



xSP TERMS AND CONDITIONS

THESE TERMS AND CONDITIONS (the "TERMS") entered between Bitdefender and MSP Resellers ("MSP") shall govern the business relationship between the Parties, and sets forth the terms on which MSP will sell Bitdefender products.

The Parties may enter into one or more Business Terms Sheets, which will be incorporated into this Agreement setting forth additional obligations between the Parties, provided such Business Terms Sheets specifically reference this Agreement and the Terms and Conditions. The Parties agree that this Agreement shall be void and of no force or effect if the Parties have not executed a Business Terms Sheet as of the date of execution of this Agreement. The Terms are incorporated by reference into, and are part of Agreement and together with any of Business Terms Sheet signed by the Parties constitute the xSP Reselling Agreement („Agreement”). For the avoidance of any doubt, the execution of the Business Terms Sheet referred to the Terms represent the entire Agreement between Parties.(“Agreement”).

For good and valuable consideration, the Parties agree as follows:

ART. 1 DEFINITIONS

Affiliate: means with respect to a given entity, any person or entity which, directly or indirectly, controls, is controlled by, or is under common control with, the given entity.

Business Terms Sheet: an annex to the Agreement, which is part of the Agreement and which will be subscribed by the Parties, and which will contain the business details of the resale.

Bitdefender License and Services Agreement for xSP Products (“LSA”): means the agreement between Bitdefender and each End User containing the terms of licensing the Products that accompanies any Product.

Distributor: means a distributor authorized by Bitdefender to sell the Products in the Territory.

Documentation means the documentation provided by Bitdefender, in electronic form which accompanies the Product.

End User: any person or entity that acquires a version of any Product for private internal use, and not for resale or distribution, for which MSP is providing managed services in accordance with an agreement.

Effective Date: as specified in the Business Terms Sheets, or, if not specified, the date on which the Agreement is signed by the last party to sign the Agreement.

Manufacturer Suggested Retail Price List (MSRP): Represents the price list for retail recommended by Bitdefender. The MSRP can be updated by Bitdefender and it will be sent by electronic means to the Partner. MSRP and all its modifications will be part of the Agreement. Bitdefender may change MSRP from time to time without notice.

Non Standard Price (“NSP”): a special End User price discounted from the MSRP, requested by Partner and approved in writing by Bitdefender or in PAN Portal.

Payment date: the date on which Bitdefender’s account is fed through a valid bank transfer and this is proved in no uncertain terms.

Partner Advantage Network Program (“PAN Program”): Bitdefender program for its partners (resellers or partners) containing program levels, benefits, requirements, policies and the resources that will be available to help resellers in their reselling process.

PAN Portal: the Bitdefender online platform dedicated to Partner Advantage Network Program for supporting the Bitdefender partners and resellers containing sales, marketing, technical support, trainings and certifications materials and documentation and other tools available to Bitdefender partners.

Product(s) or Bitdefender Products: The present Agreement refers to the Bitdefender Products (Bitdefender Cloud Security for MSP, Bitdefender Security for MSP-Kaseya, Bitdefender Security for AWS, Bitdefender Security for MSP-Labtech), as stated in BTS, which are issued to MSP for the End User’s use, with versions updated by Bitdefender within the license term. The Products’ features are stated in the Documentation. Product includes any of the Upgrades and Updates to that Product. If a Product is sold through a channel managed by Bitdefender or if the Product involves additional costs for Bitdefender, the resell conditions shall be agreed separately.

Order: the MSP’s request to Bitdefender, for delivery of Products.

Quarterly Targets: the quarterly net sales target value for the sold Products, as specified in the Business Terms Sheet

Territory: the geographic territory in which the Partner is entitled to sell the Product, as established in Business Terms Sheet. Partner shall have no right to directly or indirectly sell or market Products outside the Territory.

Updates: updates of the virus signature database, antispam database, firewall database and rule sets, product related updates (including product patches when available), made available by Bitdefender during the whole period of the license right of usage as described in the LSA, that accompanies each Product, and can be installed automatically (i.e. without user intervention).

