# Alauda Partner Program Agreement

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**PARTNER TERMS AND CONDITIONS**

PLEASE READ THIS AGREEMENT (AND ANY ATTACHED APPENDICES) CAREFULLY BEFORE USING, ACCESSING, OR CONSUMING THE SOFTWARE OR SERVICES FROM ALAUDA. BY CLICKING YOUR ASSENT OR USING, ACCESSING, OR CONSUMING ALAUDA SOFTWARE OR SERVICES, YOU SIGNIFY YOUR ASSENT TO AND ACCEPTANCE OF THIS AGREEMENT AND ACKNOWLEDGE YOU HAVE READ AND UNDERSTAND THE TERMS. AN INDIVIDUAL ACTING ON BEHALF OF AN ENTITY REPRESENTS THAT HE OR SHE HAS THE AUTHORITY TO ENTER INTO THIS AGREEMENT ON BEHALF OF THAT ENTITY. IF YOU DO NOT ACCEPT THE TERMS OF THIS AGREEMENT, THEN YOU MUST NOT USE, ACCESS, OR CONSUME THE ALAUDA SOFTWARE OR SERVICES.

These Partner Terms and Conditions are between Partner and Alauda Singapore Pte. Ltd. (UEN 202524557C) ("Alauda") and together with the Partner Acceptance Document(s), Program-specific terms ("Program Appendix"), and any Transaction Documents (defined below) are, collectively, the "Agreement".

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## 1. Programs

### 1.1 Program Terms and Updates

Alauda's partner programs ("Programs") are designed to promote Alauda Products, augment Partner expertise and resources, and enhance satisfaction of end users ("End Users", as defined below). Each Program Appendix sets forth the terms specific to that Program. Alauda may update Program Appendices from time to time by providing Partner with thirty (30) days' notice. If Partner objects to the updated Program Appendix, then Partner may give Alauda written notice of such objection within the thirty (30) day notice period, in which case the existing Program Appendix will continue to apply until the next renewal date unless sooner terminated. If Partner chooses to renew the Program, then Partner will be deemed to have accepted the updated Program Appendix and the updated Program Appendix will apply as of the applicable renewal date.

"Alauda Products" means Alauda branded offerings made available by Alauda, including Alauda Container Platform (ACP), Alauda AI Platform, Alauda Enterprise Services, Alauda Virtualization, and any other products or services offered by Alauda from time to time. "Software" means Alauda branded software that is made available as part of an Alauda Product. "Service(s)" means Alauda branded services such as support services, training services, subscription services, online services, consulting services, or other services provided as part of an Alauda Product.

"End User" means, unless otherwise defined in the applicable Program Appendix, the ultimate end user that acquires Alauda Products for its own internal use and not for redistribution or resale. "Partner Acceptance Document" means an ordering, enrollment, or acceptance document (in web or signed form) by which Partner applies for or accepts participation in a Program.

### 1.2 Partner Subscriptions

For certain Programs, and only during the term of an active Program, Alauda may provide Partner with access to subscriptions for non-production use subject to acceptance of the applicable terms in the Alauda partner portal and this Agreement ("Alauda Partner Subscriptions"). Alauda Partner Subscriptions are provided solely for internal evaluation, demonstration, and training purposes in connection with Partner's participation in the applicable Program.

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## 2. Affiliate Authorization

Affiliates of Partner may participate in a Program only upon Alauda's approval and Partner Affiliate's execution of a written participation agreement with Alauda or an Alauda Affiliate to bind such Partner Affiliate to this Agreement. "Affiliate" means an entity that owns or controls, is owned or controlled by, or is under common control or ownership with a party, where "control" is the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of an entity, whether through ownership of voting securities, by contract, or otherwise.

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## 3. Territory

Partner may participate in the Programs only in the territory specified in the applicable Partner Acceptance Document or, if no territory is specified in the applicable Partner Acceptance Document, the country of Partner's incorporation (the "Territory"). Partner's participation in any Program is non-exclusive; Alauda may market, sell, and distribute Alauda Products directly or through others inside or outside the Territory.

