



# Software Resale Schedule to the General Terms

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## A note on 'you'

'You' and 'your' mean the Customer.

## Words defined in the General Terms

Words that are capitalised but have not been defined in this Schedule have the meanings given to them in the General Terms.

## Part A – The Software Resale Service

### 1 The Service

BT will sell you a right to access and use the Software in accordance with Parts B and C of this Schedule, as set out in the Order, ("**Software Resale Service**").

### 2 Specific Terms

#### 2.1 Customer Committed Date

2.1.1 If you request a change to an Order or any part of an Order before the Service Start Date, then BT may revise the Customer Committed Date to accommodate that change.

2.1.2 BT may expedite delivery of the Order for operational reasons or in response to a request from you, but this will not revise the Customer Committed Date.

#### 2.2 EULA

2.2.1 BT will only provide access to the Software when you have entered into the end user licence agreement with the Supplier in the form set out in Annex 1, as may be amended or supplemented from time to time by the Supplier ("**EULA**").

2.2.2 You will observe and comply with the EULA for any and all use of the Software.

2.2.3 You will enter into the EULA for your own benefit and the rights, obligations, acknowledgements, undertakings, warranties and indemnities granted in the EULA are between you and the Supplier and you will deal with the Supplier in respect of any loss or damage suffered by either of you as such loss or damage will not be enforceable against BT.

2.2.4 BT does not make any representations, whether express or implied, about whether the Software will operate in combination with any Customer Equipment or other equipment and software.

2.2.5 You will place another Order with BT to access and use the Software, if you want to use the Software after the expiry of any term set out in the Order.

2.2.6 Any processing of personal data by or in connection with the use of the Service by you or your Users will be subject to the EULA and, where applicable, yours and the Supplier's privacy policy. For the avoidance of doubt, BT will not be liable for such processing of personal data by you, your Users and the Supplier, including any claim arising out of or in connection with a failure by you, your Users or the Supplier to comply with the EULA, the privacy policies and the Data Protection Legislation, and any such claims will be made directly between you, your Users, and the Supplier.

#### 2.3 Invoicing

2.3.1 Unless set out otherwise in any applicable Order, BT will invoice you the Charge set out in any applicable Order on the Service Start Date or any other date set out in the Order.

2.3.2 BT may invoice you for any of the following Charges in addition to those set out in any applicable Order:

(a) Charges for expediting provision of an Order at your request after BT has informed you of the Customer Committed Date; and

(b) any other Charges as set out in any applicable Order or as otherwise agreed between both of us.

#### 2.4 Cancellation Charges

BT will invoice you for any cancellation charges notified to BT by the Supplier.

#### 2.5 Amendments to the General Terms

2.5.1 Clauses 7 and 17 in the General Terms will not apply to the Software Resale Service.

2.5.2 Clause 12 in the General Terms will be deleted and replaced with the following:

"12 Intellectual Property Rights

12.1 Intellectual Property Rights will carry on being their original owner's property whether the rights existed before the Contract or came after it.

- 12.2 You will use any Software resold by BT, only for the purposes and in the manner set out in the Schedule. As well as any terms of the Contract, you will also comply with any third party terms (which may include without limitation a EULA) that BT makes known to you that apply to the use of the Software or Service.
- 12.3 You will not, and will ensure that your Users do not, copy, decompile, modify or reverse engineer any Software, or let anyone else do that, unless it is allowed by law or the Supplier has given you permission in writing.
- 12.4 You will indemnify BT for any Claims, losses, costs or liabilities brought against BT that results from or is connected with you using the Software in a way not permitted by this Contract.
- 12.5 You will stop any activity that led to the Claim against BT as soon as BT gives you Notice or you become aware, or should reasonably have become aware, that your activity was causing a Claim against BT.
- 12.6 Any claim that your use of the Software infringes, or allegedly infringes, someone else's Intellectual Property Rights, will be between you and the Supplier and will be governed by the EULA or other relevant terms and you will deal with the Supplier in respect of any loss or damage suffered by either of you as such loss or damage will not be enforceable against BT.
- 2.5.3 The following definitions in the General Terms are deleted:  
Acceptable Use Policy, BT Equipment, BT Network, Maintenance, Open Source Software, Purchased Equipment, Service Credit, Service Level and Termination Charges,
- 2.5.4 The wording in Clause 3.1 of the General Terms is deleted and replaced with the following:  
3.1 The Contract starts on the Effective Date and will carry on until:  
3.1.1 one of us ends it (in a way that the Contract allows);  
3.1.2 it expires; or  
3.1.3 BT is no longer providing you with any Services, there are no outstanding Orders and all invoices are paid.
- 2.5.5 The wording in Clause 5 of the General Terms is deleted and replaced with the following:  
5.1 BT will:  
5.1.1 provide you with a Customer Committed Date for each Service and will use reasonable endeavours to meet any Customer Committed Date;  
5.1.2 provide each Service with the care and skill that would reasonably be expected in the circumstances;  
5.1.3 comply with Applicable Law;  
5.1.4 comply with, and may exercise its rights in, the Compliance Obligations; and  
5.1.5 provide information relating to your use of a Service to authorities, regulators and law enforcement agencies, if it is legally required to.
- 2.5.6 The wording in Clause 6 of the General Terms is deleted and replaced with the following:  
You will:  
6.1 provide BT with the names and contact details of the Customer Contact, but BT may also accept instructions from a person who BT reasonably believes is acting with your authority;  
6.2 cooperate with BT and comply with any reasonable requests BT makes to help it provide the Services;  
6.3 comply with Applicable Law, and make sure that your Users do as well; and  
6.4 comply with the Compliance Obligations.
- 2.5.7 The wording in Clause 8 of the General Terms is deleted and replaced with the following:  
BT will not be liable if it fails to do something it is supposed to under the Contract (including not carrying out any of its responsibilities or carrying them out late), whether or not there is a Force Majeure Event (in which case, Clause 23 applies), to the extent BT's failure is due to:  
8.1 your failure to carry out any of your responsibilities under the Contract, or you carrying them out late, in which case you will pay BT for any reasonable costs BT incurs as a result of your failure;  
8.2 anyone other than BT, BT's Affiliates, subcontractors or suppliers doing something, or not doing something they need to do; or  
8.3 restriction or prevention by Applicable Law, a court order, an application for interlocutory relief or injunction.