Upgrades: any Product improvements delivered through automatic Update as part of continuous improvement of the functionalities of the Product, made available to MSP by Bitdefender at its sole discretion from time to time but excluding any software and/or updates marketed and licensed by Bitdefender as a new product or bundle where such new product or bundle is provided to for a separate fee.

xSP Reselling Agreement or Agreement: The present Terms including all Business Terms Sheets signed by the Parties and Exhibits



ART. 2 APPOINTMENT OF MSP

2.1 In consideration for receipt by Bitdefender of the fees due and subject to MSP meeting the obligations set forth in this Agreement, Bitdefender hereby grants to the MSP and MSP accepts, for the duration of the Term, a non-exclusive, non-transferable, limited right to exhibit, market, and sell in the Territory during the term of this Agreement the Products listed in BTS, to End Users, as part of the MSP's managed services in the terms and conditions established in the Agreement, on the MSP's server/computer system(s) or servers/computer systems controlled by MSP for access and use by no more than the End Users for which the MSP has paid. The MSP shall deploy, manage, monitor, support, promote and sell the Product as part of its managed services. The MSP shall not, nor shall it allow third parties to modify or attempt to, modify the Products. The Products cannot be offered outside of the MSP's service as a standalone offering.

2.2 The MSP shall be permitted to start the selling of the Products, only after his employees have been trained and they have obtained the necessary certification to sell and support these Products.

2.3 The Bitdefender Products cannot carry a distinctive selling price per product, to be visible to End User, but it will be included in the total price of the other product or services with whom they are bundled.

2.3 Bitdefender shall retain any and all intellectual property rights in the Bitdefender Products and any derivative works, feedback, translation of Bitdefender Products. Bitdefender is the sole party entitled to issue License Certificates (Serial Number) for Products or to grant access to the Bitdefender services. MSP hereby acknowledges and agrees that the rights, titles and interest in any modifications made by MSP to the Products, as provided herein, are retained by Bitdefender. This Agreement is personal to MSP and MSP agrees not to transfer, assign or provide any rights to the Products, service or the Documentation to any third party.

2.4 The MSP will not reproduce, copy, and duplicate the Product or trademarks owned by Bitdefender without the written consent of Bitdefender, except as necessary in the ordinary course of performing MSP's obligations under this Agreement. The MSP shall not reverse engineer, reverse compile or otherwise alter the Products.

2.5 The MSP buys and sells the Products in its own name and at its sole expense. MSP will act in the capacity of an independent contractor as against Bitdefender as well as against third parties and will not be considered as a Bitdefender's legal representative or agent for any purpose, and under no circumstances will MSP act in the name of or on the account of Bitdefender or sign contracts in the name of Bitdefender. The MSP is entitled to use the name "Bitdefender Authorized MSP Partner" for the Products mentioned in the Business Terms Sheet, but he is not entitled to use the name "the agent of Bitdefender", or the representative of Bitdefender in the Territory or any other terms that will indicate an agency relationship between the parties or any kind of representation of Bitdefender by the MSP in the Territory. MSP may only offer virus-scanning services using the Bitdefender Products with and as part of its managed service in the Territory.

2.6 The MSP is authorized to use Bitdefender Trademark in the conditions stated in the Bitdefender brand guidelines made available to MSP, only for sales of the Products, but it is not allowed to register any company or commercial name, trademark or domain names that consists of or contains the name "Bitdefender" or any similar name or other Bitdefender Trademarks. If this obligation is breached, Bitdefender will consider this a material breach and MSP shall immediately transfer or assign the rights to any such registration to Bitdefender and pay the damages caused to Bitdefender. The MSP will not reproduce, copy, and duplicate the Product or trademarks owned by Bitdefender without the written consent of Bitdefender, except as necessary in the ordinary course of performing's obligations under this Agreement. MSP hereby agrees not to remove any product identification, product branding, or notices of proprietary restrictions.

2.7 Bitdefender can authorize the MSP to reproduce all the materials and other advertising materials made available by Bitdefender to the MSP for sales of the Bitdefender Products, subject to the terms and conditions of the Agreement.

2.8. Notwithstanding anything to the contrary, no exclusivity rights shall apply for xSP Products. Nothing in this agreement specifies the fact that the MSP has been designated as a unique or exclusive reseller for the Products. Nothing in this Agreement can be interpreted that forbids Bitdefender the right of selling directly or indirectly the Bitdefender Products within the Territory.

ART. 3 FINANCIAL TERMS

3.1 MSP shall make payments to Bitdefender for the Products ordered in the payment terms set forth in the Business Terms Sheet, which is an integral part of this Agreement. Unless otherwise set forth herein, all payments shall be made in by wire transfer (with wire transfer fees to be paid by MSP) to the bank account specified on Bitdefender's invoice/pro forma invoice unless otherwise written agreed by Bitdefender in advance. If an invoice issued by Bitdefender is not disputed in 15 days upon receipt by MSP, this amount invoiced is considered as being final and duly payable by MSP.