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## 4. Fees

Fees, if applicable, will be set forth in the Program Appendix (which may include reference to a Program-specific price book) or in an order form, product rider, or other document referencing this Agreement, as mutually agreed and executed by the parties (a "Transaction Document"), and will be due and payable as set forth in such Program Appendix or Transaction Document. All amounts owed under the Agreement are to be paid in United States Dollars (USD) unless otherwise specified in the applicable price book or Transaction Document.

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## 5. Payment

If Partner acquires Alauda Products directly from Alauda, Alauda will invoice Partner and Alauda may require a purchase order for any amounts due to Alauda; provided, however, that any terms contained in a purchase order will not modify the terms of this Agreement or be binding on Alauda. Partner must pay all fees due to Alauda either (a) no later than thirty (30) days from the date of invoice if Alauda has approved Partner for such credit terms, (b) if Partner has not been approved for net thirty (30) day credit terms, then on a prepaid basis, or (c) as otherwise agreed in an applicable Transaction Document, in each case without regard to when or whether Partner collects payment from its customers.

Credit is subject to Alauda's approval, and Alauda may change credit terms including periodic review and reconfirmation of Partner's credit limit and creditworthiness with Partner's cooperation. Alauda may refuse to accept any order if the order itself, or in aggregate with open invoice amounts, exceeds the amount for which Partner's creditworthiness has been established. If Partner disputes any invoice under this Agreement, such dispute must be received by Alauda in writing at least fifteen (15) days prior to the due date of the invoice. Partner will reimburse Alauda for all costs and expenses incurred by Alauda in connection with the collection of overdue amounts, including reasonable attorneys' or legal fees. All fees and other amounts paid under the Agreement are non-refundable. Any payments more than thirty (30) days past due may be subject to a late fee of one and one-half percent (1.5%) per month, or the maximum rate allowable by law, whichever is less. Any forecasts provided by either party are non-binding; no order is binding on Alauda until accepted by Alauda.

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## 6. Taxes

All amounts payable will be exclusive of any Taxes. "Taxes" means any form of taxation of whatever nature and by whatever authority imposed, including any interest, surcharges, or penalties, arising from or relating to this Agreement or any Alauda Products, other than those taxes based on the net income of Alauda.

If any Taxes are currently or subsequently determined to be payable in relation to Partner's purchase of Alauda Products, and unless Partner presents Alauda with a valid tax exemption or resale certificate, Alauda will issue an invoice to Partner and Partner will pay or reimburse Alauda for the Taxes. If Partner is required under any applicable law or regulation, domestic or foreign, to withhold or deduct any portion of the payments due to Alauda, then the sum payable to Alauda will be increased by the amount necessary for Alauda to receive an amount equal to the sum it would have received had no withholdings or deductions been made.

If, as a result of Partner moving, accessing, or using Alauda Products across a border, any authority imposes a customs duty, tax, levy, or fee (including withholding taxes for the import or export of any such offering), then Partner agrees that it is responsible for, and will pay, any such tax, levy, or fee. The parties will work together in good faith to minimize adverse tax consequences created by cross-border transactions.

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## 7. Review

During the Term and for two (2) years thereafter: (a) Partner will keep and maintain commercially reasonable written records regarding Partner's use and distribution of the Alauda Products and business activities related to this Agreement; and (b) Alauda or its designee, acting in accordance with Section 12.2, may inspect Partner's records to verify Partner's compliance with this Agreement, including through reasonable on-site visits during normal business hours on reasonable prior notice. Partner agrees to respond promptly to requests for information, documents, or records and reasonably cooperate in connection with any such verification. If Alauda notifies Partner of any noncompliance or underpayment, then Partner will resolve the noncompliance or underpayment within fifteen (15) days from the date of notice.

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## 8. Trademarks

### 8.1 Trademark License

The term "Alauda Marks" means the trademarks owned by Alauda or its Affiliates, whether registered or unregistered, and approved by Alauda for use by Partner. Alauda, on behalf of itself and its Affiliates, grants Partner a limited, non-exclusive, non-transferable, non-sublicensable, royalty-free, revocable license in the Territory during the Term to use the Alauda Marks solely in connection with the marketing and distribution of Alauda Products as permitted in this Agreement. Partner agrees to use the Alauda Marks only as stated in this Agreement, and in doing so, to follow the standards of quality established by Alauda and to adhere to the Alauda Trademark Usage Guidelines found at https://www.alauda.io/legal/trademark-usage-guidelines and any other trademark terms contained in a Program Appendix. Any other use of Alauda Marks is not permitted. Partner will provide Alauda with representative samples of the use of Alauda Marks contained within any materials including web pages, marketing, advertising, promotional, and collateral materials.

### 8.2 Ownership of Marks

All use of Alauda Marks by Partner, and all goodwill associated with such use, will inure to the sole benefit of Alauda or its Affiliate that owns the applicable Alauda Mark. Partner acquires no right, title, or interest in Alauda Marks or the goodwill associated with them, other than the license expressly granted in Section 8.1. Partner will not challenge the validity of Alauda Marks nor assist anyone in challenging their validity. Partner will not attempt to register any Alauda Mark or any domain names containing an Alauda Mark, and will not use or register any trade name, trademark, service mark, slogan, logo, or domain name that is confusingly similar to, or a reference to, any Alauda trade name, trademark, or service mark during or after the Term of this Agreement. Partner will not disparage Alauda, Alauda Marks, or Alauda Products.

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## 9. Program Participation Requirements

### 9.1 Open Source

This Agreement establishes the rights and obligations associated with the Programs and Alauda Products. The terms and conditions are not intended to limit Partner's rights under the terms of an applicable open source license.

### 9.2 Resale Terms

For each Alauda Product (or Partner product that incorporates an Alauda Product) that Partner sells to an End User under a Program, Partner will purchase the equivalent Alauda Product, including with respect to the term (e.g., one (1) or three (3) years) and support level (e.g., Premium). For example, Partner may not purchase an Alauda Product and then break up the term into multiple shorter increments of time for resale. Similarly, Partner is only authorized to resell the complete Alauda Product it purchased and is not permitted to decouple the Alauda Product or sell it in parts. Partner will work with Alauda to ensure that its resale of Alauda Products to End Users is consistent with the terms for the Alauda Products purchased.

If Partner (a) resells, distributes, or uses Alauda Products for Partner's own internal or production use; or (b) resells, distributes, or uses Alauda Products other than as expressly permitted in the applicable

Program Appendix, then Partner agrees to pay the applicable fees for the appropriate Alauda Products under Alauda's standard terms for such use.

Alauda Products purchased by Partner for resale under a Program are governed by this Agreement and the applicable Program Appendix; the restrictions in the Alauda Subscription Terms on providing Subscription Services to, or using them for the benefit of, third parties, and on redistribution of Software, do not restrict Partner's resale as expressly authorized under this Agreement. A Partner authorized under a Program to resell or distribute Alauda Products is a "Business Partner" as that term is used in the Alauda Enterprise Agreement and an "Authorized Business Partner" as that term is used in the Alauda EULA.

Unless the applicable Program Appendix, or a Transaction Document or other ordering documentation issued or accepted by Alauda, states that Alauda will provide support directly to the End User, Partner will provide first-line support to its End Users for Alauda Products resold under a Program, and Alauda will provide support to Partner for the corresponding Alauda Products purchased by Partner in accordance with the Alauda Support Terms of Service at https://www.alauda.io/legal/support-terms. Partner may state that support is provided by Alauda only where so authorized under the applicable Program Appendix, a Transaction Document, or other ordering documentation issued or accepted by Alauda, and Partner will ensure that its ordering documentation with each End User accurately states, consistent with that authorization, whether support is provided by Partner or by Alauda.

