.

9. Term & Termination

- (a) **Term and Termination by Qualys.** This Agreement shall commence as of the Effective Date and will continue for one (1) year. This Agreement will automatically renew for additional one-year period(s), unless either party notifies the other in writing of its intent not to renew at least thirty (30) days prior to the end of the initial term

or the applicable term. “**Term**”, as used in this Agreement, refers collectively to the initial and any renewal term. Qualys may terminate this Agreement at any time, for any or no reason, upon ninety (90) days’ written notice.

- (b) **Termination for Default.** In the event of a material breach of this Agreement, the non-breaching party may terminate the Agreement or any Order (excluding any breaches for which an exclusive remedy is expressly provided), as applicable, if such breach is not cured within thirty (30) days after written notice thereof provided by the non-breaching party.
- (c) **Insolvency.** Either Party may terminate this Agreement or any Order, effective immediately upon written notice, should the other Party: (i) admit in writing its inability to pay its debts generally as they become due; (ii) make a general assignment for the benefit of creditors; (iii) institute proceedings, or have proceedings instituted against it, seeking relief or reorganization under any laws relating to bankruptcy or insolvency; or (iv) have a court of competent jurisdiction appoint a receiver, liquidator, or trustee over all or substantially all of such Party’s property or provide for the liquidation of such Party’s property or business affairs.
- (d) **Effect of Termination.** Upon termination or expiration, Partner will refrain thereafter from representing itself as a promoter, marketer or Partner of the Cloud Services or Qualys. All subscriptions in effect at the time of termination shall continue until the end of their subscription term, and Qualys may thereupon instruct any Customer with which a subscription is then in effect to make any further payments thereunder directly to Qualys or to such party as Qualys may designate.

10. General Provisions.

- (a) **U.S. Government Rights.** If Partner is a U.S. government entity, Partner acknowledges that elements of the Service constitute software and documentation and are provided as “Commercial Items” as defined at 48 C.F.R. 2.101, and are being licensed to U.S. government end users as commercial computer software subject to the restricted rights described in 48 C.F.R. 2.101, 12.211, and 12.212.
- (b) **Export Restrictions.** Partner may not download, export, or re-export any hardware, software or technical data received hereunder, including software and technical data embedded in any hardware, regardless of the manner in which received, (i) into, or to a national or resident of, any country to which the United States has embargoed goods, or (ii) to anyone on the U.S. Treasury Department’s list of Specially Designated Nationals or the U.S. Commerce Department’s Table of Denial Orders. Partner represents and warrants that: (a) Partner is not located in, under the control of, or a national or resident of, any such country or on any such list; and (b) Partner shall comply with all applicable export control and import laws in all applicable countries.
- (c) **Compliance with Foreign Corrupt Practices Act.** It is the intent of the parties that all payments or transfers of value by Qualys or Partner made in connection with this Agreement comply with the anti-corruption or anti-bribery laws, statutes and regulations of any country, including, but not limited to, the United States Foreign Corrupt Practices Act of 1977, as amended (the “**FCPA**”) and the U.K. Bribery Act of 2010 (“**UKBA**”) (collectively “**Anti-Bribery Laws**”, and that neither Qualys nor Partner engage in any bribery, extortion, kickbacks, or other unlawful or improper means of conducting business. Partner understands that Qualys may immediately terminate this Agreement, in its sole discretion and without notice, if the actions or inactions of Partner become subject to an investigation of potential violations of or if Qualys reasonably believes that Partner has violated any Anti-Bribery-Law.
- (d) **Data Privacy.** Each Party will comply with all applicable personal data protection and privacy laws where such party is located.
- (e) **Entire Agreement.** This Agreement represents the entire understanding between the parties with respect to its subject matter and supersedes any previous communication or advertising that may exist, including any online agreement presented to Partner during Partner’s registration or any additional terms or conditions submitted by Partner, whether part of a purchase order or otherwise.

- (f) **Severability.** If any provision of this Agreement is held invalid, the remainder of this Agreement will continue in full force and effect.
- (g) **Survival.** Every section of this Agreement shall survive the expiration or earlier termination of the Agreement if such section, by its nature, should survive such expiration or earlier termination.
- (h) **Enforceability & Waiver.** No provision of this Agreement shall be deemed waived or modified except in a writing signed by an authorized representative of the respective party.
- (i) **Assignment.** Partner may not assign this Agreement without the prior written consent of Qualys including by operation of law, which shall not be unreasonably withheld.
- (j) **Notices.** All notices or approvals under this Agreement shall be directed to the addresses set forth on the cover page, as may be revised from time to time.
- (k) **Independent Parties.** Neither party is an agent, representative, joint venturer, or partner of the other party. Neither party shall have any right, power or authority to bind, enter into any agreement or incur any obligation on behalf of, the other party. Each party shall bear its own costs and expenses in performing this Agreement.
- (l) **Force Majeure.** Neither party shall be liable for performance delays nor for non-performance due to causes beyond its reasonable control, except for payment obligations.
- (m) **Modifications.** This Agreement may only be modified by a writing that is executed by an authorized representative of both Parties. Notwithstanding the foregoing, Qualys may notify Partner of the discontinuation of any Cloud Services via electronic mail directed to Partner as the address provided to Qualys, or such other updated address as Partner may provide via a notice hereunder, or via an electronic message or as otherwise made available to Partner by Qualys.
- (n) **Order of Precedence.** All terms and conditions in this Agreement shall apply to every Order without exception. In the event of a conflict between this Agreement and any Order, the terms of this Agreement shall govern and take precedence. An Order may not amend any term or condition of this Agreement and no term or condition contained in an Order shall be construed to amend in any way the terms and conditions of this Agreement.
- (o) **Governing Law.** This Agreement and any dispute arising out of or in connection with this Agreement (“Dispute”) will be governed as to all matters, including, but not limited to the validity, construction and performance of this Agreement, by and under the laws of the State of California, United States of America, without giving effect to conflicts of law principles thereof and excluding the U.N. Convention on the International Sale of Goods.

PARTNER COMPANY NAME:

ADDRESS:

CONTACT EMAIL FOR PARTNER PORTAL ACCESS:

SIGNATURE:

NAME:

TITLE:

DATE: