



STONS PARTNER PROGRAM AGREEMENT

BY CLICKING THE "I ACCEPT" or "SUBMIT" BUTTON DISPLAYED AS PART OF THE SIGNUP PROCESS, YOU ACCEPT AND AGREE TO BE BOUND BY THE TERMS AND CONDITIONS IN THIS AGREEMENT, THE PROGRAM POLICIES, AND PROGRAM SITE, ALL OF WHICH ARE INCORPORATED INTO AND FORM PART OF THIS AGREEMENT (COLLECTIVELY, THE "AGREEMENT"). THE AGREEMENT SHALL GOVERN YOUR ENROLLMENT AND PARTICIPATION IN STONS'S PARTNER PROGRAM (THE "PROGRAM" AS FURTHER DEFINED BELOW). YOU ALSO REPRESENT THAT YOU HAVE READ AND UNDERSTAND ALL OF THE PROVISIONS OF THIS AGREEMENT. YOU MUST ACCEPT THIS AGREEMENT BEFORE YOU CAN PARTICIPATE IN THE PROGRAM.

IF YOU ARE ENTERING INTO THIS AGREEMENT ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, YOU REPRESENT THAT YOU HAVE THE AUTHORITY TO BIND SUCH ENTITY TO THIS AGREEMENT, IN WHICH CASE THE TERMS "YOU," OR "YOUR," SHALL REFER TO SUCH ENTITY. IF YOU DO NOT HAVE SUCH AUTHORITY, OR IF YOU DO NOT AGREE WITH THESE TERMS AND CONDITIONS, YOU MUST NOT SELECT THE "I ACCEPT" BUTTON AND MAY NOT ENROLL OR PARTICIPATE IN THE PROGRAM. THE "EFFECTIVE DATE" OF THIS AGREEMENT SHALL BE THE DATE OF YOUR ACCEPTANCE OF THE AGREEMENT YOU MAY NOT ACCEPT THIS AGREEMENT IF YOU ARE OUR DIRECT COMPETITOR, EXCEPT WITH OUR PRIOR WRITTEN CONSENT.

This Agreement was last updated on DEC 7, 2012.

1 Definitions

"**Close Family Member**" means the spouse, the individual's and the spouses' grandparents, parents, siblings, children, nieces, nephews, aunts, uncles, first cousins, the spouse of any of these people, or any other individuals who share the same household.

"**Net Revenue**" means, with respect to a Qualified Purchase, the New Licenses fees owed by the referred customer by reason of such purchase (net of any discounts, taxes payable and subsequent refunds not due to incorrect invoicing or a contract breach by vendor). Net Revenue does not include fees for S&S, reinstatement, support, implementation, customization, training, consulting or other professional services, or fees for third-party products or services.

"**Government Official**" means anyone that is, works for, or on the behalf of a:

- national, regional, municipal, or local government;
- department, agency, subsidiary, or branch of a national, regional, municipal, or local government;
- government-owned or government-controlled company (for example, a state-owned oil company, bank, airline, hospital, university, etc.);
- subsidiary of a government-owned or government-controlled company;
- public international organization (for example, the International Monetary Fund, the United Nations, the World Bank, the World Trade Organization, etc.);
- member of a royal family; or
- political party, political party official, or candidate for political office.

"**Membership Qualifications**" means the requirements applicable to the designated Program Level of partnership in a Program Type.

"**Order Form**" means the ordering documents applicable to certain Program Benefits, including addenda to such ordering documents, that are entered into between You and Us under this Agreement from time to time. Order Forms shall be deemed incorporated herein by reference.



"**Opportunity**" means, in Our reasonable determination: (i) a referral of a new End User customer of Ours, or a new subsidiary, division or other distinct business unit of a pre-existing End User customer of Ours; provided, that the order must be executed within 6 months of the referral, and the Opportunity cannot be (a) an existing opportunity of Ours then currently, or during the prior sixty (60) days, in Our active sales process, or (b) Your affiliate which controls, is controlled by, or is under common control with, You. For clarity, an Opportunity does not include any purchase made by You on behalf of an End User.