### 9.3 Service Use Restrictions

Partner will not access Services to create an offering for the benefit of any other person or entity, or permit any third party to do so, unless specifically permitted in this Agreement. Without limiting any other remedies, Alauda may immediately suspend its performance, or terminate this Agreement or Partner's participation in any Program, if Alauda determines that any of the Services are being used by Partner to: (a) avoid paying fees due under this Agreement; (b) provide Services to third parties outside of the scope of a Program; or (c) create revenue without payment of fees to Alauda for Services.

Partner agrees: (x) if Partner makes modifications to Software without written agreement from Alauda, Partner will assume all support responsibility for any issues that are not reproducible by Alauda on unmodified Software; and (y) not to use or resell the Services in any manner or for any purpose not permitted by this Agreement.

### 9.4 End User License Agreements

The Alauda Software is governed by the applicable end user license agreement ("EULAs") set forth at https://www.alauda.io/legal/eula. Partner will provide the applicable EULA and the Alauda Enterprise Agreement (including the applicable Subscription Terms) to End Users as set forth in the Program Appendices.

### 9.5 Partner Code of Conduct

Partner will comply with the Alauda Partner Code of Conduct at https://www.alauda.io/legal/partner-code-of-conduct, as updated by Alauda from time to time following the notice-and-objection process in Section 1.1, applied to the Partner Code of Conduct mutatis mutandis, which is incorporated into this Agreement by reference. Breach of the Partner Code of Conduct is a material breach of this Agreement for which no cure period is required.

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## 10. Intellectual Property

Partner agrees that all trade name, trademark, service mark, copyright, patent, trade secret, domain name, and all other intellectual and industrial property rights anywhere in the world, including moral rights, and all applications, provisional applications, registrations, continuations, and renewals thereof, and all associated goodwill (present or future) in and to the Alauda Products, are and will, as among the parties, be owned by and vested in Alauda, its Affiliates, or its licensors, notwithstanding any use of terms such as "purchase," "sale," or the like within this Agreement. Alauda, its Affiliates, or its licensors, as applicable, reserves all rights not expressly granted in this Agreement and all rights not expressly granted to the Alauda Products (including rights under any trademarks, copyrights, patents, or other intellectual property of Alauda).

Alauda may provide access to optional third-party software and, if Partner chooses to install, use, or distribute the third-party software, Partner agrees to abide by the corresponding license terms for the software.

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## 11. Warranties, Limitations, Disclaimers, Insurance and Indemnity

### 11.1 General Representations and Warranties

Alauda represents and warrants that: (a) the Services will be performed in a professional and workmanlike manner by qualified personnel; (b) it has the authority to enter into this Agreement with Partner; and (c) to Alauda's knowledge, the Software does not, at the time of delivery to Partner, include malicious code for the purpose of damaging or corrupting the Software.

### 11.2 Disclaimer of Warranties

EXCEPT AS SET FORTH IN SECTION 11.1 ABOVE, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE ALAUDA PRODUCTS ARE PROVIDED "AS IS" AND WITHOUT WARRANTIES OR CONDITIONS OF ANY KIND, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, AND FITNESS FOR A PARTICULAR PURPOSE. Partner will make no representations or warranties on behalf of Alauda regarding the Alauda Products.

