QUASR PARTNER AGREEMENT

This partner agreement (the "**Agreement**") is made by and between, and shall be effective as of the date indicated below the signature of the last of Quasr and Partner to execute this Agreement (the "**Effective Date**"):

BY AND BETWEEN:

Quasr BV, incorporated, organized and existing under the laws of Belgium, with registered office at New Yorkkaai 85 b 302, 2000 Antwerpen, Belgium and registered with the Crossroads Bank for Enterprises (*Kruispuntbank van Ondernemingen* or *KBO)* under enterprise number 0779.655.316;

Hereinafter referred to as "**Quasr**";

AND

PARTNER NAME	[PARTNER]
PARTNER ADDRESS	[ADDRESS]
PARTNER ENTERPRISE NUMBER	[ENTERPRISE NUMBER]

Hereinafter referred to as "**Partner**";

Quasr and the Partner are hereinafter individually referred to as a "**Party**" jointly as the "**Parties**".

WHEREAS:

(A) Quasr offers the application programming interfaces (APIs), tools and User interfaces (UIs), in the form of an online identity and privacy management platform as a service offering, together with the programs, networks and equipment.

(B) This Agreement contains the terms and conditions under which Partner may market and, depending on Partner's category, resell such platform.

IT IS HEREBY AGREED AS FOLLOWS:

1. OBJECT

The Agreement consists of this executive summary (the "**Executive Summary**") and the general terms which are attached hereto and incorporated by reference herein (the "**General Terms**").

2. PARTNER SPECIFIC TERMS

The following specific terms shall apply to this Agreement:

RESELLER PARTNER	[YES/NO]
TERRITORY	[TERRITORY]
FOR REFERRALS: REFERRAL PERCENTAGE	5% on ACV for a one (1) year agreement 10% on ACV for a multi-year agreement
FOR RESALES: DISCOUNTS AGAINST LIST PRICE	20% on ACV for a one (1) year agreement 30% on TCV for a multi-year agreement

3. GOVERNING LAW AND JURISDICTION

This Agreement shall be exclusively governed by and construed in accordance with the laws of Belgium, without regard to its conflict of law principles. Any dispute arising hereunder which cannot be amicably settled between the Parties within a reasonable period from the dispute arising, shall be submitted to the exclusive jurisdiction of Antwerp (Belgium).

4. COUNTERPARTS

This Agreement may be executed in any number of counterparts, all of which shall be considered one and the same agreement and shall become effective when counterparts have been signed by each Party. Counterpart signature pages to this Agreement transmitted by electronic mail in portable document format (".pdf") form, or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, will have the same effect as physical delivery of the paper document bearing an original signature. Each Party shall receive a signed copy of the Agreement. Delivery of a signed copy via an electronic signature system shall have the same binding force and effect as the delivery of an original physical copy.

For **QUASR BV**	For **[PARTNER]**
Name:	Name:
Title:	Title:
Date:	Date:

GENERAL TERMS

1. DEFINITIONS

1.1. The following initially capitalized terms are ascribed the following meanings:

"**Brand Guidelines**"	means Quasr's then current written policies for proper usage and placement of the Trademarks, as made available to Partner and as amended by Quasr from time to time in its discretion;
"**Confidential Information**"	has the meaning ascribed to it in article 12.1 of these General Terms;
"**Customer**"	means (i) in the case of a Referral, any end-licensee or end-customer of the Platform that orders a Platform license directly from Quasr, or (ii) in the case of a Resale, any end-licensee or end-customer of the Platform that orders a Platform license from Partner;
"**Damages**"	has the meaning ascribed to it in article 10.1 of these General Terms;
"**Dashboard**"	means the interface Quasr provides its customers via its administrative account in the Platform to visualize, access and update accounts, user profile, tenants, subscription service(s) and billing information;
"**Determination Against Quasr**"	has the meaning ascribed to it in article 10.1 of these General Terms;
"**Disclosure Order**"	has the meaning ascribed to it in article 12.4 of these General Terms;
"**Discount**"	means the discounts off the List Price of the Platform that Quasr provides to a Reseller Partner, as specified in the Executive Summary;
"**Documentation**"	means the user documentation, installation guides, release notes and other documentation applicable to the Platform, including additional, updated or revised documentation, if any, published by Quasr or otherwise made available by Quasr to Partner or a Customer under this Agreement;
"**List Price**"	means, with respect to a Reseller Sales Order, Quasr's list price for Quasr's direct sales of the Platform in that portion of the Territory in which the Prospect is located, in effect at the time Partner submits its Reseller Sales Order, and provided by Quasr to the Partner in writing;
"**Indemnification Conditions**"	has the meaning ascribed to it in article 10.1 of these General Terms;
"**Infringement**"	has the meaning ascribed to it in article 10.1 of these General Terms;
"**Marketing Collateral**"	means documentation prepared by Quasr to assist in marketing the Platform, and provided by Quasr to Partner under this Agreement;
"**Net Referral Subscription Fees**"	means the first year's Platform subscription fees (i.e. the annual contract value or ACV of the first year) that are received by Quasr and that the Customer agrees to pay for under the Referral Contract at the time the Referral Contract is first executed, less (i) any fees paid or payable by Quasr to any third parties for technology provided or made available to the Customer as part of the same transaction (for example, third party add-on offerings), (ii) any taxes and other governmental or quasi-governmental duties, levies and impositions incurred by Quasr as a result of entering into or fulfilling the Referral Contract, and (iii) any refunded fees relating to the Referral Contract (other than refunds for warranty or service level non-compliance);
"**Platform**"	means Quasr's application programming interfaces (APIs), tools and User interfaces (UIs), in the form of an online identity and privacy management