3.2 Any NSP requests shall be prior approved by Bitdefender in the ordering system platform, based on mutual agreements to be reached case by case. MSP shall provide all information required by Bitdefender and lack of full information may cause a refusal of NSP. In case the NSP is approved by Bitdefender, the reselling margin mentioned in the Business Terms Sheet can be decreased by Bitdefender. In this case, also the resellers' margin can be affected and decreased, MSP having the obligation of notifying the resellers.



3.3 The MSP shall make orders within the credit limit established by Bitdefender. All Orders placed by MSP shall include the maximum amount of information that Bitdefender's ordering system requires. Bitdefender has the right to stop providing access to the Product to MSP if MSP has outstanding payment obligations for Bitdefender that are overdue with more than 14 days or if there are infringements of the license rights. In these cases, the MSP shall be the only responsible to the end-users. Also Bitdefender has the right to cancel all licenses delivered, not activated and not paid.

3.4 MSP shall be provided 30 (thirty) days' notice of any price change.

3.5 MSP shall have the sole right and discretion to establish the prices at which it offers and/or sells the Products to the End Users.

3.6 In the event of non-payment by MSP or Distributor, Bitdefender may suspend or terminate the provision, in whole or in part, of the Products and this Agreement immediately and without prejudice to its accrued rights or any other remedy available to it.

3.7 MSP has the obligation to invalidate the subscriptions of the end users that cancel the service.

3.8 MSP shall receive a partner account in order to send the orders, introduce data and receive the access to the Product.

3.9 MSP shall integrate the Bitdefender console in order to receive the license keys of the Product sold under monthly subscription model, for **Cloud Security for MSP and Bitdefender Security for Amazon Web Services**.

3.10 **Invoicing for yearly subscription Products sales only.** If the case of selling yearly subscription Products, the invoice shall contain the Products sold under yearly subscription model upon the MSP's orders. The MSP shall provide all information as required by the Bitdefender Ordering System.

3.11 **Invoicing for monthly subscription Products sales only.** The prices are charged on a monthly volume pricing basis as described. The monthly usage for each Product type shall not be cumulated across different type of Products. Each Product usage shall be invoiced separately for each product category.

- **Invoicing for Bitdefender Security for Amazon Web Services,** within the first week of every month, shall be invoiced based on a report generated by console, with the total number of hours of protection per each Bitdefender instance category.

- **Invoicing for Cloud Security for MSP, Bitdefender Security for Kaseva and Bitdefender Security for Labtech** within the first week of every month, shall be invoiced based on a report generated by console with the active users for the previous month for each type of these Products. Where "active users" means an Endpoint (EP) which is protected for whatever period of time during the month. MSP has the obligation to invalidate the licenses of the end users that cancel the service.

3.12 Bitdefender is entitled to cancel all Products license keys which are delivered by Bitdefender and which are not activated within 30 days after delivery to the MSP, or if there are infringements of the license rights or if the MSP has debts towards Bitdefender, the MSP being the only responsible for any inconvenience caused to the End Users.

3.13 The Reselling Fees does not include taxes. The MSP shall be responsible for payment of all taxes resulting from the Reselling of the Product according to the local legislation.

3.14 A late penalty at the rate of 1 % per month of delay shall be applied to the total invoice value for payments made after the Payment Date.

3.15 The MSP shall make the payments for the ordered Products to Bitdefender's bank account that is specified on the invoice. MSP will be responsible for payment of all fees associated with the bank transfer.

3.16 Bitdefender can require and the MSP will provide such financial and business information as may be reasonably requested by Bitdefender at the beginning of the Agreement and thereafter, but no more than once per year, to establish to Bitdefender's satisfaction that the MSP: (a) is financially stable; and (b) has the resources and capabilities necessary to meet the MSP's current and future reselling applicable warranties and service obligations to Bitdefender and its customers under the terms of this Agreement. Bitdefender will keep all such financial information confidential and will not disclose it to any other party other than its professional advisors.