"**Partner Lead Form**" means the web form You must complete before enrolling into the Partner Program, available at <http://www.stons.biz/partners/>. Such web form requires You to indicate, among other things, the Program Type it wishes to be in enrolled in and other relevant information regarding Your company.

"**Partner User**" shall mean Your employee (or contractor that has signed a nondisclosure agreement protecting the rights of third parties including Our rights hereunder) who is authorized by You to use the Partner Portal or the Services and who has been supplied user identifications and passwords by You (or by Us at Your request).

"**Program**" means, collectively, the Program Types and Program Levels identified in the Program Policies.

"**Program Benefits**" means the materials and/or services that may be provided to You under this Agreement, depending on your Program Type and Program Level, some of which may be subject to Your payment of additional fees.

"**Program Level**" means the level of Your participation in a Program Type. As of the most recent update of this Agreement, there are three program levels: (i) "referral" member level (requires enrollment only) (ii) "Teaming" partner level, and (iii) premier partner level. The teaming and premier partner levels have additional Membership Qualifications. Program Levels and Membership Qualifications are described more fully in the Program Policies and are subject to change from time to time.

"**Program Policies**" means the aggregate of policies and documentation describing the Program, Program Types, Program Benefits, and other policies governing your participation in the Program, as set forth in this Agreement and on the Program Site.

"**Program Site**" means the Program website located at <http://www.stons.biz/partners/>.

"**Program Type**" means a sub-category of the Program that has a particular scope and particular set of Program Benefits, as set forth in this Agreement and the Program Policies. Program Types may have multiple Program Levels.

"**Qualified Purchase**" means, in STONS' reasonable determination, a purchase of minimum US\$5000 or more of eligible Passport Advantage new licenses that is fully executed and closed within six months of the corresponding Opportunity referral.



"We," "Us" or "Our" means the STONS company described in Section 21 (Who You Are Contracting With, Notices, Governing Law and Jurisdiction).

"You" or "Your" means the company or other legal entity for which you are accepting this Agreement.

2 Program Overview

2.1 Enrollment.

Your enrollment in the Program requires your acceptance of this Agreement together with a completed Partner Lead Form prepared and submitted by You to Us. Upon Your submission of such Partner Lead Form, Your acceptance of this Agreement, and Our acceptance of Your Partner Lead Form, You will be enrolled in the registered Program Level of the Program Type for which you indicated your interest in the Partner Lead Form.

2.2 Membership Qualifications and Program Benefits.

By enrolling in the Program You certify that You meet the Membership Qualifications for the registered Program Level of the Program Type you requested to be enrolled in on the Partner Lead Form as such requirements are described in the Program Policies. You further represent that you will continue to meet and comply with such requirements for the duration of your enrollment therein. Upon written notification, We may elect to elevate you to another Program Level within Your Program Type if We determine you meet the applicable Membership Qualifications. Notwithstanding anything to the contrary in this Agreement, if at any time We determine you are enrolled into a Program Type and/or Program Level for which You do not meet the Membership Qualifications, We may, at our sole discretion, reclassify your membership to a Program Type and Program Level which you do qualify for, effective immediately upon Our written notification to you of such reclassification. You also agree to notify Us in writing in the event you no longer meet the Membership Qualifications for a Program Type or Program Level designation in which you are enrolled.

The Program Policies, including Program Benefits and Membership Qualifications described therein, are subject to change in Our sole discretion; however, Program Benefits will not be materially decreased, and Membership Qualifications shall not be materially altered, for You during a term for which You have paid fees for the applicable Program Type. You are responsible for reviewing the Program Policies regularly.

2.3 Fees.

There are currently no fees required for your enrollment into the Program, however, certain Program Levels and Program Benefits may be subject to fees as described in the Program Policies. Some of the Program Benefits subject to fees may require the execution of an Order Form. Your continued membership in the Program is at all times subject to Your timely payment of any applicable fees for Your Program Type and Program Level. Fees are payable annually in advance, within 30 days of the invoice date, unless stated otherwise in the Program Policies. Fees are subject to change at Our discretion. Payment obligations are non-cancelable and fees paid are non-refundable.