### 11.3 Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, FOR ALL EVENTS AND CIRCUMSTANCES, ALAUDA'S AND ITS AFFILIATES' AGGREGATE AND CUMULATIVE LIABILITY TO PARTNER AND ITS AFFILIATES ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ITS SUBJECT MATTER AND ANY TRANSACTION DOCUMENT HEREUNDER, INCLUDING WITHOUT LIMITATION ON ACCOUNT OF PERFORMANCE OR NON-PERFORMANCE OF OBLIGATIONS, REGARDLESS OF THE FORM OF THE CAUSE OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING, WITHOUT LIMITATION, NEGLIGENCE), STATUTE, OR OTHERWISE WILL BE LIMITED TO DIRECT DAMAGES AND WILL NOT EXCEED THE GREATER OF (A) THE TOTAL AMOUNT PAID TO ALAUDA AND ITS AFFILIATES BY PARTNER AND ITS AFFILIATES UNDER THIS AGREEMENT DURING THE TWELVE (12) MONTHS PRECEDING THE FIRST EVENT GIVING RISE TO SUCH LIABILITY FOR THE ALAUDA PRODUCT OR SERVICE THAT IS THE SUBJECT MATTER OF THE CLAIM OR (B) SGD 5,000.00. THE FOREGOING LIMITATION SHALL NOT APPLY TO CLAIMS

FOR BODILY INJURY (INCLUDING DEATH) AND DAMAGE TO TANGIBLE PERSONAL PROPERTY CAUSED BY THE NEGLIGENCE OF ALAUDA OR ITS EMPLOYEES.

### 11.4 Disclaimer of Damages

NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS AGREEMENT OR ANY TRANSACTION DOCUMENT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL ALAUDA OR ITS AFFILIATES BE LIABLE TO PARTNER OR ITS AFFILIATES FOR: ANY CLAIM BASED UPON A THIRD PARTY CLAIM; ANY INCIDENTAL, CONSEQUENTIAL, SPECIAL, INDIRECT, EXEMPLARY, OR PUNITIVE DAMAGES, WHETHER ARISING IN TORT, CONTRACT, OR OTHERWISE; OR FOR ANY DAMAGES ARISING OUT OF OR IN CONNECTION WITH ANY MALFUNCTIONS, DELAYS, LOSS OF DATA, LOST PROFITS, LOST SAVINGS, INTERRUPTION OF SERVICE, LOSS OF BUSINESS, OR ANTICIPATORY PROFITS, EVEN IF ALAUDA OR ITS AFFILIATES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

Without limiting the generality of the foregoing disclaimer, Alauda Products are not designed, manufactured, or intended for use in the planning, construction, maintenance, control, or operation of (a) nuclear facilities, (b) aircraft navigation, control, or communication systems, (c) weapons systems, or (d) life support systems. Partner agrees that it is solely responsible for the results obtained from the use of the Alauda Products.

### 11.5 Insurance and Indemnity

Partner will obtain and maintain during the Term and for two (2) years thereafter, at its own expense, appropriate and sufficient insurance with a reputable insurance company to cover the activities of Partner contemplated in this Agreement and any potential liability arising from such activities. Upon request, Partner will provide Alauda certificates of insurance for all insurance coverage.

Partner will indemnify and defend Alauda from any and all liability, losses, costs, damages, or expenses, including reasonable attorneys', solicitors', or legal fees and costs, resulting from or arising out of third party demands or claims against Alauda relating to any of Partner's actions including, but not limited to, performance or non-performance under this Agreement. In connection with any such indemnification, Alauda will (a) promptly notify Partner in writing of the claim, (b) supply information reasonably requested by Partner, and (c) allow Partner to control, and reasonably cooperate in, the defense and settlement (provided that no such settlement imposes any costs or obligations on Alauda).

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## 12. Publicity, Confidentiality, and Privacy

### 12.1 Publicity

Partner will keep confidential and will not disclose, market, or advertise to third parties the terms of this Agreement (including the fees paid hereunder) at any time during or after the Term. Partner or Alauda may reference its relationship with the other in the normal course of business including during earnings calls, discussions with analysts, meetings with the press, customer briefings, general marketing activities, and in regulatory filings. Neither party will issue formal press releases or other similar activities referencing the other party without the written consent of the other party.

### 12.2 Confidentiality

Each party will maintain the confidentiality of Confidential Information received from the other party under this Agreement, and will use at least the same degree of care to protect such Confidential Information that it uses to protect its own confidential information, but in no event less than reasonable care. The recipient will use Confidential Information of the other party only to exercise its rights and perform its obligations under this Agreement. The recipient will disclose Confidential Information only to its Affiliates, employees, agents, and contractors with a need to know and subject to written obligations (or, in the case of legal counsel, duties of professional responsibility) to keep such information confidential using standards of confidentiality at least as protective as those required by this Agreement.