3.17 MSP agrees to keep and maintain at its own cost accurate books, records, reports, sales prices, stocks and customer data relating to the sale of the Bitdefender Products for at least three (3) years following the end of the calendar year in which the sale occurred. Upon ten (10) days advance written notice and only once per calendar year at no cost to Bitdefender, MSP shall permit Bitdefender or its representative to review such records and any other books and records of MSP which relate to MSP's performance under the Agreement to ensure MSP's compliance with its obligations towards Bitdefender. Any such audit will be conducted during normal business hours and in a manner designed to cause minimal impact on MSP's ordinary business activities. Such examination or audit will be conducted at the MSP's corporate office and warehouses. MSP will promptly reimburse Bitdefender for any amounts uncovered in such inspection that are determined to be owed by MSP. Bitdefender shall pay for the cost of the audit, unless the audit results show that MSP underpaid Bitdefender by more than 1%. In the event that the underreporting is caused due to gross negligence and/or wilful misconduct of the MSP, the MSP shall pay the triple of the amount of the underreporting plus any loss and damage which might arise from that underreporting to Bitdefender.

3.18 Within ten working days of the start of each calendar month, the MSP must submit a report to Distributor (or to Bitdefender if MSP purchases directly). Such report must detail the following: (i) MSP name, (ii) MSP country, (iii)



name/identifier of each MSP end user, (iv) city/state identifier for each MSP end user location, (v) number of Users (and other chargeable units where applicable in accordance with MSRP) per MSP's End user during the previous calendar month.

3.19 For the avoidance of doubt, fees are payable in full whether or not MSP collects fees from any end users and whether or not any refunds are given by MSP to the end users.

ART. 4 DELIVERY TERMS

4.1 MSP shall make orders to the authorized Distributor or to Bitdefender if MSP purchases directly. The orders placed through Bitdefender Ordering System, shall include the maximum amount of data that Bitdefender's ordering system requires (e.g the End User data information, the number of licenses purchased and the territory of destination of the licenses, number of the products sold, Bitdefender Product name, bundled product name, number of users, number of years, Bitdefender part number).

4.2 For yearly subscription Products, Bitdefender will deliver the Product serial numbers by electronic methods to the MSP or Distributor within 2 (two) business days from the order date, once the order has been accepted by Bitdefender, according to its policies and credit limit applicable to the Partner.

The MSP shall use Bitdefender's current guidelines for ordering key licenses and for invoicing, in order to be recognized by Bitdefender. Bitdefender reserves the right to change these guidelines at any time and such changes will be communicated to the Partner by electronic means.

ART. 5 BITDEFENDER'S RIGHTS AND OBLIGATIONS

5.1 Bitdefender shall supply the MSP with Product Documentation, according to Bitdefender's business practices. The MSP can accurately multiply the user's manual, and promotional materials and Documentation in order to fulfil its obligations hereunder. Bitdefender will deliver to the Distributor the Documentation in **English**.

5.2 Bitdefender can ensure training for the MSP's human resources for sale of the Products, according to Bitdefender's business practices. The MSP shall cover all the expenses regarding its personnel transportation, daily allowance and accommodation.

5.3 If the Parties agree to do localizations, all translation necessary for localization of the products will be executed by MSP using translation kit provided by Bitdefender. The MSP is not authorized to use its own Translation Kits. Bitdefender owns the copyrights for all the translated versions.

5.4 Bitdefender has the right to verify and to approve the quality and the design of the materials used by the MSP to promote and sell the Product and MSP shall submit all such materials to Bitdefender for approval upon request.

5.5 The Risk of loss or damage to the Products will pass to MSP upon delivery of the Products to the MSP. The title of the Products shall pass only upon payment of the Products.

5.6 Notwithstanding the above clause, Bitdefender shall have the right to cancel the licence keys following a notice sent to MSP after 60 days from the delivery or at the termination of Agreement.

5.7 Before the end of each calendar year and/or contractual year, the Parties shall be negotiated in good faith the targets, objectives, margins and commitments, fees and any other financial conditions according to local market conditions, Bitdefender's position within the Territory, in terms of users and customer base, market share, Partner's performance, and Bitdefender's global market position and the reselling conditions will be updated within an addendum to Agreement, with 2 months prior the end of each previous period agreed. If the parties do not reach a written agreement based on then current market situation, through an addendum to the Agreement, the reselling conditions established by the Business Terms Sheet shall not govern the rest of the Term of the Agreement and either party has the right to terminate this Agreement at any time upon giving written notice.

5.8 For so long as this Agreement is in force, Bitdefender or its authorized Distributors shall provide the MSP with second level of technical support as detailed in EXHIBIT B – TERMS AND CONDITIONS FOR TECHNICAL SUPPORT. This support policy does not include services requested as a result of, or with respect to causes, which are not attributable to Bitdefender, including but not limited to: a) Accident; unusual physical, electrical or electromagnetic stress; neglect; misuse; failure or fluctuation of electric power, air conditioning or humidity control; excessive heating; fire and smoke damage; operation of the Product with other media and hardware, software or telecommunication interfaces not meeting or not maintained in accordance with the Documentation provided by Bitdefender, improper installation by the MSP or use of the Product that deviates from any operating procedures established by Bitdefender in the applicable Documentation.