- 2.5.8 The wording in Clause 15 of the General Terms is deleted and replaced with the following:
- 15.1 BT may restrict or suspend any Service if you do not pay BT on time and in the way described in Clause 9.5.
- 15.2 If BT decides to restrict or suspend a Service it will let you know beforehand.
- 2.5.9 The wording in Clause 21 of the General Terms is deleted and replaced with the following:
- 21.1 If the Contract or a Service is terminated or expires, for any reason, each of us will immediately pay the other any money and interest that is due on the date of termination.
- 2.5.10 The wording in Clause 22 of the General Terms is deleted and replaced with the following:
- 22.1 The Contract excludes, as far as the law allows, any warranties, conditions or other terms that might be implied by statute or common law.
- 22.2 Nothing in the Contract excludes or limits the liability of either of us for:
- 22.2.1 death or personal injury caused by either of us being negligent;
- 22.2.2 fraud or fraudulent misrepresentation; or
- 22.2.3 any other liability that cannot be excluded or limited under Applicable Law.
- 22.3 Other than for those matters set out in Clause 22.2, neither of us will be held liable, regardless of how that liability arose, under or in connection with the Contract, and whether in contract, tort (including negligence or breach of statutory duty), misrepresentation (whether innocent or negligent), restitution, or in any other way, for:
- 22.3.1 any of the following losses, no matter if those losses are direct or indirect:
- (a) loss of profit, revenue or anticipated savings;
- (b) loss of business or contracts;
- (c) loss of goodwill;
- (d) loss from wasted expenditure, wasted time or business interruption;
- (e) loss, destruction or corruption of data;
- (f) liability to any third parties unless a Clause in the Contract says something different; and
- (g) any special, indirect or consequential loss or damage.
- 22.4 Other than for those matters set out in Clause 22.2 and Clause 22.5, in relation to each Service, the total liability of either of us, regardless of how that liability arose, and regardless of the number of claims, under or in connection with the Contract, and whether in contract, tort (including negligence or breach of statutory duty), misrepresentation (whether innocent or negligent), restitution, or in any other way, will be limited to the greater of:
- 22.4.1 £100,000; and
- 22.4.2 an amount equal to:
- (a) where the first incident occurs in the first 12 months of the Contract, the Charges that were paid or payable by you, or would have been paid or payable by you had the incident not occurred, for the first 12 months from the Effective Date; or
- (b) where the first incident occurs at any other time, the mean of the monthly Charges that were paid or payable by you, from the Effective Date to the date when the first incident occurred, multiplied by 12.
- 22.5 Your obligations to pay any Charges due under the Contract including any interest payable under Clause 10.1.1(b) and any taxes due in connection with the Charges, together with any interest, fines and penalties payable due to your failure to correctly withhold and pay taxes where applicable are in addition to and will not be counted towards the limitations set out in Clause 22.4.
- 22.6 Regardless of what it may say elsewhere in the Contract, both of us will take reasonable steps to mitigate each of our losses, even where that loss occurs as a result of anything that may give rise to a Claim under an indemnity.
- 22.7 If either of us has agreed to indemnify the other under the terms of the Contract, that indemnity is only given as long as the party being indemnified:
- 22.7.1 tells the party giving the indemnity promptly about the Claim;
- 22.7.2 gives the party giving the indemnity complete control of the Claim straightaway;



- 22.7.3 does not say anything publicly about the Claim, or do anything that harms the defence of it; and
- 22.7.4 does what it can to help the party giving the indemnity with the Claim.
- 2.5.11 The wording in Clause 31 of the General Terms is deleted and replaced with the following:
- 31.1 You may request, by giving BT Notice, a change to an Order for a Service (or part of an Order) at any time before the applicable Service Start Date and where BT agrees to the change you will pay any additional Charges.
- 31.2 If you request a change in accordance with Paragraph 31.1, except where a change results from BT's failure to comply with its obligations under the Contract, BT will, within a reasonable time, provide you with a written estimate, including:
- 31.2.1 the likely time required to deliver the changed Service; and
- 31.2.2 any changes to the Charges due to the changed Service.
- 31.3 BT has no obligation to proceed with any change that you request in accordance with Paragraph 31.1, unless and until the necessary changes to the Charges, implementation timetable and any other relevant terms of the Contract to take account of the change are agreed between both of us in writing.
- 31.4 If BT changes a Service prior to the Service Start Date because you have given BT incomplete or inaccurate information, BT may, acting reasonably, apply additional Charges.
- 2.5.12 The wording in the definition of Customer Committed Date in the General Terms is deleted and replaced with the following:
- "Customer Committed Date"** means the date provided by BT on which you will have access to the Software.
- 2.5.13 The wording in the definition of Service in the General Terms is deleted and replaced with the following:
- "Service"** means any service that BT provides under the Contract.
- 2.5.14 The wording in the definition of Service Start Date in the General Terms is deleted and replaced with the following:
- "Service Start Date"** means the date BT gives you access to the Software.
- 2.5.15 The wording in the definition of Software is deleted and replaced with the following:
- "Software"** means any Supplier software as set out in the Order and described in the EULA.
- 2.5.16 All other terms in the General Terms will continue to apply unamended.



## Part B – Service Delivery and Management

### 3 BT's Obligations

- 3.1 BT will:
  - 3.1.1 provide you with contact details for the BT Contact; and
  - 3.1.2 provide support for the resolution of any Query.

### 4 Your Obligations

- 4.1 You will ensure that:
  - 4.1.1 Users report Incidents and any Query to the Customer Contact and not to BT; and
  - 4.1.2 the Customer Contact will:
    - (a) take Incident reports from Users and pass these to the Supplier using the reporting procedures set out in the EULA; and
    - (b) raise any Query with the BT Contact.
  - 4.1.3 In jurisdictions where an employer is legally required to make such disclosure to its Users and other employees:
    - (a) inform your Users and other employees that as part of the Service being delivered by BT, BT may monitor and report to you the use of any targeted applications by them;
    - (b) if consent is legally required, ensure that your Users and other employees have consented or will be deemed to have consented to such monitoring and reporting ; and
    - (c) agree that BT will not be liable for any failure by you to comply with this Paragraph 4.1.3 and indemnify BT from and against any Claims, losses, costs or liabilities brought by your Users and other employees against BT arising out of BT's delivery of the Service.



**Part C – Service Levels**

**5 Service Care Levels**

There are no Service Levels for this Software Resale Service.



## Part D – Defined Terms

### 6 Defined Terms

In addition to the defined terms in the General Terms, capitalised terms in this Schedule will have the below meanings (and in the case of conflict between these defined terms and the defined terms in the General Terms, these defined terms will take precedence for the purposes of this Schedule). BT has repeated some definitions in this Schedule that are already defined in the General Terms. This is to make it easier for you to find the definitions when reading this Schedule.