2.4 Partner Subsidiaries.

Each wholly and majority owned subsidiary that desires to be included as a member in the Program must complete its own Partner Lead Form for membership and separately agree to this Agreement.

2.5 Opt-in to Marketing.

Your participation in the Program will serve as an opt-in to receive Our marketing communications that We may deem relevant to Our partners. You will be presumed to have provided appropriate notices and have obtained appropriate consents, if required, from any persons or Partner Users who are signed up to the Program on your behalf. You may elect to opt-out from receiving Our marketing materials by contacting Us directly.

3 Referral Payments

Following your enrollment into the Program, We will pay you a referral fee for each Opportunity you submit to Us that results in a Qualified Purchase.



3.1 Referral Fees.

Unless otherwise specified in the Program Policies for Your Program Type, for each Opportunity that you submit to Us that results in a Qualified Purchase, We will pay you a referral fee, in an amount as specified in the Program Policies as applicable to your Program Type, Program Level and location based upon the First Year Net Revenue associated with such Qualified Purchase.

3.2 Payments.

We will be solely responsible for billing customers of the Services and collecting payment. We will pay fees owed to You for any Qualified Purchase in the applicable manner set forth in the Program Policies. We will provide a summary report with each payment showing how the payment was calculated. If either party determines an error was made in the calculation of payment, each party agrees to work diligently and in good faith to resolve the error and to ensure proper payment is made. If for any reason a payment is made to You in error, or in the event a referred customer fails to make a required payment of license fees to Us for a Qualified Purchase within 60 days after the payment due date, or if the applicable customer agreement is terminated before the expiration of its stated term, We shall be entitled to a refund of the corresponding payments made to You. We may, in Our sole discretion, offset such refundable amounts against fees owed to You by Us hereunder, or invoice You for such refundable amounts. Any such invoiced amounts are due and payable by You within 30 days after the invoice date. If you refund fees to Us because of a referred customer's nonpayment, and We later collects the corresponding fees from such customer, We will repay You the applicable fee for such Qualified Purchase less a deduction to cover one-half of Our collection and administrative costs, such deduction not to exceed one-half of the fee to which you would otherwise have been entitled. Our right to a refund with respect to any Qualified Purchase shall expire 90 days after the one-year anniversary of the initial payment due date of that Qualified Purchase. Any payments made to You under this Agreement will be made only by check mailed to Your address as noted in this Agreement or by bank transfer to Your bank account in the country of that address. Checks and wire transfers will be made only in the name as listed in this Agreement. Any other payment arrangements must be pre-approved by Our Legal Department.

3.3 Opportunity Submission.

Upon Your enrollment into the Program, You will receive via email a link and log-in credentials (i.e. username and password) to the Partner Portal, which shall include access to online deal registration for the purpose of submitting an Opportunity. You must complete and submit deal (lead) registrations via the Partner Portal for each sales Opportunity. We will then qualify the Opportunity and notify You via email of the approval or rejection of such Opportunity. If the parties exchange information regarding Opportunities through the Partner Portal, both parties agree to use the information therein solely for purposes related to this Agreement. In submitting personal data regarding an opportunity, You are responsible for complying with all applicable laws governing Your collection, storage, processing, use and transfer of such information. You authorize Us to process such data as reasonably required to exercise Our rights and perform Our obligations under this Agreement. We will process and use personal data in accordance with the instructions received from You, and will not process or use such data in a manner different from that necessary to carry out Our obligations under this Agreement, provided however, that We may be required to provide personally identifiable information to third parties to comply with legally mandated reporting, disclosure, or other legal process requirements. As the data provider, You warrant that You have provided all appropriate notices to the data subjects and have obtained all appropriate consents to transfer the data to Us and allow its processing according to the terms of this Agreement.