ART. 6 MSP 'S RIGHTS AND OBLIGATIONS

6.1 The MSP shall be solely responsible for deploying, configuring, and monitoring the Product to run on End User equipment in accordance with the provisions of this Agreement. The MSP shall cover all the Reselling expenses.

6.2 The MSP will provide, at its own expense, training to End Users.

6.3 MSP agrees to and shall abide by the following material obligations and the MSP shall: i) make no false, deceptive or misleading representation with respect to the Bitdefender Products; (ii) not publish any misleading, false or deceptive advertising material with respect to the Bitdefender Products or make any statements and representations about Bitdefender Products that are not complying with the Documentation; (iii) comply with all applicable laws, including but not limited to all applicable data protection and export laws and regulations; and (iv) within three months of the Effective Date of this Agreement, MSP will cooperate with Bitdefender in drafting and releasing a joint press



release and a case study relating to the business relationship under this Agreement. The content and timing of the joint press release will be mutually agreed upon. Upon approval, MSP authorizes Bitdefender to use the name, and the Case study as agreed and irrevocably assign to Bitdefender the right to copy, exhibit, publish or distribute the Case study for purposes of publicizing Bitdefender programs or for any other lawful purpose to Bitdefender or his affiliates and Partners. These may be used in printed publications, multimedia presentations, on websites or in any other distribution media.

6.4 MSP will organize regular technical and sales-trainings with its teams. MSP shall offer First level of Technical Support to the End users as described in Exhibit B- Terms for Technical. In order to qualify for offering technical support to End Users, every MSP must accept and comply with terms and conditions stated under Exhibit B of the Agreement and conditions stated in Technical Support” section on Bitdefender websites or Pan Portal and provide specific contact information as required by Bitdefender.

6.5 The MSP will use its best efforts to install the supported version of the Product and acknowledges that Bitdefender or its Distributor will only provide technical support to MSP for the supported version.

6.6 The MSP has the right to propose Product improvements to Bitdefender. Bitdefender will analyse the MSP’s proposals and, in Bitdefender’s sole and exclusive discretion, Bitdefender may apply them. Upon submission of any suggested change or improvement, it shall become the sole and exclusive property of Bitdefender. By such submission, MSP waives any right in any such suggestion MSP may have, and irrevocably consents to Bitdefender’s unrestricted use thereof.

6.7 MSP shall not use the Bitdefender’s Trademarks in any online search engine marketing campaigns, without Bitdefender written approval. The MSP can’t bid on Bitdefender name or phrases including Bitdefender Trademark. The bidding on non-branded keywords shall be done only in accordance Bitdefender Search Engine Marketing Policy, made available by Bitdefender on its websites. “Original” or “Official” cannot appear in any ad titles or descriptions; Trademark “Bitdefender” or a trademarked product name; any variations or misspellings or misspelling variations of “Bitdefender” or trademarked product names of Bitdefender cannot appear in ad-text, including headlines; Using the registered symbol (R), (TM) or (C) symbol is prohibited; Direct Linking to Bitdefender’s Website is not allowed; the Display of Product prices, coupons and rebates is prohibited. Bitdefender website cannot be framed by a MSP or its affiliates landing page using iframes or any other kind of similar technique; MSP and affiliates need to make sure, that the look & feel differ from the actual website of Bitdefender; MSP and affiliates need to display their own logo and contact information. MSP has the obligation to notify these obligations to its affiliates and it remains responsible for their compliance with the contract obligations.

6.8 The MSP shall notify Bitdefender of any infringement of Bitdefender’s copyright or trade mark rights promptly after the date MSP learns of the infringement or has reason to believe infringement has occurred or is likely to occur.

ART. 7 WARRANTIES AND INDEMNITIES

7.1 Warranties. Bitdefender warrants that it will provide the Product in a professional manner, with reasonable skill and care and in substantial conformance with the Documentation. The warranty with respect to the Products is described in LSA provided with each Product. Bitdefender does not extend to MSP any additional warranties, express or implied.