"Confidential Information" means all information and materials disclosed by either party to the other during the Term that is either marked confidential or, by the nature of the information or the circumstances surrounding its disclosure, would reasonably be considered confidential. Confidential Information does not include information that: (a) is or later becomes publicly available other than as a result of the recipient's breach of this Agreement; (b) is known to the recipient prior to receipt from the disclosing party without obligation of confidentiality to the disclosing party; (c) is independently developed by the recipient without use of the disclosing party's Confidential Information; (d) is received by the recipient from a third party that does not have confidentiality obligations to the disclosing party with respect to the information; (e) is generally known or easily ascertainable by parties of ordinary skill in the business of the recipient; or (f) is software code in either object code or source code form that is licensed under an open source license (as defined by the Open Source Initiative at https://opensource.org/).

Except as set forth in Section 12.1, the obligations regarding confidentiality and use set forth in this Section 12.2 will continue in effect for a period of two (2) years following the initial disclosure of the particular Confidential Information.

### 12.3 Privacy

With the exception of business contact information (as described below), Alauda does not require personal data of Partner or End Users under this Agreement. Each party acknowledges that (i) the parties and their Affiliates may, wherever they do business, store and otherwise process certain personal data of the other party that constitutes business contact information (such as names, business email addresses, and business phone numbers) during the course of this Agreement for purposes including, but not limited to, billing, account management, customer service and communication, and for enabling each party to participate in the Programs, and (ii) each party is an independent "business" or "controller" (or similar concept) under applicable privacy laws with respect to such business contact information.

In the event that Partner provides Alauda with End User Personal Data (as defined below) under this Agreement or any Programs, Partner represents and warrants that Partner obtained such data lawfully and may lawfully share such data with Alauda for Alauda's intended purposes pursuant to this Agreement. Without limiting the foregoing, Partner represents and warrants that, where legally required, Partner provided notice to, and obtained consent from, an End User so Alauda may receive, transfer, and otherwise process such End User Personal Data. Alauda may use personnel and resources in locations worldwide and third-party suppliers to support the delivery of Alauda Products.

"End User Personal Data" means the contact information and other personal information of individuals provided by Partner to Alauda for use by Alauda in furtherance of this Agreement. Partner undertakes that it will at all times comply with the provisions of all data protection, data security, and privacy laws and

regulations applicable to its obligations pursuant to this Agreement, including but not limited to the Singapore Personal Data Protection Act 2012 ("PDPA"), and will ensure that its Affiliates and its and their employees, agents, and contractors do likewise. Partner will not share sensitive personal data (as such term is defined under applicable privacy and data protection laws) with Alauda.

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## 13. Term and Termination

### 13.1 Term

This Agreement begins on the Effective Date and continues until the expiration or termination of all applicable Program Appendices ("Term"). The term of each Program Appendix is independent of the term of any other Program Appendix. "Effective Date" means, as applicable, (a) if you are entering into this Agreement through a Partner Acceptance Document, the date of the last signature on the Partner Acceptance Document, or (b) if you are entering into this Agreement as an electronic contract as described in Section 19, the date of your online acceptance of the Agreement.

Unless otherwise agreed in writing, any subscriptions for Alauda Products purchased under a Program Appendix will commence upon the earlier of (x) the first use of such Alauda Product, (y) the purchase date of such Alauda Product, or (z) the commencement date set forth in the Program Appendix or Transaction Document.

### 13.2 Termination

Alauda may (without prejudice to any other right or remedy) terminate this Agreement in whole or in part (including any Program Appendix and Partner's participation in any Program) for any reason at any time upon ninety (90) days' prior written notice to Partner.