“**BT Contact**” means the BT individual who will work with you to resolve any Query.

“**EULA**” has the meaning given in Paragraph 2.2.1.

“**General Terms**” means the general terms to which this Schedule is attached or can be found at [www.bt.com/terms](http://www.bt.com/terms), and that form part of the Contract.

“**Incident**” means a defect in the Software.

“**Software Resale Service**” has the meaning given in Paragraph 1.

“**Query**” means a question about an Order or an invoice, but not an Incident.

“**Supplier**” means the entity set out in the Order, details of which are set out in Annex 1.





## Annex 1 - Software and Suppliers

Software	Link to EULA	Supplier	Supplier Address & Registered Number
Secure Internet Platform Bundle	<a href="https://www.zscaler.com/legal/end-user-subscription-agreement">https://www.zscaler.com/legal/end-user-subscription-agreement</a>	Zscaler Inc.	Registered office: 110 Rose Orchard Way, San Jose, CA 95134  Registered number: 4431830
ZIA (Zscaler Internet Access) Professional Bundle			
ZIA Business Bundle			
ZIA Secure Transformation Bundle			
ZIA Enterprise License Agreement Bundle			
SSL Interception			
Nanolog Streaming Service (NSS)			
Advanced Threat Protection			
Cloud Apps Control			
Web Access Control			
Bandwidth Control			
Advanced Cloud Sandbox			
Advanced Cloud Firewall			
Standard Firewall Full Logging			
IPSec Encrypted VPNs			
Data Loss Prevention (DLP)			
DLP Exact Data Match			
NSS Log Recovery Web Management			
NSS Log Recovery Firewall Management			
ICAP for Data Loss Prevention (DLP)			
Dedicated Proxy Port			
SSL Interception with Private Certificate			
Private Authentication Bridge			
ZIA Test Tenant SKU			
Priority Categorisation Service			
ZIA Virtual Private Service Edge			
Server and IOT Protection			
Bandwidth Surcharges - ROW			
Bandwidth Surcharges - Middle East			
Zscaler Private Access (ZPA) Browser Access Only			
ZPA Professional Suite			
ZPA Business Suite			
ZPA Log Streaming Service			
ZPA Customer Certificates			
ZPA Application Access Connection ("AAC")			
ZIA Inline Guest Wi-Fi			
Intelligent Routing Guest Wi-Fi - 1M DNS			
Intelligent Routing Guest Wi-Fi - 3M DNS			
ZIA Light User Professional Bundle			
ZIA Light User Business Bundle			
ZIA Light User Secure Transformation Bundle			
ZIA Light User Enterprise License Agreement Bundle			
ZIA Light User Overage			
ZPA Light User Professional Suite			
ZPA Light User Business Suite			
ZPA Light User Overage			
Zscaler Premium Support			
Falcon Prevent (NGAV) Application	<a href="https://www.crowdstrike.com/wp-content/uploads/direct/terms-conditions-direct.html">https://www.crowdstrike.com/wp-content/uploads/direct/terms-conditions-direct.html</a>	CrowdStrike Inc.	Registered Office: 15440 Laguna Canyon Road, Suite 250, Irvine, CA 92618  Registered Number: 09625468
Falcon Insight (EDR) Application			
Falcon Overwatch Service			
Falcon Discover - (Discovery Solution)			
EDR Bundle (Insight + Discover)			
EPP Standard (Prevent + Insight)			
EPP Advanced (Prevent + Insight + Discover)			
Falcon Host to EPP Standard Bundle Upgrade			
Falcon Platform Standard Retention			
Falcon Platform Extended (15 Day Retention)			
Falcon Platform - 30 Day Retention			
Falcon Platform - 60 Day Retention			
Falcon Platform - 90 Day Retention			



# Software Resale Schedule

Software	Link to EULA	Supplier	Supplier Address & Registered Number
Falcon Platform Standard Retention - High Performance Servers			
Falcon Platform - 15 Day Retention - High Performance Servers			
Falcon Platform - 30 Day Retention - High Performance Servers			
Falcon Platform - 60 Day Retention - High Performance Servers			
Falcon Platform - 90 Day Retention - High Performance Servers			
Falcon Intel Standard Subscription			
Falcon Intel Premium – Targeted			
Falcon Intel Premium- eCrime			
Falcon Intel Premium- Targeted and eCrime			
Endpoint Protection, Initial Subscription License with Support, 1-24 Devices 3 YR	<a href="https://www.symantec.com/content/dam/symantec/ocs/eulas/licensing-agreement/endpoint-protection-14.0.1-eula-en.pdf">https://www.symantec.com/content/dam/symantec/ocs/eulas/licensing-agreement/endpoint-protection-14.0.1-eula-en.pdf</a>	Symantec Inc	Registered Office: Symantec Corporate 350 Ellis Street Mountain View, CA 94043 United States
Endpoint Protection, Initial Subscription License with Support, 25-49 Devices 3 YR			
Endpoint Protection, Initial Subscription License with Support, 50-99 Devices 3 YR			
Endpoint Protection, Initial Subscription License with Support, 100-249 Devices 3 YR			
Endpoint Protection, Initial Subscription License with Support, 250-499 Devices 3 YR			
Endpoint Protection, Initial Subscription License with Support, 500-999 Devices 3 YR			
Endpoint Protection, Initial Subscription License with Support, 1,000-2,499 Devices 3 YR			
Endpoint Protection, Initial Subscription License with Support, 2,500-4,999 Devices 3 YR			
Endpoint Protection, Initial Subscription License with Support, 5,000-9,999 Devices 3 YR			
Endpoint Protection, Initial Subscription License with Support, 10,000-49,999 Devices 3 YR			
Advanced Threat Protection Platform with Endpoint, Initial Subscription License with Support, 1-24 Users 1 YR			
Advanced Threat Protection Platform with Endpoint, Initial Subscription License with Support, 25-49 Users 1 YR			
Advanced Threat Protection Platform with Endpoint, Initial Subscription License with Support, 50-99 Users 1 YR			
Advanced Threat Protection Platform with Endpoint, Initial Subscription License with Support, 100-249 Users 1 YR			
Advanced Threat Protection Platform with Endpoint, Initial Subscription License with Support, 250-499 Users 1 YR			
Advanced Threat Protection Platform with Endpoint, Initial Subscription License with Support, 500-999 Users 1 YR			
Advanced Threat Protection Platform with Endpoint, Initial Subscription License with Support, 1,000-2,499 Users 1 YR			
Advanced Threat Protection Platform with Endpoint, Initial Subscription License with Support, 2,500-4,999 Users 1 YR			
Advanced Threat Protection Platform with Endpoint, Initial Subscription License with Support, 5,000-9,999 Users 1 YR			
Advanced Threat Protection Platform with Endpoint, Initial Subscription License with Support, 10,000-49,999 Users 1 YR			
Advanced Threat Protection Platform with Endpoint, Initial Subscription License with Support, 50,000-999,999 Users 1 YR			