7.2 *Exclusive Remedy.* If the Products fail to conform as stated above and MSP notifies Bitdefender in writing of such failure within 30 days, as MSP’s sole and exclusive remedy, at no charge to MSP, Bitdefender will use its commercially reasonable efforts, to promptly correct such nonconformity(s) and deliver the correction(s) to MSP. Each such warranty is referred to as “Limited Warranty”

EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT or LSA, BITDEFENDER MAKES NO WARRANTIES EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THOSE OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, NON-INTERFERENCE, ACCURACY OF DATA, OF INFORMATIONAL CONTENT, NON-INFRINGEMENT OF THE THIRD PARTIES COPYRIGHT OR OF THIRD PARTY RIGHTS OF PRIVACY AND PUBLICITY BY FILTERING, DISABLING, OR REMOVING SUCH THIRD PARTY’S SOFTWARE, SPYWARE, ADWARE, PROGRAMMING, COOKIES, EMAILS, ADVERTISEMENTS OR THE LIKE, WHETHER ARISING BY STATUTE, LAW, COURSE OF DEALING, CUSTOM AND PRACTICE, OR TRADE USAGE. IN NO EVENT SHALL BITDEFENDER BE LIABLE FOR DAMAGES, DIRECT OR INDIRECT, INCLUDING INCIDENTAL OR CONSEQUENTIAL DAMAGES SUFFERED BY THE MSP, DISTRIBUTORS, END USERS, OR OTHER THIRD PARTY ARISING FROM BREACH OF WARRANTY OR BREACH OF CONTRACT, NEGLIGENCE, OR ANY OTHER LEGAL GROUND OF ACTION. Under no circumstances shall Bitdefender be held liable by the Distributor, MSP, any End User or any other person or entity for direct or indirect damages arising out of the use, performance, or delivery of Bitdefender, any damage or loss allegedly caused by the use of or inability to use the Product, Product Upgrades, Virus Updates and/or Documentation, even if Bitdefender had been advised of the possibility of such damages either directly or indirectly, including (but not limited to) business interruptions, monetary loss or loss of anticipated income as a result of the use of the Product, loss of business information, attorney’s and expert’s fees and court costs or any other pecuniary loss. Bitdefender does not guarantee that the Product is error free or that it will function without interruption. The MSP knows and accepts, on behalf of itself and the End Users, that due to the modifications that viruses cause in



the files they infect, it is possible that the disinfection process could produce unforeseen changes to these files. The Product has not been designed for and is not intended for use in hazardous environments requiring fail-safe (fault-tolerant) performance such as in the operation of nuclear facilities, aircraft navigation or communication systems, air traffic control, weapons or defense systems, life support systems or any other context in which the failure of any software could lead directly to death, personal injury or severe damage to property or the environment and Bitdefender specifically disclaims any express or implicit guarantee of the Product's suitability for these types of activities. The MSP acknowledges on behalf of itself and the End Users that, as malware is regularly created and distributed, the Product is intended to detect only specific known malware, and that Bitdefender does not warrant that the Product will detect all malware present on the End Users computer system, network or server.

IN NO CIRCUMSTANCES SHALL BITDEFENDER OR ITS SUPPLIERS' MAXIMUM LIABILITY TO MSP ARISING FROM OR RELATING TO THIS AGREEMENT OR THE PRODUCTS AND SERVICES HEREUNDER EXCEED THE AMOUNT MSP PAID FOR THE PRODUCTS OR SERVICES GIVING RISE TO THE CLAIM UNDER THIS AGREEMENT.

7.2 MSP shall be solely liable for any representations or warranties made by it or its sales representatives in its advertising, brochures, manuals, or by its agents, employees, or representatives, whether in writing or orally with respect to each Product which are not in accordance with the Bitdefender LSA.

7.3 MSP agrees to defend, indemnify, and hold Bitdefender, Distributor and its officers, directors, agents, and employees, harmless against all costs, expenses, and losses (including reasonable attorney fees and costs) incurred through claims of third parties (including End Users) arising out of: i) any negligent acts or omissions by MSP relating to its activities in connection with this Agreement; ii) MSP's material misrepresentations relating to Bitdefender Products; (iii) MSP's negligent or wrongful acts and/or violation of any applicable laws.

ART. 8 TERM AND TERMINATION.

8.1 Unless terminated earlier as set forth in this Agreement, this Agreement shall continue in force for one (1) year from the Effective Date of the Agreement ("Initial Term"). At the end of the Initial Term, and at the end of each Renewal Term thereafter, this Agreement will automatically renew for an additional one (1) year period ("Renewal Term"), unless earlier terminated as set forth in this Agreement.