	platform as a service offering, together with the programs, networks and equipment;
"**Prospect**"	means a prospective Customer;
"**Qualified Referral**"	means a referral by Partner meeting all of the conditions described in article 3.1.3 of these General Terms;
"**Referral**"	means Partner' introduction to Quasr of a Prospect meeting the Qualified Referral criteria and, as a direct result of such introduction and Partner's continuing efforts, the Prospect's entering into a Referral Contract directly with Quasr. For clarity, a Resale will not be a Referral, and a Referral will not be a Resale;
"**Referral Contract**"	means the Customer Agreement executed between Quasr and a Prospect meeting the Qualified Referral criteria, under which the Prospect agrees to subscribe to the Platform directly from Quasr, including through execution by both Quasr and the Prospect of a Referral Sales Order;
"**Referral Fees**"	has the meaning ascribed to it in article 7.2 of these General Terms;
"**Referral Percentage**"	means the applicable referral percentage amount specified in the Executive Summary;
"**Referral Sales Order**"	means a written sales order form for an "*Enterprise*" subscription by the Customer to the Platform, submitted by Quasr to the Customer and signed by Customer, describing the initial subscription term, details and pricing metrics with respect to the Platform license that the Customer has purchased;
"**Resale**"	means the acceptance by a Reseller Partner of an order from any Customer for a subscription to access and use the Platform;
"**Resale Fees**"	has the meaning ascribed to it in article 7.1 of these General Terms;
"**Reseller Partner**"	means a Partner that is authorized to engage in Resales, as specified in the Executive Summary;
"**Reseller Sales Order**"	means a written sales order form for Resales of the Platform acceptable to Quasr, submitted by Quasr to Partner, and signed by Partner in accordance with the provisions of article 6 of these General Terms;
"**Term**"	means the term of this Agreement, as specified in article 13 of these General Terms;
"**Termination Notice**"	has the meaning ascribed to it in article 13.2 of these General Terms;
"**Customer Agreement**"	means the agreement concluded between Quasr and its Customers for subscription to the Platform, subject to the Quasr "*Enterprise Agreement*" available at https://quasr.io/. Quasr may revise the terms of the "*Enterprise Agreement*" from time to time, at its sole discretion; provided, however, that except as otherwise provided in the Customer Agreement, no such revision will apply to any Reseller Sales Order executed prior to the effective date of the revision.
"**Territory**"	means the geographic territory specified in the Executive Summary; and
"**Trademarks**"	means the trade and service marks and their associated logos and trade names that Quasr requires Partner to use in marketing and Reselling the Platform under this Agreement.

1.2. The following words will be interpreted as designated: (i) "or" connotes any combination of all or any of the items listed; (ii) where "including" is used to refer to an example or begins a list of items, such example or items will not be exclusive; (iii) "specified" requires that an express

statement is contained in the relevant document; and (iv) “will” is, unless the context requires otherwise, an expression of command, not merely an expression of future intent or expectation. References to “Partner” reflect technology sector terminology only, and are not intended to (and do not) establish any “partnership” for legal, tax or other similar purposes.

2. APPOINTMENT AND LICENSE GRANTS

2.1. Appointment. Quasr hereby appoints Partner within the Territory as a non-exclusive marketer and referrer, and, to the extent so specified in the Executive Summary, as a Reseller Partner, of the Platform for the duration of the Term.

2.2. License Grants. Subject to the terms and conditions of this Agreement, Quasr hereby grants to Partner, and Partner hereby accepts, the following personal, limited, non-transferable, non-assignable, non-sublicensable, non-exclusive licenses for the duration of the Term, to:

(a) *Trademarks*. Use the Trademarks to market the Platform to Prospects and Customers in the Territory;

(b) *Marketing Collateral*. Reproduce, distribute and display the Marketing Collateral to Prospects and Customers within the Territory; and

(c) *Resales*. Only if Partner is designated in the Executive Summary as a Reseller Partner, Resell the Platform to Customers within the Territory

2.3. Reservation. Quasr reserves all other rights of which it is the owner or licensee, including those pertaining to the Platform, the Trademarks, the Marketing Collateral and Quasr’s Confidential Information. For clarity, references to the “sale”, “resale”, “acquire” or "purchase" of any software or software or platform subscription services means the sale of license rights to the software, as specified in the applicable Reseller Sales Order; no title or any ownership interest to any software programs, including the Platform, is transferred to Partner, or to any Customer.

