

## **Partner Type Specific Terms**

This document is a supplement to the Indirect Cipher Partner Agreement between Partner and SafeNet and contains additional terms and conditions applicable to Gemalto Cipher Partners authorized as a Technology Partner, OEM Partner or Service Provider and together with the Indirect Cipher Partner Agreement between SafeNet and Partner (hereinafter referred to as the "Agreement"). By participating in the Gemalto Cipher Partner Program as one of these Partner Types, Partner agrees to abide by these additional terms and conditions and SafeNet reserves the right to amend these terms from time to time. All capitalized terms not defined herein will have the meaning ascribed in the Indirect Cipher Partner Agreement.

### **A. TECHNOLOGY PARTNERS**

The following terms are applicable to Partners authorized as a Technology Partner.

#### **1. Interoperability validation**

a. Partner agrees to successfully complete and submit to SafeNet, the product interoperability test results in order to validate compatibility between Partner's product(s) and the designated SafeNet Product(s). SafeNet shall, in its sole and reasonable discretion, determine the success or failure of the interoperability testing based on the criteria set forth in the Solution Development Plan. Interoperability validation shall be confirmed by SafeNet in writing and shall only apply to the particular programs and/or products that were tested in accordance with the Solution Development Plan.

b. If, subsequent to achieving interoperability validation with respect to a product, Partner issues a new release of that product which incorporates new features and/or functionality prompting Partner to assign a new name or new release number (as commonly signified by a change in the numeral to the left of the decimal point in the product version number, or other similar designation) to the product(s), and in such event Partner shall complete product interoperability testing with the new product version(s) in order to validate compatibility between such version(s) and the latest release designated SafeNet Product(s).

c. Partner agrees to document the Solution and the testing process undertaken in an Implementation Guide within thirty (30) days of the successful completion of the interoperability testing. "Implementation Guide" shall mean a technical document drafted by Partner and reviewed by both parties to be provided to customers and potential customers of both SafeNet and Partner. The Implementation Guide shall describe the Solution(s) and the steps outlining interoperability between the SafeNet Product(s) and the Partner product(s). Partner agrees not to make the Implementation Guide publicly available until after review and written approval by SafeNet. SafeNet, at its option, has the right to publish a SafeNet-branded version of the "Implementation Guide"

#### **2. Sales and Marketing Activities**

The Parties' primary marketing goal is the development of qualified sales opportunities through the promotion of the Solutions that are created or confirmed under this Agreement. Partner and SafeNet agree that each will make commercially reasonable efforts to undertake the following sales and marketing activities: (i) representation of the completed Solution(s) on both Parties' websites; (ii) upon approval by SafeNet of Partner-developed Solution, SafeNet at its sole option will(a) issue a joint press release with the Partner about the joint Solution; and (b) provide a supporting quote for Partner press release announcing the completion of the Solution; (iii) upon approval by SafeNet of Partner-developed Solution, Partner may make use of the Program Logo as set forth below; (iv) publish an Implementation Guide documenting the solution; (v) SafeNet, at its discretion, may use Partner's logo, name and product name(s) in its marketing materials; and (viii) collaborate on marketing efforts of the Parties' products and Solutions.

### 3. Trademarks and Logos

a. SafeNet shall design, establish and register in such jurisdictions as it deems appropriate one or more trademark logos for use in connection with the Program (the "**Program Logo**"). The Program Logo is a trademark of SafeNet. SafeNet shall make the Program Logo available to Partner in print ready art form. SafeNet shall have the right to modify the Program Logo or prepare an additional Program Logo from time to time and shall update Partner with such modifications in a reasonable time to allow Partner to implement the modifications.

b. Subject to and expressly conditioned upon Partner's qualification to use the Program Logo and upon compliance with the terms and conditions of this Agreement, SafeNet grants Partner a worldwide, nonexclusive, nontransferable, non-sub licensable, royalty-free, revocable license to use the Program Logo solely in connection with the Program and with the marketing and sale of the products of the Partner tested for compatibility by SafeNet and solely in the manner described in the SafeNet Partner Logo Usage Guide. Partner's right to receive and use the Program Logo is contingent upon SafeNet's determination that Partner's Solution has been approved in accordance with the Solution Development Plan. All rights in the Program Logo acquired through Partner's display belong solely to SafeNet and will inure to the benefit of SafeNet.

c. SafeNet reserves the right to review Partner's use of the Program Logo at any time and Partner agrees to make modifications to its use of the Program Logo as SafeNet may request. SafeNet reserves the right to review and approve prior to publication the form and content of advertising or promotional materials containing the Program Logo.

d. Partner grants SafeNet a worldwide, nonexclusive, nontransferable, non-sublicenseable, royalty-free, personal license to use, copy, and display the logo of Partner ("**Partner Logo**") on SafeNet's website or in SafeNet materials (e.g., in any printed material, mailing, or other document) to identify the Solution(s) or Partner's participation in the Program. Partner shall make the Partner Logo available to SafeNet in print and web ready art formats as provided by SafeNet. All rights in Partner's logo acquired through SafeNet's display belong solely to Partner and will inure to the benefit of Partner.

e. All use of any logos is subject to the respective logo owner's usage guidelines.