8.2 Either party may terminate this Agreement at any time prior to the expiration of the then-current Term if the other party is in default with respect to any material provision of this Agreement and such failure or default continues and is not remedied for thirty (30) days after receipt of written notice. Bitdefender has the right to immediately terminate the Agreement MSP breaches any material obligation related to Bitdefender's proprietary rights; or

8.3 After the Initial Term, either party may terminate this Agreement at any time, without cause, upon at least ninety (90) days written notice. During the Initial Term, Bitdefender may terminate this Agreement at any time, without cause, upon ninety (90) days written notice.

8.4 Effect of Termination. Upon termination of this Agreement:

Upon any expiration or termination of this Agreement, except as expressly described in Section 8.5 (Wind-Down Period) below, MSP shall (i) cease to be an authorized Partner of Bitdefender and have no right to market, distribute or sublicense the Bitdefender Products; (ii) cease the use of and destroy any and all copies of the Bitdefender Products and Confidential Information, and (iii) MSP account shall be cancelled by Bitdefender and immediately pay Distributor/ Bitdefender any amounts then due and outstanding. The MSP shall certify to Bitdefender within one month after termination that it has destroyed or has returned to Bitdefender any and all copies of the Product and Documentation in its possession. This requirement applies to copies in all forms, partial and complete, in all types of media and computer memory, and whether or not modified or merged into other materials. Any and all costs arising from the termination of this Agreement and from the removal and return of materials indicated in this Section shall be met solely and exclusively by the MSP. Bitdefender shall have no liability to of any type arising from termination of this Agreement.

8.5 Wind-Down Period. For a period of two months from any expiration or termination of this Agreement and subject to continue to pay the fees (the "Wind-Down Period"):

i) MSP shall exercise the licenses or use the service and shall continue to offer support and maintenance to existing End Users and Bitdefender shall continue to offer support and maintenance to MSP as described in Agreement.

ii) MSP shall be permitted to retain a copy of the Bitdefender Materials solely to the extent required to fulfill its obligations during the Wind-Down Period under this Section.

Notwithstanding the foregoing, in the event that the termination is a result of a breach by MSP of this Agreement, Bitdefender in its sole discretion may terminate any rights under the Wind Down Period and may withdraw all support that Bitdefender would otherwise provide or be obligated to provide support in compliance with this Section, also Bitdefender shall be entitled to cancel its account and redirect its clients to other MSPs.

9 CONFIDENTIAL INFORMATION

9.1 Each party agrees that all code, inventions, know-how, business, technical and financial information it obtains ("Receiving Party") from the disclosing party ("Disclosing Party") constitute the confidential property of the Disclosing Party ("Confidential Information"), provided that it is identified as confidential at the time of disclosure or



should be reasonably known by the Receiving Party to be Confidential Information due to the nature of the information disclosed and the circumstances surrounding the disclosure. The Bitdefender Materials, technical information and other code of Bitdefender (or its agents) shall be deemed trade secret and Confidential Information of Bitdefender without any marking or further designation. Except as expressly authorized herein, the Receiving Party will hold in confidence and not use or disclose any Confidential Information to any third party.

9.2 The Receiving Party's nondisclosure obligation shall not apply to information which the Receiving Party can document: (i) was rightfully in its possession or known to it prior to receipt of the Confidential Information; (ii) is or has become public knowledge through no fault of the Receiving Party; (iii) is rightfully obtained by the Receiving Party from a third party without breach of any confidentiality obligation; (iv) is independently developed by employees of the Receiving Party who had no access to such information; or (v) is required to be disclosed pursuant to a regulation, law or court order (but only to the minimum extent required to comply with such regulation or order and with advance notice to the Disclosing Party to give the Disclosing Party the opportunity to defend, limit or protect against the disclosure).

9.3 The Receiving Party acknowledges that disclosure of Confidential Information would cause substantial harm to the Disclosing Party that could not be remedied by the payment of damages alone and therefore that upon any such disclosure by the Receiving Party the Disclosing Party shall be entitled to appropriate equitable relief in addition to whatever remedies it might have at law.

ART. 10 GOVERNING LAW AND JURISDICTION

10.1 If MSP is located in the United States, Canada or Australia this Agreement is governed by the laws of the State of Florida, USA, with the venue in Broward County. If MSP is located in Germany, Austria and Switzerland and Netherlands, this Agreement is governed by the laws of Germany with the venue in Munchen; if MSP is located in UK and Ireland, this Agreement is governed by the laws of UK with the venue in London. If MSP is located in Spain and Portugal, and Latin America, this Agreement is governed by the laws of Spain with the venue in Barcelona. If MSP is located in Denmark, Finland, Iceland, Norway, and Sweden, this Agreement is governed by the laws of Denmark with the venue in Copenhagen. If MSP is located in rest of Europe, Africa, Middle East and Asia, this Agreement will be governed by the laws of Romanian with the venue in the courts of Bucharest.