2.4. Competition. This Agreement will not limit Quasr’s right or ability to market, promote, display or otherwise provide or distribute the Platform in the Territory or elsewhere, either directly or through other partners, distributors, dealers, sales representatives or any other third parties.

3. PARTNER PROGRAM

3.1. Contractual Relationships. The contractual relationships between Quasr, Partner and the applicable Customer will be as follows:

3.1.1 *All Partner Categories*. Regardless of whether Partner is authorized to conduct Resales, Quasr will license the Platform directly to the Customer, under and subject to the terms of the applicable Customer Agreement.

3.1.2 *Reseller Partners - Resales*. If Partner is authorized to conduct Resales, then the following terms apply:

(a) Resale Terms. Partner will establish its own commercial terms (e.g., initial subscription term (with a minimum term of twelve (12) months), pricing and credit terms, etc.) with respect to all Platform licenses Resold by Partner to Customers. Notwithstanding the foregoing, Partner will, to the maximum extent permissible under applicable law, participate in and comply with all pricing promotion, incentive and other marketing programs established by Quasr from time to time in connection with its Resales of the Platform.

(b) Reseller Sales Orders. With respect to each Resale requested by Partner in writing (via form), Quasr will submit a draft Reseller Sales Order to Partner that proposes the terms on which Partner will purchase the Platform license from Quasr for Resale to the applicable Customer, as more fully described in article 6 of these General Terms. When signed by Partner and processed by Quasr, the Reseller Sales Order will establish the scope of the Customer’s rights to access and use the Platform that are the subject of the Reseller Sales Order.

(c) Document Forwarding. In any circumstance where a Customer is not forced to accept a "click-through" Customer Agreement prior to using the Platform, Partner will ensure that the Customer has fully assented to the terms of such Customer Agreement prior to any use of the Platform and has delivered a duly signed copy thereof to Quasr.

3.1.3 *All Partners – Referrals*. If Partner is not authorized to engage in Resales, or if a Reseller Partner prefers to engage in a Referral instead of a Resale, then Partner may make Referrals to Quasr, which will be handled as follows. Quasr will meet in person or via phone or video call with Prospects that are referred by Partner, and that meet Quasr's customer qualification criteria, to determine, in good faith, if it would be appropriate for such Prospect to acquire a Platform license. As a condition to Quasr's obligations to attend such a meeting, and if Partner wishes the Referral to be eligible for treatment as a Qualified Referral, then (i) Partner must have provided Quasr with a completed registration (via form); (ii) Quasr must have accepted the referral in writing or by email as a Qualified Referral within ten (10) calendar days of receiving the referral; and; and (iii) if requested by Quasr, a Partner representative is available to introduce Quasr and the Prospect on the meeting or (video) call. Notwithstanding the foregoing, Quasr may decline the referral if Quasr determines that the referral does not meet Quasr's qualification criteria, or if, within the two (2) year period preceding the referral, Quasr's or any of its other partners' marketing or sales team has had actual phone, video call or in person contact with the Prospect.

3.2 Marketing Collateral. Quasr will provide Partner with Marketing Collateral, as Quasr may in its sole discretion determine necessary.

3.3 Training. Following the Effective Date, Quasr may provide, and Partner will attend such sales, marketing and technical training to Partner with respect to the Platform as Quasr may in its sole discretion determine necessary. Except to the extent otherwise agreed between Quasr and Partner, all training will take place on Partner location, or be web-based, or otherwise agreed. Partner will be responsible for its own travel and living expenses in attending training.

3.4 Professional Services. A Reseller Partner may request Quasr to provide professional services relating to use of the Platform or otherwise. Such professional services may be requested (i) for the benefit of the Partner, or (ii) for the benefit of the Customer, in which case such services may be provided either directly to Customer or as a subcontractor to Partner, as the case may be, and in each such case subject to be agreed upon with the Customer. Professional services provided by Quasr will be charged at its then current applicable hourly rates or such other rates as may be agreed between Quasr and the Partner.

3.5 Advertising and Promotional Materials. Partner will reference Quasr and use the Trademarks in marketing, advertising and promotional materials in connection with the sale and promotion of the Platform.

3.6 Channel Conflict / Splits. In the event of any transaction where Partner and Quasr or Quasr's other partners, agents or representatives cannot mutually resolve their respective shares in the compensation arising from the customer order, then Quasr may, in its sole and absolute discretion, allocate related Discounts or Referral Fees as Quasr determines. Quasr may unilaterally reduce the Discount or Referral Fee Percentage accordingly for any such transaction.