# Software Resale Schedule

Software	Link to EULA	Supplier	Supplier Address & Registered Number
Single Sign-On, Unlimited	<a href="https://www.okta.com/agreements/">https://www.okta.com/agreements/</a>	OKTA Inc.	Registered Office: 100 First Street, 6 <sup>th</sup> Floor, 600 San Francisco 94105- 4687, USA.
Single Sign-On, 10 app limit			
Single Sign-On, 5 app limit			
Universal Directory			
Adaptive Single Sign-On			
MFA			
Adaptive MFA			
Lifecycle Management, 1 OIN App			
Lifecycle Management			
Advanced Lifecycle Management			
Lifecycle Management, Advanced Mastering			
API Access Management			
Discount: No AD Agent			
Advanced Server Access			
Preview Sandbox			
EU-Hosted Cell			
APAC-Hosted Cell			
HIPAA Compliant Cell			
FedRAMP Compliant Cell			
Premier Success Package (out of scope)			
Premier Access Success Package (out of scope)			
Premier Plus Success Package (out of scope)			
SAFE Base Licence, 1 yr includes: 300 On Prem Assets; 1 IaaS/PaaS Cloud Account; 1 SaaS Application; 300 Employees (People); All Policies; 1 "Outside In" for 1st Party and 10 "Outside In" 3rd Party	SAFE EUSA attached at Annex 2 – link to follow	SAFE Securities Inc	<b>Registered Office:</b> 3000, El Camino Real, building 4, suite 200, Palo Alto, California
SAFE Technology On Premise& Cloud Assets Licence, 1yr, 301 – 2000 Assets <small>Nb.0-300 assets part of base package</small>			
SAFE Technology On Premise& Cloud Assets Licence, 1yr, 2001 – 6000 Assets <small>Nb.0-300 assets part of base package</small>			
SAFE Technology On Premise& Cloud Assets Licence, 1yr, 6001 – 10000 Assets <small>Nb.0-300 assets part of base package</small>			
SAFE Technology On Premise& Cloud Assets Licence, 1yr, 10001 – 15000 Assets <small>Nb.0-300 assets part of base package</small>			
SAFE Technology On Premise& Cloud Assets Licence, 1yr, 15001 – 30000 Assets <small>Nb.0-300 assets part of base package</small>			
SAFE Technology On Premise& Cloud Assets Licence, 1yr, 30001 – 50000 Assets <small>Nb.0-300 assets part of base package</small>			
SAFE Technology On Premise& Cloud Assets Licence, 1yr, 50001 – 100000 Assets <small>Nb.0-300 assets part of base package</small>			
SAFE Technology Cloud(IaaS/PaaS)Licence, 1yr, 1-3 accounts <small>Nb.0-1 account part of base package</small>			
SAFE Technology Cloud(IaaS/PaaS)Licence, 1yr, 4-10 accounts <small>Nb.0-1 account part of base package</small>			



## Software Resale Schedule

Software	Link to EULA	Supplier	Supplier Address & Registered Number
SAFE Technology Cloud(IaaS/PaaS)Licence, 1yr, 11-25 accounts <small>Nb.0-1 account part of base package</small>			
SAFE Technology Cloud(IaaS/PaaS)Licence, 1yr, 26 - 100 accounts <small>Nb.0-1 account part of base package</small>			
SAFE Technology Cloud(IaaS/PaaS)Licence, 1yr, 101-200 accounts <small>Nb.0-1 account part of base package</small>			
SAFE Technology Cloud(IaaS/PaaS)Licence, 1yr, 200 – 300 accounts <small>Nb.0-1 account part of base package</small>			
SAFE Technology SaaS applications Licence, 1yr, 1- 3 SaaS applications <small>Nb.0-1 SaaS applications part of base package</small>			
SAFE Technology SaaS applications Licence, 1yr, 4 - 6 SaaS applications <small>Nb.0-1 SaaS applications part of base package</small>			
SAFE Technology SaaS applications Licence, 1yr, 7 - 10 SaaS applications <small>Nb.0-1 SaaS applications part of base package</small>			
SAFE Technology SaaS applications Licence, 1yr, 10 - 20 SaaS applications <small>Nb.0-1 SaaS applications part of base package</small>			
SAFE People Licence, 1yr, 301 – 1000 employees <small>Nb.0-300 employees part of base package</small>			
SAFE People Licence, 1yr, 1001 – 3000 employees <small>Nb.0-300 employees part of base package</small>			
SAFE People Licence, 1yr, 3001 – 6000 employees <small>Nb.0-300 employees part of base package</small>			
SAFE People Licence, 1yr, 6001 – 10000 employees <small>Nb.0-300 employees part of base package</small>			
SAFE People Licence, 1yr, 10001 – 20000 employees <small>Nb.0-300 employees part of base package</small>			
SAFE People Licence, 1yr, 20001 – 50000 employees <small>Nb.0-300 employees part of base package</small>			
SAFE People Licence, 1yr, 50001 – 100000 employees <small>Nb.0-300 employees part of base package</small>			
SAFE Third Party Licence, 1yr, 11 – 25 Third Parties <small>Nb.0-10 Third Parties part of base package</small>			
SAFE Third Party Licence, 1yr, 26 - 50 Third Parties <small>Nb.0-10 Third Parties part of base package</small>			
SAFE Third Party Licence, 1yr, 51 - 100 Third Parties <small>Nb.0-10 Third Parties part of base package</small>			
SAFE Third Party Licence, 1yr, 101 – 250 Third Parties <small>Nb.0-10 Third Parties part of base package</small>			
SAFE Third Party Licence, 1yr, 251 – 500 Third Parties <small>Nb.0-10 Third Parties part of base package</small>			
SAFE Third Party Licence, 1yr, 500+ Third Parties <small>Nb.0-10 Third Parties part of base package</small>			
SAFE Professional Services			



Annex 2 – SAFE EUSA

**SAFE SECURITIES INC.  
END USER SERVICE AGREEMENT**

**THIS** End User Service Agreement (the “**Agreement**”) is made on this [insert date] day of [insert month] 2021 (“**Execution Date**”), by and between, SAFE Securities Inc., a Delaware corporation, whose principal place of business is at 3000 EI Camino Real, building 4, Suite 200, Palo Alto, California -94306 (the “**Company**”), and \_\_\_\_\_, a \_\_\_\_\_, whose principal place of business is at \_\_\_\_\_, (the “**End User**”). The Company and the End User are hereinafter collectively referred to as the ‘**Parties**’ and individually as a ‘**Party**’.