In case any of the clauses will be declared void, the other clauses won't be affected and will continue to be valid and applicable within the limits of the Laws and both parties hereby submit to the personal jurisdiction of such courts. The prevailing party in any such dispute shall be entitled to recover costs and expenses associated with resolving such dispute, including reasonable attorney fees.

ART. 11 FORCE MAJEURE

11.1 Neither Party shall be in breach of the Agreement in the event it is unable to perform its obligations as a result of natural disaster, war, emergency conditions, labour strike, acts of terrorism, the substantial inoperability of the Internet, the inability to obtain supplies, or any other reason or condition beyond its reasonable control; provided, however, if such reasons or conditions remain in effect for a period of more than thirty (30) calendar days, either Party may terminate the Agreement affected by such force majeure following the written notice to the other Party.

ART. 12 OTHER CLAUSES

12.1 This Agreement may not be assigned, in whole or in part, by either party without the prior written consent of the other party, *provided, however*, that (i) each party shall have the right to assign this Agreement to its Affiliates without the other's prior consent by giving notice to the other party and (ii) each party may transfer this Agreement by operation of law as part of a merger, reorganization or sale of all or substantially all of a party's assets or shares, except that MSP may not so transfer in the case of its acquisition by or similar transaction with a competitor of Bitdefender without Bitdefender's prior written consent, which may be withheld in Bitdefender's sole discretion. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of the Parties hereto and their permitted successors and assigns.

12.2. The xSP Terms and Conditions, together with the BTS, exhibits, and appendices and applicable policies and guidelines as made public to MSP by Bitdefender hereto, constitutes the entire agreement and understanding between the Parties with respect to its subject matters and supersedes all prior agreements, understandings and representations, written or oral, to the extent they relate in any way to the subject matter of the Agreement.

12.3. The MSP hereby agrees to follow Bitdefender's policies as posted on the websites, and all guidelines made available to MSP. Bitdefender may update policies from time to time in its sole discretion. If the MSP does not agree with the changes, it has the right to terminate the agreement by sending 30 days prior written notice.

12.6. No waiver of this Agreement or of any provision hereof shall be effective unless it is in writing and signed by the waiving party.

12.7. If any provision of this Agreement is found to be invalid or unenforceable, the remaining provisions shall not be affected, shall be given full force and effect, and shall be enforceable to the fullest extent permitted by law.

12.8. All claims, instructions, consents, designations, notices, waivers, invoice communications and other communications in connection with the Agreement will be in writing to the addresses specified in the Agreement. Such Notifications will be deemed properly given to the other party (a) when received if delivered personally or by a



recognized courier service, (b) if delivered by facsimile transmission when the appropriate telecopy confirmation is received; (c) upon the receipt of the electronic transmission by the server of the recipient when transmitted by electronic mail. Each party shall have the obligation to announce any modification of the communication addresses.

12.9. Notwithstanding that this Agreement has been prepared by Bitdefender, MSP and Bitdefender confirm that this Agreement constitutes the understanding of the parties and is intended to be construed in a manner that is consistent with the subject matter and activities contemplated by, and the terms and conditions of, the Agreement. No rule of strict construction with respect to this Agreement shall be applied against either party.

The Parties mutually consent to use an electronic signature and in this event the BTS will not include an original ink signature and parties shall have no obligation to provide a copy of such document. A document signed with an Electronic Signature shall be binding on Parties as if the document had been originally executed by a party with an ink signature. An email shall never constitute Electronic Signature or be otherwise binding. Subject to the limitations set forth above, the parties agree that a document executed using an Electronic Signature and/or delivered in electronic format may be introduced into evidence in a proceeding arising out of or related to the document as if it was a printed copy of the document executed by the parties with original ink signatures. Parties shall have no obligation to retain copies of documents with original ink signatures.

EXHIBIT A- COMPLIANCE, CONFIDENTIALITY AND INFORMATION SECURITY published on Legal section of bitdefender.com.

EXHIBIT B – TERMS AND CONDITIONS FOR TECHNICAL SUPPORT published on Legal section of bitdefender.com.

EXHIBIT C- LSA published on Legal section of bitdefender.com.