4. PARTNER'S RESPONSIBILITIES

4.1. Promotion Efforts and Sales Force. Partner will use its best efforts to develop the full sales potential of the Platform within the Territory and will provide adequate sales personnel and promotional and office facilities to market, demonstrate, promote and sell the Platform in the Territory. Partner will use best endeavors to provide an efficient sales service to allow Quasr and the Customer to enter into a Customer Agreement as soon as possible following acceptance of the Reseller Sales Order or Referral Sales Order, as applicable, by Quasr.

4.2. Marketing and Advertising. Partner's marketing and advertising efforts with respect to the Platform will be of high quality, in good taste, and will preserve the professional image and reputation of Quasr and the Platform. Partner will not in any way, directly or indirectly, disparage Quasr or any of the Platform. Partner will distribute the Documentation with all notices, labels, logos, warranties, disclaimers and license agreements intact as provided by Quasr.

4.3. Representations and Warranties to Third Parties. Partner has no authority to and will not make any promise, representation, warranty or guarantee with respect to the Platform on behalf of Quasr or any of Quasr's suppliers or licensors to any third party (including Customers and Prospects), with respect to the Platform or otherwise.

5. QUASR PROPRIETARY RIGHTS

5.1. Ownership. Except for the licenses granted in article 2.2 of these General Terms, Quasr will retain and be the sole owner of all right, title and interest in and to all copyrights, trademarks (including the Trademarks), service marks, trade secrets, patents, patent applications, mask work, moral rights, contract rights and all other proprietary rights embodied in the Platform and the Marketing Collateral, including all derivative works of or improvements or enhancements to the Platform or the Marketing Collateral. Except as otherwise expressly specified in this Agreement, Partner has no right, title or interest in or to any intellectual property relating to the Platform and will not (a) modify, adapt, translate or create derivative works from any Quasr Offering, (b) merge or combine the Platform with other software not expressly approved in writing by Quasr, (c) reproduce, distribute, perform, display or sub-license any Quasr Offering, or (d) reverse engineer, decompile, disassemble, or otherwise attempt to derive the source code or algorithms of any Quasr Offering, except as expressly permitted or required by applicable law or Quasr's licensors, and then only upon prior written notice to Quasr.

5.2. Trademarks. During the Term, Partner (a) may indicate to the public that it is an authorized Partner of Quasr within the Territory, and (b) will utilize the Trademarks in accordance with the Brand Guidelines to market the Platform to Prospects and Customers. Partner will not (i) use any trademark, service mark or trade name of Quasr as part of its name, nor (ii) do or permit any act to be done at any time which may in any way impair the rights of Quasr in any such trademark, service mark or trade name. Partner will permit Quasr to validate the quality of products, services and marketing material associated with the Trademarks as necessary for Quasr to preserve its goodwill in the Trademarks. All uses of the Trademarks will inure to the benefit of Quasr.

5.3. Piracy/Intellectual Property Enforcement. Partner will immediately notify Quasr if Partner discovers any misappropriation, infringement or misuse of Quasr's (or its suppliers') intellectual property rights. At Quasr's request, Partner will assist Quasr, as reasonably requested by Quasr and at Quasr's reasonable expense, to enforce Quasr's intellectual property rights or to take steps to cease such infringement

6. RESALE ORDERS

6.1 Procedure. Reseller Partners will order Platform licenses from Quasr by sending a signed Reseller Sales Order to Quasr in accordance with the terms and conditions of this Agreement, and the then-current Reseller Sales Order processing procedures established by Quasr. Quasr will send the countersigned Reseller Sales Order to Partner. Such Reseller Sales Orders will reference this Agreement and specify (i) the initial subscription term (with a minimum term of twelve (12)

months), any applicable license metrics and other scope limitations applicable to a Customer's subscription to the Platform, and (ii) such other information as may be required by the Reseller Sales Order process. All Reseller Sales Orders will be between Partner and Quasr; Partner will be solely responsible for management of its Customer.

6.2 Acceptance of Reseller Sales Orders. All Reseller Sales Orders submitted by Quasr to Partner will be subject to acceptance by Quasr at its corporate offices in Antwerp, and will not be binding on Quasr until signed by Partner. Partner will have no right of rescission in connection with Reseller Sales Orders.

6.3 Controlling Terms. All Resales made by Partner from Quasr during the Term will be subject to the terms and conditions of this Agreement. Any terms or conditions appearing on the face or reverse side of any purchase order, acknowledgment, or confirmation that are different from or in addition to those of this Agreement will not be binding on the Parties, even if signed and returned, unless both Parties agree in a separate writing to be bound by such different or additional terms and conditions.

6.4 Cancellation or Postponement by Quasr. Quasr may cancel or postpone any Reseller Sales Order placed with, and accepted by, Quasr if Partner fails to make any payment as required under this Agreement or any invoice or otherwise fails to comply with the terms and conditions of this Agreement.

6.5 Credit Terms. Quasr may offer to provide credit to Reseller Partners in amounts and at times to be determined or limited in Quasr's sole discretion. No offer to provide or extend credit will be binding upon Quasr unless made in writing by an authorized officer of Quasr. Quasr may alter the terms of or terminate such credit arrangement at any time in Quasr's sole discretion.