f. Partner acknowledges and agrees that SafeNet retains all right, title and interest in and to the Program Logo, and SafeNet acknowledges and agrees that Partner retains all right, title and interest in and to the Partner Logo. Nothing herein is intended to grant any right in the Program Logo or the Partner Logo other than the right to use the same in accordance with the requirements set forth in this Agreement. The license to use the Program Logo and the Partner Logo will terminate no later than termination or expiration of the Agreement. Notwithstanding any other termination provision, however, SafeNet reserves the right to take action against any use that does not conform to these requirements; that infringes on SafeNet's intellectual property or other right; or that violates other applicable law. In any and all such cases, SafeNet reserves the right to terminate Partner's license to use one or more of the Program Logos upon sixty (60) days written notice to Partner. Notwithstanding any other termination provision, however, Partner reserves the right to take action against any use that does not conform to its use requirements; that infringes on Partner's intellectual property or other right; or that violates other applicable law. In any and all such cases, Partner reserves the right to terminate SafeNet's license to use the Partner Logo upon sixty (60) days written notice to SafeNet.

g. The parties agree that upon expiration of the Agreement each Partner product which is deemed to be inoperable with SafeNet Product(s) will continue to be presented as such by both Parties in marketing materials and/or web-sites, and that Partner and SafeNet shall have rights to display the SafeNet Technology Partner Logo and Partner Logo for so long as the Partner Product is maintained as a supported configuration by the Partner. Notwithstanding the foregoing, upon termination of the Agreement SafeNet

reserves the right to revoke any and all rights of Partner's use of the SafeNet Technology Partner Logo and the Program Logo.

h. Under no circumstances will anything in this Agreement be construed as granting, by implication, estoppel or otherwise, a license to any technology or proprietary right belonging to the other party other than as expressly set forth under this Agreement. Partner expressly acknowledges and agrees that SafeNet, by permitting Partner to participate in the Program and to use the Program Logo in the manner specified hereunder, is not in any manner certifying the use, operation or functionality of Partner's products, but rather is stating that the version is interoperable with the SafeNet products it was tested against. The Program is not intended to be a certification program, but rather an opportunity for Partner to create products and technologies that will be interoperable with SafeNet products and for SafeNet to confirm such compatibility as further specified in the Solution Development Plan. Therefore, the use of the Program Logo in connection with qualified products may be subject to disclaimer and/or indemnification requirements as expressly specified in the SafeNet Partner Logo Usage Guide.

#### **4. Customer Support**

Both parties will use commercially reasonable efforts to troubleshoot its own end-user customer problem to first determine if the source of the problem is related to Partner's products or SafeNet Product(s). If SafeNet's customer support organization reasonably determines that the source of a problem is due to a Partner product, then SafeNet's customer support organization will contact Partner's customer support organization for resolution. If Partner's customer support organization reasonably determines that the source of the problem is related to a SafeNet Product(s), Partner will contact SafeNet's customer support organization for resolution. Each party, in its sole discretion, may require such end-user customer to have an active technical support agreement in place for the affected party's product(s). Each company shall use its own then-current published customer support response times in fulfillment of its respective obligations herein.

### **B. OEM PARTNERS**

The following terms are applicable to Partners authorized as an OEM Partner.

#### **1. Customer Support**

Partner is responsible for providing technical support to its End Users and the timely delivery of any updates or upgrades to End Users. Partner's support obligations include, but are not limited to, technical assistance with the installation, operation, and maintenance of the Licensed Product incorporated in the OEM Bundled Product and any bug fixes or user training. In the event an End User contacts SafeNet directly for support, SafeNet may, at its option, either decline to assist the party requesting assistance and re-direct to that party to the Partner, or provide the support at SafeNet's current hourly rates and bill Partner for its services.

### **C. SERVICE PROVIDERS**

The following terms are applicable to Partners authorized as a Service Provider.

#### **1. Customer Support**

a. Partner shall be the sole point of contact for all End User service inquiries and trouble calls. SafeNet will not accept any direct support requests from End Users. Subject to the applicable Service Level Agreement, SafeNet will provide 4th Line Support during regional office hours. Partner will be required to provide 3rd Line, 2nd Line, and 1st Line Support. To the extent SafeNet must communicate directly with End Users to resolve any 4th Line of Support issues, Partner shall be required to facilitate and be involved in all such communications.

b. Partner shall maintain the services of a sufficient number of technically qualified sales personnel and service engineers to provide an effective sales program and proper Support to the End Customers.

**2. Obligations/Requirements**

a. Partner will commit to working with SafeNet to build and execute a suitable marketing program to market the Products to existing and future customers. The Partner shall ensure that End Customer obtains a copy of any Terms of Service, including any Data Processing or Data Privacy Terms, as applicable, that SafeNet makes available, and Partner will obligate End Customer to provide its End Users with a copy of same.

c. The right to use the Service granted herein does not grant to Partner any proprietary rights or interests in any new or enhanced software products developed by SafeNet, even if such new programs provide additional capability to the Services or replace existing Services. In the event that Partner becomes aware of any breach or threatened breach of the applicable Terms of Service, Partner shall promptly notify SafeNet in writing of such breach.

d. SafeNet may not supply Services to the Partner without obtaining from the Partner a written notice of the identity of the End Customer (including its name and address). On SafeNet's receipt of notice of any such appointment, the Partner shall ensure that it enters into a written contract with such End Customer on terms which provide at least the same level of protection to SafeNet as set out in this Agreement and the applicable Service terms.