3.4 Exclusions from Payment Obligations.

Notwithstanding any other provisions of this Agreement, You will not be entitled to referral fees or any other compensation on any sale if (a) such compensation is disallowed or limited by federal, state or local law or regulation in the United States or the laws or regulations of Your jurisdiction; (b) the applicable End User customer prohibits the inclusion of such compensation in the price of the contract or excludes such compensation from its payments to Us; or (c) the End User customer has paid or will pay such commissions, referral fees, or other compensation directly to You.

4 Compliance with Applicable Laws

4.1 Your Compliance with Applicable Laws.

You shall comply, and shall ensure that any third parties performing sales or referral activities on Your behalf comply, with all applicable foreign and domestic laws, governmental regulations, ordinances, and judicial administrative orders, including, but not limited to, the United States Foreign Corrupt



Practices Act, 15 U.S.C. § 78dd-1, et seq. (the "FCPA") and applicable export control laws or regulations (collectively "Applicable Laws") and shall not engage in any deceptive, misleading, illegal or unethical marketing activities, or activities that otherwise may be detrimental to Us, Our customers, the Services, or to the public. You represent and warrant that Your sales activities and receipt of any referral fees under this Agreement are consistent with Applicable Laws. You shall promptly inform Us in writing upon becoming aware of any violations of Applicable Laws in connection with this Agreement.

Without limiting the generality of Your obligations under this Agreement, You hereby represent and warrant that, with respect to Your submission of Opportunities for payment by Us, and/or in the performance of any of Your other activities hereunder:

(a) No portion of any fees paid or payable by Us to You hereunder will be paid to, or accrued directly or indirectly for the benefit of, any person, firm, corporation or other entity, other than You. (b) You have not, and will not at any time, directly or indirectly, pay, offer, give or promise to pay or give, or authorize the payment of, any monies or any other thing of value to: (i) any officer or employee of any government, or any department, agency or instrumentality thereof; (ii) any other person acting in an official capacity for or on behalf of any government, or any department, agency or instrumentality thereof; (iii) any political party or any official or employee thereof; (iv) any candidate for political office; (v) any other person, firm, corporation or other entity at the suggestion, request or direction of, or for the benefit of, any government officer or employee, political party or official or employee thereof, or candidate for political office; or (vi) any other person, firm, corporation or other entity with knowledge that some or all of those monies or other thing of value will be paid over to any officer or employee of any government department, agency or instrumentality, political party or officer or employee thereof, or candidate for political office. It is the intent of the parties that no payments or transfers of anything of value shall be made which have the purpose or effect of public or commercial bribery, acceptance of or acquiescence in extortion, kickbacks, or other unlawful or improper means of obtaining business or any improper advantage.

4.2 Disclosure of Third Parties.

To enable Us to comply with Applicable Laws, You must notify Our Legal Department in advance if You plan to use any third party subcontractor, consultant, agent, or other intermediary to assist You in selling Our products and services under this Agreement, We will have the authority to accept or reject any proposed third party.

4.3 No Affiliation with Government Officials - Disclosure Obligation.

To the extent any director, employee, direct or indirect owner, representative, consultant or agent who is or will be involved in Your sales or referral activities for Us, is a Government Official or a Close Family Member of a Government Official, You have disclosed such fact in writing to Our Legal Department and received acknowledgement by Our Legal Department of such disclosure. In the event that during the term of this Agreement there is a change in the information contained in this paragraph, You agree to make immediate disclosure to Our Legal Department. If, in Our opinion, such changes create a heightened risk of noncompliance with Applicable Laws, such changes may constitute grounds for Our termination of this Agreement. If Your director, employee, direct or indirect owner, representative, consultant, or agent is a Government Official, then You shall immediately disclose such fact to Our Legal Department. You shall cooperate reasonably with any requests by Us for further information regarding such relationship.

4.4 Disclosure of Contact or Communication with Government-Owned Companies, Government-Controlled Companies, or Government Officials.