7. FEES AND PAYMENT

7.1 Resale Fees. For each Reseller Sales Order accepted by Quasr under this Agreement, Partner will pay Quasr the List Prices for the Platform specified in the Reseller Sales Order, less the Discounts specified in the Executive Summary (if any) (collectively the "**Resale Fees**").

7.2 Payment Terms – Reseller Sales Orders. All payments made by Partner to Quasr under this Agreement will be in Euros. Partner will pay all invoices issued under this Agreement by wire transfer to Quasr's designated bank account within thirty (30) calendar days from the date of Quasr's invoice, regardless of any terms or payment schedules as between Partner and Customers.

7.2 Referral Fees. If a Prospect referred by Partner to Quasr enters into a Referral Contract as a direct result of a Referral from Partner, and within twelve (12) months of Partner's first introduction of the Prospect to Quasr, then Quasr will pay Partner a referral fee equal to the applicable Referral Percentage of the Net Referral Subscription Fees (such referral fee hereafter the "**Referral Fees**"). Referral Fees will only be paid by Quasr to Partner on a first-come first-served basis.

7.3 Payment Terms - Referrals. Following execution of a Referral Contract, Quasr will (i) notify Partner of all Referral Fees to which Partner is entitled under such contract (assuming full performance of the Referral Contract), and (ii) within thirty (30) days of Quasr's receipt of any underlying fees payable by the applicable Customer under the Referral Contract, pay Partner the Referral Fees. If the underlying fees are payable in more than one installment, then Quasr will pay the Referral Fees in installments, in the same proportions as those borne by the installment paid under the Referral Contract to the aggregate Net Referral Subscription Fees under the Referral Contract, within thirty (30) calendar days of receipt of the applicable payment. Partner will treat all information concerning the amount and timing of fees payable to Quasr as Confidential Information of Quasr.

7.4 Taxes. Partner will be responsible for all taxes (other than taxes based upon Quasr's net income or gross receipts), duties, tariffs, assessments and other charges and expenses of any kind imposed upon or with respect to (a) the Resale of the Platform, or (b) the payment of Referral

Fees to Partner under this Agreement. Reseller Partners will promptly furnish Quasr with a valid reseller's tax exemption certificate issued by each applicable jurisdiction, in any circumstance where the Partner asserts that such an exemption applies to a transaction occurring under this Agreement.

7.5 Tax Withholding. If a Reseller Partner is required to withhold taxes imposed upon Quasr for any payment under this Agreement by virtue of the laws of a country in which the Platform is licensed, sold or delivered, then such payments will be made by Partner on behalf of Quasr by deducting them from the payment then due Quasr and remitting such taxes to the proper authorities on a timely basis, and the payments provided for under this Agreement will be adjusted upwards appropriately so that Quasr actually receives the full amount of the Resale Fees from Partner, provided that Partner supplies Quasr with official documentation or tax receipts on such withholdings supporting such taxes and such payments as may be required by Quasr for its tax records on or before the date on which such payment is due Quasr under this Agreement.

7.6 Late Charges. Quasr may charge a late payment fee equal to the lesser of one percent (1%) per month or the maximum amount permitted by law will be assessed on Reseller Sales Order invoice remaining unpaid thirty (30) calendar days after its due date, and Partner will be responsible for all costs and expenses, including attorney's fees, incurred by Quasr in connection with the collection of any delinquent amounts.

7.7 List Prices. Quasr may change any of its List Prices upon not less than sixty (60) calendar days' prior written notice to Partner. Reseller Partners will receive the Discounts only on the Resales acquired directly by Partner from Quasr. Referral Partners will receive Referral Fees only on Referrals directly to Quasr.

7.8 Records. Reseller Partners will keep accurate and current books and records of account relating to the Resale of the Platform. During the Term and for three (3) years thereafter Quasr or its representatives may, upon not less than thirty (30) calendar days' prior notice, inspect, audit and make copies of such books and records. Any inspection conducted by Quasr under this Section will take place during Partner's normal business hours, and Quasr will use commercially reasonable efforts to minimize disruption of Partner's business operations when conducting such inspection.

8. WARRANTY DISCLAIMERS

8.1 Disclaimer. The Platform shall be made available by Quasr to the Customers on an "as is" and "as available" basis, and without any representations, warranties or conditions of any kind, whether expressly or implicitly, and including without limitation representations, warranties or conditions of title, non-infringement, merchantability, fitness for a particular purpose, performance, durability, availability, timeliness, accuracy or completeness, all of which are hereby disclaimed by Quasr to the fullest extent permitted by law.

9. PARTNER'S WARRANTIES

9.1. Authority. The execution and delivery of this Agreement by Partner and the performance of the obligations contemplated hereby have been duly and validly authorized by all necessary legal action on its part, and this Agreement is legal, valid and binding against Partner in accordance with its terms.