**WHEREAS:**

a. End User has entered into a contract with **British Telecommunications Plc**, a company incorporated in England and Wales (registered no. 1800000) having its registered office at 81 Newgate Street, London, EC1A 7AJ (“**BT**”) (the “**Channel Partner**”) pursuant to the Purchase Order No. [insert No.] dated \_\_\_\_\_ as more fully described in/ attached hereto

**NOW THEREFORE**, in consideration of the mutual promises contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

**1. DEFINITIONS AND INTERPRETATION**

1.1 Capitalized terms as used in this Agreement shall have the meanings as indicated below or defined elsewhere in this Agreement and if not defined in this Agreement, it shall have the meaning ascribed to them under the relevant statute/legislation:

- (i) “**Confidential Information**” means any information, oral or written, that relates to either Party’s technical, financial, marketing or other proprietary information relating, without limitation, to business, products, processes, or services, whether or not designated as confidential or proprietary, or that a reasonable Party would understand to be confidential or proprietary. For the avoidance of doubt, Company’ pricing, the Services, and support & maintenance policy, shall be deemed Confidential Information regardless of any lack of designation. With regard to orally disclosed Confidential Information, the disclosing Party must confirm the confidential nature of such oral disclosures in writing within seven (7) days from the date of the disclosure;
- (ii) “**Content**” means the information, media, and keywords, including without limitation, files, calendars, events, audio, image, video, and blog entries, alone or in combination as wiki documents or otherwise, uploaded, posted, and published by End User.
- (iii) “**End User**” means the legal entity that buys the Services .
- (iv) “**Documentation**” means the explanation, text, documents, and other media produced by Company regarding how Services operates, how to use Services, the system requirements for operating Services.
- (v) “**Personal Data**” means the personal information that End User provides to Company in registering for and/or installing the Services including name, business email address, title, employer, business telephone number, which identifies an individual as an individual.
- (vi) “**Services**” means each Services made available by Company under this Agreement for download or otherwise as more fully described in Exhibit 1 attached hereto. Services includes patches,

updates, improvements, additions, enhancements, and other modifications or revised versions of the same that may be provided to End User by Company from time to time.

(vii) “**Use**” means utilization of the Services, including without limitation, copying, transmitting or loading it into the permanent memory (e.g. hard disk, CD-ROM or other storage device) for the processing of the instructions or statements contained in the Services; and copying the Services which is in machine-readable form for the purposes of understanding the contents of such machine-readable material.

1.2 Rules of Interpretation. The following rules of interpretation shall apply to this Agreement: (a) the words “**herein**,” “**hereof**,” and “**hereunder**,” refer to this Agreement as a whole and not to any particular provision of this Agreement; (b) the terms “**include**,” “**includes**,” and “**including**” shall be deemed to be followed by the phrase “**without limitation**”; (c) Company shall have the absolute right, in its sole discretion, to substitute its services under this Agreement with the services of partners and/or End Users; (d) the headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement; and (e) “**Party**” shall refer individually to either Company or End User and “**Parties**” shall refer to Company and End User collectively.

## 2. LICENSE TO USE

2.1 Grant of License. Company hereby grants to End User a limited, non-perpetual, subscription, non-exclusive, non-transferable, royalty-free, revocable, and non-sublicensable right (“License”) to access and use the Platform, and Services internally for business purposes in \_\_\_\_\_ (“Territory”) during the Term and strictly in accordance with the terms of this Agreement.

2.2 Reservation of Rights. Any and all rights not expressly granted to End User in this Agreement are hereby reserved by Company, including without limitation, that neither the License nor this Agreement grants to End User or any third party any right, title or interest, including without limitation, any security interest, in any of the Services or any other property of Company, its licensors, or its affiliates. Company reserves the right to exercise any rights in the Services, including the right to license, sublicense or otherwise exploit or dispose of such rights to any party and in any manner, without restriction. End User agrees that all proprietary right, title and interest in the Services shall remain with Company, and that all uses of the Services by End User shall not create any interest or right, express or implied, in the Services in End User except as expressly set forth in this Agreement, and that End User does not and will not assert any claim to any ownership thereof, except the License as expressly set forth in this Agreement. If, by operation of the law of any jurisdiction, or otherwise, End User is deemed to or appears to own any property rights in the Services other than the License as set forth herein, End User shall assign all right, title and interest in such property rights to Company, and End User shall, at the request of Company, execute any and all documents necessary to confirm or otherwise establish the rights of Company therein. Any new development, customization, modification that is carried out by the Company in its intellectual property while providing Services hereunder to the End User shall be the ownership of the Company and the End User shall have no right except such License to it as enumerated hereinabove.

2.3 Restrictions on Use. Upon accepting this Agreement End User undertakes: Not to copy the Services other than for normal operation, except for (1) copy of the Services for back-up, and one (1) copy for disaster recovery purposes, provided each copy contains the same copyright information included in with the original. Not to disassemble, decompile, or reverse engineer the Services; Not to translate, modify, sell, lease, rent, loan, redistribute, sublicense and/or make copies of or create derivative works from the Services or any part of the Services, except as otherwise expressly permitted under this License; Not to reproduce the SAAS Services not to remove or alter any copyright notices or other legal notices or disclaimers that may be included in or on copies of the SAAS Services as provided to End User; Not to knowingly or negligently use the Services: to access communicate and/or transmit any information that: infringes any patent, trademark (whether or not registered), copyright, trade dress