If You contact or communicate with any government-owned company, government-controlled company, or Government Official on Our behalf, You shall so notify Our Legal Department as soon as practicable. If You intend or propose to, or do, contact or communicate with any government-owned company, government-controlled company, or Government Official on Our behalf, You may be subject to additional questions, training, and due diligence, as determined by Us.

4.5 Export Restrictions.

The Application and any related products or services may be subject to international rules that govern the export and re-export of software. You shall comply with all applicable international and domestic export and re-export laws that apply to the Application and, any related products or services, as well as end-user, end-use and destination restrictions issued by national governments. The Application is subject to the Export Administration Regulations ("EAR") and thus may not be exported, re-exported, or downloaded by any person in any controlled countries under the EAR, which currently include Iran, North Korea, Cuba, Syria and Sudan. Moreover, the Application may not be exported, re-exported, or



downloaded by any person or entity subject to U.S. or international sanctions regardless of location. See <http://www.bis.doc.gov/ComplianceAndEnforcement/ListsToCheck.htm> for lists that should be checked before engaging in discussions with a potential customer. You agree that these export control laws govern use of the Application and that no data, information, software program and/or materials resulting from the Application or its related products or services, will be exported, directly or indirectly, in violation of these laws.

4.6 Periodic Certification and Agreement to Report Violations.

You agree that You will periodically, at Our request, certify that You have not, and to Your knowledge no other person, including but not limited to every owner, director, employee, representative and agent of You has made, offered to make, agreed to make, or authorized any payment, loan, donation or gift of money or anything else of value, directly or indirectly, to or for the benefit of any Government Official, to obtain or retain business, or secure any improper advantage. You further agree that should You learn of information regarding any such payment or offer in connection with Our business, You will immediately advise Our Legal Department of such knowledge or suspicion.

4.7 Our Compliance.

We shall comply with all Applicable Laws in performing Our obligations hereunder.

5 Services, Compliance and Technical Training

Your sales representatives generating leads for the Services must be reasonably capable of effectively delivering Our value proposition and must be generally knowledgeable about the products . If applicable to Your Program Type We may offer You Services and/or technical training for free or for an additional fee as described in the Program Policies. You agree that Your sales representatives and other personnel to the extent engaged in marketing and generating leads for the Services will use reasonable efforts to participate in the basic online training offered for free by Us to Our partners generally.

You agree to use reasonable efforts to advise Us of any demonstrations required to market the products to prospective customers.

You agree that You, Your sales representatives, and anyone working on Our behalf may be subject to compliance training as determined by Us. Failure to agree to compliance training programs may result in a termination of this Agreement.

6 Registering Self as a lead

No payment will be done if the referral partner and the referred customer are the same entity (or has business relationship like employer and employee , affiliates , same owner).



- 7 Governments entities are not part of the program (either partners or customers)**

- 8 NA**

- 9 No payment will be done unless the referral partner has received a written approval via email that confirms that the referral partner is the source lead.**

- 10 No payment will be done unless a firm invoice is issued by the referral partner following STONS approval & instructions.**

11 Restrictions

11.1 Additional Restrictions.

In addition to any other restrictions set forth in this Agreement, Your use of any Program Benefits, including Our Property provided to You hereunder, is further subject to the restrictions set forth below,

You may not:

- Remove or modify any program markings or any notice of Our or Our licensors' proprietary rights;
- Make the Services, any materials delivered hereunder, or any materials resulting from the services available in any manner to any third party for use in the third party's business operations, other than as expressly permitted herein or in the Program Policies for your Program Type;
- Use Our Property in a manner that misrepresents your relationship with Us or is otherwise misleading or that reflects negatively on Us;
- Use or duplicate Our Property provided to you for any purpose other than as specified herein, or in the Program Policies or make Our Property available to unauthorized third parties; or
- Use Our Property for your own internal business operations, or use or make Our Property available in any manner to any third party for use in the third party's business operations or for any other commercial or production use, other than as expressly permitted herein or in the Program Policies applicable to your Program Type and Program Level.
- Create any content or otherwise transmit any information or material that: (1) is false or misleading; (2) is harassing or invades another's privacy, harms minors in any way, or promotes bigotry, racism, hatred or harm against any group; (3) is obscene; (4) infringes another's rights, including but not limited to intellectual property rights; (5) constitutes unsolicited commercial email or "spam"; or (6) violates any applicable laws or regulations. You, and not Us, are responsible for all content and other materials that you upload, post, email or otherwise transmit in using Our Property