9.2. No Default. The execution, delivery and performance of this Agreement by Partner does not and will not conflict with any obligation of Partner under any agreement or instrument to which Partner is a party or by which it is bound.

10. INDEMNIFICATION

10.1 Quasr's Infringement Indemnification. If any third party makes any claim against Partner that its Resale or Referral of the Platform, in the form provided by Quasr to the Customer, infringes any intellectual property rights of such third party (collectively, an "**Infringement**") then, upon notification of such claim, Quasr will, at its sole cost and expense, defend Partner against such claim and any related proceeding brought by such third party against Partner. Upon the

occurrence of a Determination Against Quasr (defined below), Quasr will indemnify Partner from and against any and all losses, claims, liabilities, costs and expenses (including taxes, fees, fines, penalties, and interest) reasonably and actually incurred (collectively "**Damages''**) by Partner as a result of the Infringement. Quasr's obligations under this Section 10.1 are conditioned upon Partner's compliance with the Indemnification Conditions (defined below).

"**Determination Against Quasr**" means a final determination by the tribunal conducting the proceeding that Quasr or Partner has committed an Infringement of intellectual property rights of the third party, or consummation of a settlement between Quasr and the third party in which Quasr agrees to pay compensation to the third party for Partner's or Quasr's Infringement of the third party's intellectual property rights.

"**Indemnification Conditions**" means the following obligations of a Party entitled to defense or indemnification under this Agreement: (i) the indemnified Party notifies the indemnifying Party in writing of any claim that might be the subject of indemnification promptly after any executive officer of the indemnified Party or member of the indemnified Party's legal department first knows of the claim, provided, however, that no failure to so notify an indemnifying Party will relieve the indemnifying Party of its obligations under this Agreement except to the extent that the indemnifying Party can prove damages attributable to such failure; (ii) the indemnifying Party is given primary control over the defense and settlement of the claim (subject to the foregoing, the indemnified Party may nonetheless participate in the defense at its sole cost and expense); (iii) the indemnified Party makes no admission of liability nor enters into any settlement without the indemnifying Party's prior written agreement; (iv) the indemnified Party provides such assistance in defense of the proceeding as the indemnifying Party may reasonably request, at the indemnifying Party's reasonable expense; (v) the indemnified Party complies with any court order or reasonable settlement made in connection with the proceeding; and (vi) the indemnified Party uses all commercially reasonable efforts to mitigate its losses.

10.2 Exclusions. Notwithstanding the foregoing, Quasr will have no obligation under this article 10 or otherwise with respect to any infringement or misappropriation claim to the extent based upon (a) any use, Resale or Referral of the Platform not in accordance with this Agreement or the Documentation, (b) any use, Resale or Referral of the Platform in combination with products, equipment, software or data not supplied by Quasr to the extent the infringement would not have occurred but for such combination, (c) any use of any release of the Platform other than the most current release made available to the Customer, (e) any modification of the Platform by any person other than Quasr or its authorized agents or subcontractors, (f) any third party open source software, or (g) any data accessed, uploaded, downloaded, stored, displayed or otherwise processed by the Platform.

10.3. Partner Indemnity. Except to the extent caused by Quasr's non-compliance with its obligations under this Agreement, and except to the extent of Quasr's indemnification obligations under this article 10, Partner will defend, indemnify and hold Quasr, its affiliates and their respective officers, directors, employees, consultants and agents harmless from and against any and all third party suits, claims, actions, demands, investigations and Damages (including reasonable legal expenses and attorneys' fees) arising directly or indirectly out of (i) the marketing, promotion or Resale of the Platform by Partner; (ii) any combination by Partner of the Platform with products and services not provided by Quasr; (iii) the conduct of Partner's operations under this Agreement; (iv) any representation or warranty made by Partner to any Customers or third parties, except statements that are direct quotations of the Documentation; (v) the Partner's breach of the license terms set forth in this Agreement or an infringement of the Company's intellectual property rights; or (vi) any non-compliance by Partner with the terms and conditions of this Agreement, or the requirements of article 14 of these General Terms.

11. LIMITATION OF LIABILITY

11.1 Exclusion of Certain Claims. EXCEPT WITH RESPECT TO ANY INFRINGEMENT OR MISAPPROPRIATION BY PARTNER OF ANY OF QUASR'S INTELLECTUAL PROPERTY RIGHTS, ANY

BREACH BY EITHER PARTY OF ARTICLE 12 OF THESE GENERAL TERMS, AND EACH PARTY'S DEFENSE, INDEMNIFICATION AND HOLD HARMLESS OBLIGATIONS, IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER PARTY, OR TO ANY THIRD PARTY FOR ANY CONSEQUENTIAL, INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE OR EXEMPLARY DAMAGES, WHETHER FORESEEABLE OR UNFORESEEABLE (INCLUDING DAMAGES FOR LOSS OF GOODWILL OR PROFITS, OR FOR LOSS OR UNAVAILABILITY OF DATA OR EQUIPMENT), EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, ARISING OUT OF (i) THE PERFORMANCE OR NON-PERFORMANCE OF THIS AGREEMENT, OR THE PLATFORM, OR (ii) ANY CLAIM, CAUSE OF ACTION, BREACH OF CONTRACT OR ANY EXPRESS OR IMPLIED WARRANTY, UNDER THIS AGREEMENT OR OTHERWISE, MISREPRESENTATION, NEGLIGENCE, STRICT LIABILITY, OR OTHER TORT.