(whether or not registered), trade secret, and/or other proprietary rights (together the “**Intellectual Property Rights**”); discloses to third Parties information that has been given to End User in confidence; Use any third party software or product which contains viruses, Trojan horse, worms or other computer data or programs which have the object, effect or is designed to destroy, interrupt and/or in any way limit the functionality of any Services and/or hardware or other equipment or in any way detrimentally affect the same; or is objectionable including (without limitation) any information that is unlawful, threatening, abusive, harassing, defamatory, harmful to minors or others generally, hateful, obscene, racially and/or ethnically objectionable; to in any way infringe any Intellectual Property Rights or any other third party rights; for immoral, illegal or for any other purpose which may be determined threatening, abusive or harmful including but not limited to the creation or transmission of any virus, worms, Trojan horse, cancelbot or any other destructive or contaminating program; To obtain any and all necessary consents and/or authorizations for the use of any Content uploaded, posted, or published using the Services and to pay any and all commissions, royalties, license fees and/or any such other charges as may be required for the legitimate use of such Content from the Content owner or any other relevant Party; Not to impersonate any person or entity or falsely state or otherwise misrepresent End User’s affiliation with a person or entity; Not to provide or otherwise make available the Services to any person other than End User’s employees or as specified herein without prior written consent from Company; Not to display the Services on a public bulletin board, ftp site, worldwide web site, chat room or by any other means; Only Use the Services in accordance with the instructions set out in the documentation for its installation and use; and not to disrupt or harm the computer or program of any other person.

- 2.4 Support and Maintenance. Company shall provide generic support and maintenance of the Services during the License Term. Such support shall be available during business hours or other hours if specifically agreed with the End User. The support and maintenance will include any bug fixes, updates and upgrades of versions as and when released by Company and shall be automatically provided to the End User as part of the License. Support and maintenance under this Agreement shall cease along with the termination of this Agreement as elaborated in Exhibit-2.

### 3. PRIVACY INFORMATION

- 3.1 Collection of Personal Data. By accepting this Agreement, End User also agrees that Company may collect and process the Personal Data in accordance with Company’ privacy policy <https://www.safe.security/privacy-policy> solely for the purpose of installing and running the Services on the authorized domain.
- 3.2 Accuracy of Personal Data. End User agrees that it will provide accurate Personal Data and that it will update the same as and when necessary ensuring at all times that such information remains accurate.

### 4. TERMS OF PAYMENT

- 4.1 Invoicing and License Fees. End User shall pay the License fee as agreed between the Parties (“**License Fee** as set forth in Exhibit 1, attached hereto. Invoicing Terms are also detailed under Exhibit-1.

### 5. TERM

- 5.1 Term. The term of the Agreement shall begin on the Effective Date and continue for three (3) years or until the Agreement is terminated as set forth in Section 8 below. Upon consent, the Parties may extend the Agreement for additional one (1) year terms (each an “Extended Term” and, with the Initial Term, collectively the “Term”).

### 6. TERMINATION

- 6.1 Termination for Non-Payment. Company may immediately terminate the License and the provision of all services to End User upon the inability or failure of End User to make any and all payments within thirty (30) days of such payment due date.
- 6.2 Termination for Breach. Either Party may, at its option, terminate this Agreement upon the material breach by the other Party of any provision of this Agreement, if such breach is not cured by the breaching Party within thirty (30) days after receipt of written notice thereof from the non-breaching Party.
- 6.3 Termination for Bankruptcy or Change of Control. Company shall have the right to terminate this Agreement immediately if End User becomes insolvent, or is unable to pay its debts as due, or enters into or files (or has filed or commenced against it) a petition, arrangement, action or other proceeding seeking relief or protection under the bankruptcy or similar laws. Company shall have the right to terminate this Agreement immediately if End User is acquired by a third party, whether by means of an acquisition of substantially all of End User's assets, by merger, stock purchase, reorganization or other transaction or series of transactions in which there is a fifty percent (50%) or greater change in control of End User.
- 6.4 Termination for Infringement. In the event of a claim of intellectual property infringement by any third party relating to the Services, the End User shall have the right, at its option, to (i) immediately terminate this Agreement and the rights granted hereunder, or (ii) notify Company to substitute the Services with adequate other non-infringing Services.
- 6.5 Obligations on Termination. Upon any termination of this Agreement, (i) the License shall terminate, which may include Company remotely disabling the Services, and (ii) End User shall (a) immediately discontinue Use of the Services and relinquish any and all rights with respect to the Services; and (b) each Party shall promptly return to the other Party the original and return, or certify to the destruction of, all copies of the other Party's Confidential Information or (in the case of the End User) any other information relating to any of the Services furnished by Company or otherwise in the possession of the End User, and any reproductions, notes, summaries, translations or similar documents relating to the other Party's Confidential Information or (in the case of the End User) relating to any Services. End User will be granted access to data stored in the solution for 30 days after expiration or termination of this Agreement for the sole purpose of copying such data off the solution. If End User terminates this Agreement for cause, Company will promptly refund any prepaid but pro rata unused fees covering Use of the Services after termination. If Company terminates this Agreement for cause, End User will promptly pay all unpaid fees due through the end of the License Term. License Fees are otherwise non-refundable.
- 6.6 Continuing Obligations. The Agreements, representations, warranties, covenants, duties and obligations as set forth in this Agreement, which by their terms or to the extent consistent with the intent and purpose of this Agreement extend beyond the term of this Agreement, shall survive termination or expiration of the term of this Agreement.

## 7. INDEMNITY

- 7.1 INDEMNIFICATION BY END USER. END USER SHALL PROTECT, DEFEND, INDEMNIFY AND HOLD COMPANY, ITS PARENTS, SUBSIDIARIES, AFFILIATES, SUCCESSORS, ASSIGNS, AND THE OFFICERS, DIRECTORS, EMPLOYEES AND OTHER PERSONNEL, SHAREHOLDERS AND AGENTS OF EACH OF THEM, HARMLESS FROM AND AGAINST ANY AND ALL LIABILITIES, DAMAGES, JUDGMENTS, PENALTIES, LOSSES, COSTS, EXPENSES (INCLUDING REASONABLE ATTORNEYS' FEES), CLAIMS, SUITS, OR DEMANDS RELATING TO OR ARISING FROM (I) ANY BREACH BY END USER OF ANY OF ITS REPRESENTATIONS, WARRANTIES, OR COVENANTS HEREUNDER; OR (II) THE USE BY END USER OF THE SERVICES IN MANNER AND FOR PURPOSE NOT COVERED UNDER



THIS AGREEMENT.