12 Warranties; Disclaimers and Remedies

WE DISCLAIM ALL REPRESENTATIONS AND WARRANTIES REGARDING THE SERVICES , PRODUCTS AND PARTNER PORTAL, WHETHER EXPRESS, IMPLIED OR STATUTORY, ORAL OR IN WRITING, ARISING UNDER ANY LAW, INCLUDING WITH RESPECT TO VALIDITY, NON-INTERRUPTION, ERROR-FREE OPERATION, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. IN NO EVENT WILL WE BE LIABLE TO YOU OR TO ANY OTHER INDIVIDUAL OR



ENTITY AFFILIATED WITH YOU FOR ANY CLAIM, LOSS OR DAMAGE ARISING OUT OF THE OPERATION OR AVAILABILITY OF THE SERVICES.

WE FURTHER DISCLAIM ALL REPRESENTATIONS AND WARRANTIES, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, RELATING TO THE MARKETING SERVICES, PROGRAM BENEFITS, OR THIRD PARTY SERVICES AND PRODUCTS, INCLUDING WITH RESPECT TO THE PERFORMANCE, FUNCTIONALITY, QUALITY, BENEFITS OR AVAILABILITY OF ALL OF THE FOREGOING.

13 Relationship of the Parties

This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary or employment relationship between You and Us, notwithstanding the term "partner". Nothing on any purchase order or preprinted form shall add to or vary the terms of this Agreement. Neither party will represent that it has any authority to assume or create any obligation, express or implied, on behalf of the other party, nor to represent the other party as agent, employee, franchisee, or in any other capacity. There are no third-party beneficiaries to this Agreement. You shall not make any proposals, promises, warranties, guarantees, or representations on Our behalf or in Our name.

14 Term, Termination & Renewal

14.1 Term.

This Agreement shall remain in effect for 1 year from the date of Your acceptance of this Agreement ("Effective Date"). On the one-year anniversary of the Effective Date, and each one-year anniversary of such date thereafter, this Agreement shall automatically renew, subject to any applicable fees in effect at such time, unless either party gives the other party written notice at least 30 days prior to the renewal date of its intent not to renew the term.

14.2 Termination for Cause.

Either party may immediately terminate this Agreement upon written notice to the other party if (a) the other party becomes the subject of a petition in bankruptcy or other proceeding relating to insolvency, or makes an assignment for the benefit of creditors, (b) the other party is acquired by or becomes the terminating party's competitor, (c) the other party breaches its confidentiality obligations under this Agreement or infringes or misappropriates the terminating party's intellectual property rights, (d) it determines, based on one or more customer or prospect complaints, that the other party's actions or statements creates a significant risk of harm to the terminating party's reputation or customer relationships, (e) the other party has committed fraud or misrepresentation with respect to entering into and/or the performance of this Agreement, (f) a party learns of circumstances that give it reason to believe that the other party has engaged in illegal conduct or unethical business practices in connection with performance of this Agreement; (g) the other party, or any of its owners or employees responsible for providing services under this Agreement have become the target of an investigation or prosecution by any governmental authority for alleged corruption, or (h) the other party has violated Section 4 herein ("Compliance with Applicable Laws"). Subject to the foregoing, either party may terminate this Agreement upon 30 days' written notice to the other party of such other party's material breach if the breach is not cured during that period. We may suspend your Program Type Program Benefits during any period in which you are in breach of the Agreement. Termination of this Agreement for cause shall be in addition to, and not in lieu of either party's other legal rights and remedies.

14.3 Termination for Convenience.

Either Party may terminate this Agreement for convenience upon 30 days' written notice to the other party, provided that We may not terminate for convenience with respect to a term for which You have already paid any applicable fees.