11.2 Limitation of Liability. Quasr's aggregate liability arising out of this Agreement will in no event exceed (i) with respect to any Resale Sales Order, the fees paid by Partner to Quasr under the Reseller Sales Order to which the action or claim directly relates during the twelve (12)-month period immediately preceding Partner's first assertion of such claim or action, or (ii) with respect to any Referral Sales Order, the Referral Fees payable by Quasr to Partner for such Referral Sales Order, in each case regardless of whether any action or claim is based in contract, misrepresentation, warranty, indemnity, negligence, strict liability or other tort or otherwise.

11.3 Allocation of Risk. The provisions of this article 11 allocate the risks under this Agreement between Quasr and Partner. Partner acknowledges and agrees that Quasr's pricing is predicated on the allocation of risk and the limitations of liability specified in this Agreement, and that in the absence of such limitations, the economic terms of this Agreement would be substantially different.

12. CONFIDENTIALITY

12.1 Confidential Information. "Confidential Information" means all information transmitted by either Party to the other pursuant to or in connection with this Agreement that the disclosing Party identifies as being proprietary or confidential or that, by the nature of the circumstances surrounding the disclosure, ought in good faith to be treated as proprietary or confidential. The receiving Party will protect the disclosing Party's Confidential Information using the same degree of care it uses to protect its own Confidential Information, and in no event less than a reasonable standard of care. The receiving Party will not disclose the disclosing Party's Confidential Information to any third party without the disclosing Party's prior written consent. The receiving Party will make no use of such Confidential Information except under the terms and during the term of this Agreement. Quasr's Confidential Information includes information regarding products, pre-release products, software, services, pricing, marketing and business plans and financial information. Quasr and Customer will treat the terms and conditions of this Agreement as confidential; however, either Party may disclose such information in confidence to its immediate legal and financial consultants as required in the ordinary course of that Party's business. Each Party may disclose the Confidential Information of the other Party to Prospects and Customers, to the extent necessary for the performance of their obligations or exercise of their rights under this Agreement, provided that the disclosing Party imposes obligations of confidence and restrictions on use on the Prospect or Customer that are substantially no less protective of Confidential Information than those of this Agreement.

12.2 Exclusions. Confidential Information will not include information that the receiving Party can establish: (a) has entered the public domain without the receiving Party's breach of any obligation owed to the disclosing Party; (b) is rightfully received by the receiving Party from a third Party without confidentiality restrictions; (c) is known to the receiving Party without any restriction as to use or disclosure prior to first receipt by the receiving Party from the disclosing Party hereunder; or (d) is independently developed by the receiving Party.

12.3 Independent Development. The terms of confidentiality under this Agreement will not limit either Party's right to independently develop or acquire products or without use of the other Party's Confidential Information.

12.4. Disclosure Required By Law. If any applicable law, regulation or judicial or administrative order requires the receiving Party to disclose any of the disclosing Party's Confidential Information or Personally Identifiable Information (a "Disclosure Order") then, unless otherwise required by the Disclosure Order, the receiving Party will promptly notify the disclosing Party in writing prior to making any such disclosure, in order to facilitate the disclosing Party's efforts to protect its Confidential Information or Personally Identifiable Information. Following such notification, the receiving Party will cooperate with the disclosing Party, at the disclosing Party's reasonable expense, in seeking and obtaining protection for the disclosing Party's Confidential Information or Personally Identifiable Information.

13. TERM AND TERMINATION

13.1 Term. The Term will commence as of the Effective Date and will remain in effect for two (2) years, unless terminated earlier upon mutual written agreement of the Parties or as otherwise described in this article 13. The Term will be subject to automatic renewal from year to year thereafter, unless and until terminated by either Party in accordance with this article 13.

13.2 Termination on Breach. In the event of a material breach of this Agreement by either Party where no other remedy is specified, the non-breaching Party may terminate the Term by giving the breaching Party written notice of the breach and the non-breaching Party's intention to terminate the Term (a "**Termination Notice**"). If the breach has not been cured within the period ending thirty (30) calendar days after such notice then the Term will terminate within the time period specified in the Termination Notice. Without limiting the generality of the foregoing, Partner's failure to pay any fees and expenses within fifteen (15) calendar days of receipt of a written notice of late payment will constitute a material breach of this Agreement.

13.3 Termination For Convenience. Either Party may terminate this Agreement without cause upon not less than ninety (90) calendar days prior written notice to the other.