- 7.2 INDEMNIFICATION BY COMPANY. COMPANY SHALL PROTECT, DEFEND, INDEMNIFY AND HOLD END USER AND ITS OFFICERS, DIRECTORS, EMPLOYEES AND OTHER PERSONNEL, SHAREHOLDERS, EACH OF THEM, HARMLESS FROM AND AGAINST ANY AND ALL LIABILITIES, DAMAGES, JUDGMENTS, PENALTIES, LOSSES, COSTS, EXPENSES (INCLUDING REASONABLE ATTORNEYS' FEES), CLAIMS, SUITS, OR DEMANDS RELATING TO OR ARISING FROM (I) ADJUDICATED THIRD PARTY INTELLECTUAL PROPERTY INFRINGEMENT CLAIMS; OR (II) ANY LOSS CAUSED TO END USER DUE TO WILFUL MISCONDUCT OF COMPANY OR ITS EMPLOYEES.
- 7.3 NOTICE OF INFRINGEMENT. IF END USER LEARNS OF ANY INFRINGEMENT, MISUSE, OR MISAPPROPRIATION OF ANY OF THE SERVICES, END USER SHALL PROMPTLY NOTIFY COMPANY THEREOF IN WRITING FAILING WHICH THE INDEMNIFICATION OBLIGATION OF COMPANY UNDER **CLAUSE 7.2** SHALL BE DEEMED WAIVED BY THE END USER.

## 8. LIMITATION OF LIABILITY

- 8.1 LIMITATION ON TYPE AND AMOUNT OF LIABILITY. EXCEPT IN CASES OF FRAUD, WILFUL MISCONDUCT, INTELLECTUAL PROPERTY RIGHTS INFRINGEMENT CLAIMS WHICH ARE PROVEN AND ADJUDICATED IN THE COURT OF LAW, IN NO EVENT WILL PARTIES HAVE ANY LIABILITY (DIRECTLY OR INDIRECTLY) FOR ANY INCIDENTAL, SPECIAL, INDIRECT, CONSEQUENTIAL OR PUNITIVE DAMAGES; .
- 8.2 APPLICATION OF AND BASIS FOR LIMITATIONS. THE INDEMNITY UNDER **CLAUSE 7**, THE LIMITATIONS OF LIABILITY IN THIS CAUSE 8, AND THE LIMITED WARRANTY UNDER **CLAUSE 9**, APPLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW TO ANY DAMAGES OR OTHER LIABILITY, HOWEVER CAUSE AND REGARDLESS OF THE THEORY OF LIABILITY, WHETHER DERIVED FROM CONTRACT, TORT (INCLUDING, WITHOUT LIMITATION, NEGLIGENCE) OR OTHERWISE, EVEN IF COMPANY OR END USER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LIABILITY AND REGARDLESS OF WHETHER THE LIMITED REMEDIES AVAILABLE HEREUNDER FAIL OF THEIR ESSENTIAL PURPOSE.
- 8.3 EXCEPT FOR INDEMNIFICATION OBLIGATIONS FOR INFRINGEMENT OR MISAPPROPRIATION OF INTELLECTUAL PROPERTY RIGHTS OF ANY THIRD PARTY, BREACH OF LAW, BREACH CONFIDENTIALITY OBLIGATIONS, FRAUD, WILLFUL MISCONDUCT AND GROSS NEGLIGENCE, THE TOTAL AGGREGATE LIABILITY OF EITHER PARTY ARISING FROM OR RELATING TO THIS AGREEMENT SHALL NOT EXCEED IN AGGREGATE TWELVE MONTHS OF FEES PAID OR PAYABLE TO PARTNER UNDER THIS AGREEMENT

## 9. LIMITED WARRANTY

- 9.1 Limited Warranty. Company warrants that during the License Term, the Services will provide the general features and functions described in the then current Documentation. Company's entire liability, and End User's exclusive remedy (the "**Limited Warranty**"), with the exception of any statutory warranty or remedy that cannot be excluded or limited under law, shall be at Company's sole discretion and option, (i) to attempt to correct or work around errors, if any, or (ii) to refund the License Fees for the most recent Renewed License Term of this Agreement actually paid by End User and terminate this Agreement. Such refund is subject to the return of all hard copies and the deletion of all electronic copies of the Services. THE LIMITED WARRANTY SET FORTH IN THIS SECTION GIVES END USER SPECIFIC LEGAL RIGHTS. END USER MAY HAVE ADDITIONAL LEGAL RIGHTS UNDER LAW WHICH VARY FROM JURISDICTION TO JURISDICTION. COMPANY DOES NOT SEEK TO LIMIT END USER'S WARRANTY RIGHTS TO ANY EXTENT NOT PERMITTED BY LAW.

- 9.2 DISCLAIMER. EXCEPT FOR THE EXPRESS LIMITED WARRANTY PROVIDED IN **CLAUSE 9.1**, AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, NEITHER COMPANY NOR END USER, AS THE CASE MAY BE, MAKES, AND END USER RECEIVES, NO WARRANTIES, REPRESENTATIONS, OR CONDITIONS OF ANY KIND, EXPRESS OR IMPLIED (INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANT ABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR WARRANTIES OTHERWISE IMPLIED BY STATUTE OR FROM A COURSE OF DEALING OR USAGE OF TRADE) WITH RESPECT TO THE SERVICES . ANY STATEMENTS OR REPRESENTATIONS ABOUT THE SERVICES AND FEATURES OR FUNCTIONALITY THEREOF OR ANY COMMUNICATION WITH END USER ARE FOR INFORMATION PURPOSES ONLY, AND DO NOT CONSTITUTE A WARRANTY, REPRESENTATION, OR CONDITION. WITHOUT LIMITING THE FOREGOING, NEITHER COMPANY NOR END USER WARRANTS: (A) THAT THE OPERATION OR OUTPUT OF THE Services WILL BE UNINTERRUPTED, ERROR-FREE, SECURE, ACCURATE, RELIABLE, OR COMPLETE, (b) THAT ERRORS WILL BE CORRECTED BY COMPANY OR END USER, AS THE CASE MAY BE; OR (C) THAT COMPANY OR END USER, AS THE CASE MAY BE, WILL RESOLVE ANY AND ALL CORRECTION/REPAIR REQUEST AND THAT SUCH RESOLUTION WILL MEET END USER’S REQUIREMENTS OR EXPECTATIONS. NOTHING IN THE FOREGOING RESTRICTS THE EFFECT OF WARRANTIES OR CONDITIONS WHICH MAY BE IMPLIED BY LAW WHICH CANNOT BE EXCLUDED, RESTRICTED OR MODIFIED NOTWITHSTANDING A CONTRACTUAL RESTRICTION TO THE CONTRARY.