14.4 Effect of Termination.

Upon termination or expiration of this Agreement, You shall cease to be a member of the Program and all of Your rights to receive the Program Benefits detailed in this Agreement and the Program Policies and to use Our Property shall cease.

Provisions that survive termination or expiration include those relating to limitation of liability, payment, and others which by their nature are intended to survive.



15 Confidentiality

15.1 Definition of Confidential Information.

As used herein, "Confidential Information" means all confidential information disclosed by a party ("Disclosing Party") to the other party ("Receiving Party"), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure.. However, Confidential Information (except for Our Customer Data) shall not include any information that (i) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party, (ii) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party, (iii) is received from a third party without breach of any obligation owed to the Disclosing Party, or (iv) was independently developed by the Receiving Party without breach of an obligations owed to the Disclosing Party.

15.2 Protection of Confidential Information.

Except as otherwise permitted in writing by the Disclosing Party, (i) the Receiving Party shall use the same degree of care that it uses to protect the confidentiality of its own confidential information of like kind (but in no event less than reasonable care) not to disclose or use any Confidential Information of the Disclosing Party for any purpose outside the scope of this Agreement, and (ii) the Receiving Party shall limit access to Confidential Information of the Disclosing Party to those of its employees, contractors and agents who need such access for purposes consistent with this Agreement and who have signed confidentiality agreements with the Receiving Party containing protections no less stringent than those herein.

15.3 Compelled Disclosure.

The Receiving Party may disclose Confidential Information of the Disclosing Party if it is compelled by law to do so, provided the Receiving Party gives the Disclosing Party prior notice of such compelled disclosure (to the extent legally permitted) and reasonable assistance, at the Disclosing Party's cost, if the Disclosing Party wishes to contest the disclosure. If the Receiving Party is compelled by law to disclose the Disclosing Party's Confidential Information as part of a civil proceeding to which the Disclosing Party is a party, and the Disclosing Party is not contesting the disclosure, the Disclosing Party will reimburse the Receiving Party for its reasonable cost of compiling and providing secure access to such Confidential Information.

16 LIMITATION OF LIABILITY

NEITHER PARTY SHALL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, OR ANY LOSS OF PROFITS, REVENUE, DATA, OR DATA USE, EVEN IF SUCH PARTY HAS BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGES. OUR MAXIMUM LIABILITY FOR ANY DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER IN CONTRACT OR TORT, OR OTHERWISE, SHALL BE LIMITED TO THE APPLICABLE FEES YOU PAID US UNDER THIS AGREEMENT FOR THE YEAR DURING WHICH A CLAIM IS MADE. NOTWITHSTANDING THE FOREGOING, THE ABOVE LIMITATIONS ON LIABILITY SHALL NOT APPLY TO EITHER PARTY'S INDEMNIFICATION OBLIGATIONS UNDER SECTION 16 HEREUNDER.

17 INDEMNIFICATION

17.1 Indemnification by Us.

We shall defend, indemnify and hold you harmless against any loss, damage or costs (including reasonable attorneys' fees) incurred in connection with claims, demands, suits, or proceedings ("Claims") made or brought against you by a third party alleging that the use of the Services, infringes, misappropriates or violates any intellectual property rights of a third party; provided, that You (a) promptly give written notice of the Claim to Us; (b) give Us sole control of the defense and settlement of the Claim (provided that We may not settle or defend any Claim unless it unconditionally releases you of all liability); and (c) provide to Us, at Our cost, all reasonable assistance.