13.4 No Other Rights upon Termination. Partner will not be entitled to (a) any compensation, damages or payments of any kind on account of any loss by Partner or any third party of present or prospective profits, anticipated sales or goodwill attributable to any termination of the Term or of this Agreement, or (b) any reimbursement in any amount for any training, advertising, market development, investments, leases or other costs expended by either Party prior to such termination, regardless of the reason for or method of the termination. Partner hereby waives its rights under applicable laws, rules and regulations to any such compensation, damages, payments or reimbursement. Partner acknowledges that such waiver is a material inducement for Quasr to enter into this Agreement.

13.5 Effect of Expiration or Termination of the Term. The licenses granted under this Agreement will terminate upon expiration or termination of the Term; provided, however, that licenses granted to Customers will survive in accordance with the terms of the applicable Customer Agreement. No expiration or termination of this Agreement will relieve Partner of its obligation to pay any amounts accruing under this Agreement prior to such expiration or termination, as well as any interest thereon to the extent such amounts are paid after the date they became due under to this Agreement.

13.6 Partner's Duties upon Expiration or Termination. Upon any expiration or termination of the Term, Partner will immediately (a) refrain from representing itself as an authorized Partner of Quasr; (b) discontinue its use of the Trademarks; and (c) return to Quasr all Marketing Collateral, Documentation and any other advertising matter, printed materials or documentation in its possession or under its control which contain or bear any of the Trademarks.

13.7 Fulfillment of Obligations on Termination. No termination or expiration of this Agreement or any Reseller Sales Order will relieve Partner of its obligations to pay any Fees or other amounts accruing under this Agreement or the Reseller Sales Order prior to termination or expiration.

13.8 Survival of Specific Provisions. Sections 2.3, 2.4, 2.5, 4.2, 5, 7.3-7.5, 7.7, 9-12, 13.4-13.8 and 15 will survive any expiration or termination of this Agreement.

14. COMPLIANCE WITH LAWS

Partner will at all times comply with all applicable laws and regulations (including export control laws and regulations) relating to its performance of its obligations and exercise of its rights under and in connection with this Agreement and avoid deceptive, misleading or unethical practices.

15. GENERAL PROVISIONS

15.1. Assignment. Partner may not assign any of its rights or obligations under this Agreement (whether voluntarily or by operation of law) without Quasr's prior written consent. Subject to the foregoing, the rights and obligations of the parties under this Agreement will be binding upon and inure to the benefit of their successors and permitted assigns. Any assignment not in accordance with this Agreement will be void.

15.2 Independent Contractors. It is expressly agreed that the relationship between Quasr and Partner is that of independent contractors. Under no circumstances will the relationship between the parties be construed to constitute a partnership, joint venture, franchise or agency of any kind.

15.3 Waivers. Except as expressly specified in this Agreement, the waiver from time to time by either of the parties of any of their rights or their failure to exercise any remedy will not operate or be construed as a continuing waiver of the same rights or remedies or of any other of such Party's rights or remedies provided in this Agreement.

15.4 Notices. Any notices or communications provided for in this Agreement to be made by either of the Parties to the other will be in writing and delivered personally or by overnight delivery service to the relevant Party's address specified at the beginning of this Agreement. Either Party may by written notice modify or change the address to which future notices and communications to such Party will be directed. Notices will be effective upon receipt.

15.5 Severability. If any provision of this Agreement is held to be invalid, such invalidity will not render invalid the remainder of this Agreement or the remainder of which such invalid provision is a part. If any provision of this Agreement is so broad as to be held unenforceable, such provision will be interpreted to be only so broad as is enforceable.

15.6 Force Majeure. If the performance of this Agreement is adversely restricted or if either Party is unable to conform to any warranty by reason of any circumstances beyond the reasonable control and without the fault or negligence of the Party affected then, except with respect to obligations to pay Fees, the Party affected, upon giving prompt written notice to the other Party, will be excused from such performance on a day-to-day basis to the extent of such restriction (and the other Party will likewise be excused from performance of its obligations on a day-to-day basis to the extent such Party's obligations relate to the performance so restricted); provided, however, that the Party so affected will use all commercially reasonable efforts to avoid or remove such causes of non-performance and both parties will proceed whenever such causes are removed or cease.

15.7 Entire Agreement; Amendments. This Agreement constitutes and embodies the entire agreement and understanding between the parties with respect to the subject matter hereof and supersedes all prior or contemporaneous written, electronic or oral communications, representations, agreements or understandings between the parties with respect thereto. This Agreement may not be modified or amended except by a written instrument executed by both parties. In the event of any conflict between the terms of this Partner Agreement, any exhibit, and any (click-through or executed) Master Services Agreements then, as between Partner and Quasr, the following order of precedence will apply, except to the extent expressly specified otherwise in the applicable

exhibit: (a) this Agreement, (b) the applicable exhibit, and (c) the (click-through or executed) Master Services Agreements.