## 10. CONFIDENTIALITY

- 10.1 Nondisclosure of Confidential Information. The Parties agree and understand that in furtherance of, and related to, the purpose of this Agreement, each Party (the “**Receiving Party**”) may receive from the other Party (the “**Disclosing Party**”) Confidential Information. Each Party agrees that, without the prior written consent of the Disclosing Party to the Receiving Party, the Receiving Party shall only use the Confidential Information in furtherance of this Agreement and shall not, whether during the term of this Agreement or thereafter, itself use such information, except as provided in this Agreement, or disclose, publicize, reveal or make available, directly or indirectly, any Confidential Information to any firm, person or entity whatsoever, except for a disclosure which is required, if at all, by statute, order of court or otherwise by law, or as reasonably required in order to discharge the Receiving Party's obligations pursuant to this Agreement, and then only after first advising the Disclosing Party of such intent to make disclosure with reasonably sufficient advance notice, if permitted by applicable law, so as to afford the Disclosing Party an opportunity to object or otherwise seek a protective order. Information shall not be considered Confidential Information, or shall cease to be same, when:
- (i) At the time of or after its disclosure by the Disclosing Party, it is published, known publicly or becomes part of the public domain through no fault of the Receiving Party or anyone associated with the Receiving Party who had access to the Confidential Information;
  - (ii) It is or becomes available to the Receiving Party on an unrestricted basis from a third party who does not, to the reasonable knowledge of the Receiving Party, knowingly breach a confidential relationship;
  - (iii) It is or shall have rightfully been in the possession of the Receiving Party prior to disclosure thereof by the Disclosing Party; or
  - (iv) It is independently developed by employees of the Receiving Party (or any affiliate/related entity of the Receiving Party) without access to or use of the proprietary information.

Each Party acknowledges and understands that the other Party and/or its affiliates/related entities may

in the past, currently or in the future be developing information, products, systems, services or methods (collectively “**Information**”) internally (by employees without access to or use of the Confidential Information), or receiving Information from third Parties, which may be similar to a Party’s Confidential Information. Accordingly, nothing in this Agreement shall be construed as a representation or inference that either Party and/or its affiliates/related entities will not develop products, systems, services or methods contemplated by the other Party's Confidential Information.

- 10.2 Nondisclosure of Agreement; Announcement of Relationship. The terms and conditions of this Agreement shall not be disclosed by either Party without the consent of the other Party. Each Party shall inform the other prior to making a public announcement (e.g., a press release) of the relationship entered into (which the Parties will reasonably attempt to coordinate), and if reasonably objected to in terms of content it shall not be made.
- 10.3 Other Agreements Superseded. This Agreement is intended to supersede all prior Agreements, understandings and representations, written and oral, with respect to Confidentiality and the nondisclosure of Confidential Information.
- 10.4 Survival of Confidentiality. Sections 7, 8, 9, 10, 11, 12 along with all other provisions that survive by their express terms, or would naturally be expected to do so based on their subject matter shall survive for a period of 5years from any termination of this Agreement

## 11. EXPORT CONTROL

The Parties acknowledge that certain products, technology, technical data and Services (including Services and certain services and training) and certain transactions may be subject to export controls and/or sanctions under the laws of the United States and other countries and jurisdictions (including the Export Administration Regulations (“EAR”), 15 C.F.R. §§730-774, the International Traffic in Arms Regulations (“ITAR”), 22 C.F.R. Parts 120-130, (collectively “Export/Import Laws”) and sanctions programs implemented by the Office of Foreign Assets Control of the U.S. Department of the Treasury ). No Party shall directly or indirectly export or re-export any such items or any direct product thereof or undertake any transaction or service in violation of any such Laws. Each Party agrees to fully comply with all applicable Export/Import Laws.

## 12. MISCELLANEOUS

- 12.1 Effect of Waiver. No waiver shall be deemed effective under this Agreement unless in writing signed by the Party against whom the waiver is to be effective. No failure or delay by any Party in exercising any right, power or privilege hereunder, and no course of dealing among or between the Parties hereto, shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege.
- 12.2 Successors and Assigns. Except as otherwise provided in this Agreement, this Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns.
- 12.3 Severability. If any provision of this Agreement is held by a court of competent jurisdiction to be illegal, invalid or unenforceable in any jurisdiction, the remainder of this Agreement shall remain in full force and effect, and such holding shall not affect this Agreement or any provision hereof in any other jurisdiction. If any provision of this Agreement is so held to be illegal, invalid or unenforceable only in part or degree, that provision shall remain in full force and effect to the extent not held illegal, invalid or unenforceable.
- 12.4 Force Majeure. Except for payment obligations for services already rendered, non-performance by either Party of this Agreement shall be excused to the extent that performance is rendered impossible by a strike, acts of God, governmental acts or restrictions, failure of suppliers, acts of war or terrorism, or any other reason where failure to perform is beyond the reasonable control of the nonperforming Party



(“Force Majeure Event”). The time for performance of this Agreement shall be extended for a period equal to the duration of the Force Majeure Event.

12.5 Notices. All notices, demands, or consents required or to be given under this Agreement shall be made in the English language and shall be sent by (i) hand, (ii) electronic mail with receipt confirmation, (iii) registered or certified first-class mail, postage prepaid, or (iv) recognized international courier service (e.g. DHL, Federal Express or United Parcel Service), addressed to the Parties as per the details and addresses provided on the pricing documents in relation of this license executed by the Parties. Any notice, demand or consent shall be deemed to have been delivered as follows: (i) the earlier of the time of receipt or seven (7) days after mailing, (ii) if by recognized courier service, at the time of receipt of same; and (iii) if by facsimile confirmed by a letter sent by registered or certified mail or recognized courier service not later than one business day thereafter, the next business day after the time of sending the facsimile. Any address or facsimile number, for the purposes of above, may be changed by notice given in the manner provided for hereinabove.

12.6 Governing Law. This Agreement shall be governed and construed in accordance with the laws of State of Delaware, giving effect to conflict of laws principles. Jurisdiction and venue for any suit or proceeding arising under or in connection with this Agreement or the relationship of the Parties shall lie exclusively in the competent courts of Santa Clara Country, California.

**IN WITNESS THEREOF**, the Parties hereto have caused this Agreement to be executed by their respective duly authorized representatives.

**END USER**

**THE COMPANY**

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Name: Naman Gupta

Title: \_\_\_\_\_

Title: Chief Finance Controller

Cell: \_\_\_\_\_

Cell: +1 (650) 460-3249

Email: \_\_\_\_\_

Email: naman.g@safe.security

Date Signed: \_\_\_\_\_

Date Signed: \_\_\_\_\_