17.2 Indemnification by You.

Subject to this Agreement, You shall defend, indemnify and hold Us harmless against any loss, damage or costs (including reasonable attorneys' fees) incurred in connection with Claims made or brought against Us by a third party alleging (i) that any data entered by you into the Services or Partner Portal, or your use of the Services or Partner Portal in violation of this Agreement, or your products or services, including Your Consulting Services infringes, misappropriates or violates any intellectual property rights of, or has otherwise violated applicable law with respect to, a third party, (ii) Your breach of any representation, warranty, or agreement relating to Your products and services, including Your Consulting Services ; (iii) Your breach of Section 8 [Our Customer Data and Your customer Configuration/Usage Data] of Addendum A attached hereto, and (iv) Your breach of this Agreement; provided, that We (a) promptly give You written notice of the Claim; (b) give You sole control of the defense and settlement of the Claim (provided that You may not settle or defend any Claim unless it unconditionally releases Us of all liability); and (c) provide to You, at Your cost, all reasonable assistance. You shall indemnify and hold Us and Our directors, employees, agents, and consultants harmless for any damages, losses or costs, including but not limited to attorney fees, fines, or other costs, such as costs related to the defense of any proceeding that is terminated by settlement, judgment, order or conviction, or upon a plea of nolo contendere or its equivalent, arising from or in connection with any inaccurate or misleading representations, warranties and covenants in Section 4 -Compliance with Applicable Laws of this Agreement. Such obligation shall continue after the expiration or termination of this Agreement.

18 Cooperation on Disputes

You shall cooperate with Us in regard to any inquiry, dispute or controversy in which We may become involved and of which You may have knowledge. Such cooperation shall include disclosure of relevant documents and financial information, and interviews of Your personnel. Such obligation shall continue after the expiration or termination of this Agreement.

19 Audit Rights

We shall be allowed reasonable access to Your books, records and other documentation related to this Agreement or Your work with Us, and shall have the right to audit You on a periodic basis.

20 Entire Agreement

You agree that this Agreement and the information which is incorporated into this Agreement by written reference (including reference to information contained in an URL or referenced policy herein), together with any applicable additional written terms posted on the Program Site related to Our Property or any applicable Order Form for the purchase of certain Program Benefits, or addendum attached hereto, constitutes the complete Agreement between the parties governing your membership in the Program and this Agreement shall supersede all prior or contemporaneous Agreements or representations, written or oral, regarding the subject matter herein and your membership in the Program. If any term of this Agreement is found to be invalid or unenforceable, the remaining provisions will remain effective. To the extent of any conflict or inconsistency between the provisions in the body of this Agreement and any addendum or exhibit hereto, the terms of such addendum or exhibit shall prevail. To the extent of any conflict or inconsistency between the provisions in the body of this Agreement and any Order Form, the terms of the Order Form shall prevail only with respect to payment terms, pricing and Program Benefit specific terms. It is expressly agreed that the terms of the body of this Agreement and any Order Form or addendum hereto shall supersede the terms in any purchase order or other ordering document and no terms included in any such purchase order or other ordering document shall apply to the Program or to any products and/or services ordered. This Agreement and any Order Form You enter into with Us may not be modified and the rights and restrictions may not be altered or waived except in a writing signed or accepted online through the Program Site by authorized representatives of You and Us.

21 Assignment

Neither You nor We may assign any rights or obligations under this Agreement without the prior written consent of the other (not to be unreasonably withheld or delayed), provided either You or We may assign this Agreement without consent of the other in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of the assigning party's assets not involving



a direct competitor of the other party. Any purported assignment in violation of this section shall be void.

22 Who You Are Contracting With, Notices, Governing Law and Jurisdiction

22.1 General.

Who You are contracting with under this Agreement, who You should direct notices to under this Agreement, what law will apply in any lawsuit arising out of or in connection with this Agreement, and which courts can adjudicate any such lawsuit, depend on where You are domiciled.

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|---|---|--|---|
| You are contracting with: | Notices should be addressed to: | The governing law is: | The courts having exclusive jurisdiction are: |
| STONS inc., 3422 Old Capital Trail Pmb # 1935 Wilmington Delaware, 19808, U.S.A. | VP, Worldwide Sales Mailing address: STONS inc., 3422 Old Capital Trail Pmb # 1935 Wilmington Delaware, 19808, U.S.A. | Delaware and controlling United States federal law | 3422 Old Capital Trail Wilmington Delaware ,19808 U.S.A. |