If Partner or Alauda materially breaches the terms of this Agreement, and the breach is not cured within thirty (30) days after written notice of the breach is given to the breaching party (except for Partner's breach of its payment obligations, in which case the cure period is five (5) days), then the other party may, by giving written notice of termination to the breaching party, terminate this Agreement in whole or in part (including any Program Appendix and Partner's participation in any Program) without prejudice to any other right or remedy; unless a shorter cure period is otherwise stated under this Agreement or in the applicable Program Appendix, and provided that no cure period is required for a breach of Sections 8, 9, 12.2, 14, or 15 hereof.

### 13.3 Effect of Agreement Termination or Expiration

Termination or expiration of this Agreement in whole for any reason will immediately terminate Partner's participation in any and all Programs. Upon such termination or expiration, Partner will immediately: (a) cease referring to itself as an Alauda Partner or by any other title associated with a Program, including all use of those titles in any communication or advertising; (b) cease any and all promotion, demonstration, sale, and distribution of the Alauda Products; (c) cease all use of the Alauda Marks; (d) return or destroy, at Alauda's option, all printed materials containing Alauda Marks, including all documentation and promotional materials; and (e) remit all fees due to Alauda within fifteen (15) days of such termination or expiration.

If the termination is not the result of a Partner breach, then Partner will be entitled to sell, for a period of no longer than sixty (60) days after termination, Alauda Products (subject to this Agreement) for which

Alauda has been fully paid and that are required to fulfill any unperformed End User contracts of Partner outstanding at the date of termination or expiration.

All rights and obligations of the parties under this Agreement will terminate immediately upon expiration or termination, except that Sections 4-7, 8.2, 9.2 (last paragraph, with respect to Alauda Products resold prior to termination or during the sell-off period above, for the remainder of the applicable subscription terms), 9.4 (with respect to sales permitted after termination), 10, 11.2-11.5, 12, 13.3, 14.1-14.2, 16, 17, and 18 hereof, and any Partner payment obligations, will survive such termination or expiration. Termination of this Agreement will not affect any agreements between Alauda and any End User, and upon termination Alauda may elect, on notice to Partner, to provide or arrange support directly for affected End Users, with Partner's reasonable cooperation.

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## 14. Export Controls

### 14.1 General Export Obligations

As between Alauda and Partner, Partner: (a) understands that countries, including Singapore, may restrict the import, use, export, re-export, or transfer of encryption products and other controlled technologies (which may include Alauda Products or related technical information) ("Controlled Technologies"); (b) will be solely responsible for compliance with any such import, use, export, re-export, or transfer restrictions in connection with Partner's use, sale, and/or distribution of Controlled Technologies; and (c) will be the importer and exporter of record of the Controlled Technologies that Partner uses, sells, and/or distributes, and is responsible for all associated obligations, including but not limited to, paying all import duties and tariffs, and obtaining any required regulatory approvals, registrations, and export and import licenses.

### 14.2 Trade Compliance

Partner represents and warrants that it: (a) understands that certain of the Controlled Technologies may be subject to export controls under the Singapore Strategic Goods (Control) Act 2002 ("SGCA"), the Regulation of Imports and Exports Act 1995, and the United Nations Act 2001, and any regulations, orders, or subsidiary legislation made thereunder, as well as applicable sanctions and export controls administered by the relevant Singapore authorities (including Singapore Customs and the Monetary Authority of Singapore) and the relevant authorities in Partner's jurisdiction; (b) is not located in (or owned or controlled by any person or entity located in) any country or territory that is the subject of comprehensive trade sanctions under applicable Singapore law or United Nations Security Council resolutions, nor is Partner owned or controlled by any person or entity listed on any applicable restricted party list maintained by Singapore, the United Nations, or Partner's local jurisdiction; (c) will not export, re-export, or transfer the Controlled Technologies to (1) any prohibited destination, (2) anyone who has been prohibited from participating in export transactions by any applicable governmental authority, or (3) any end user who Partner knows or has reason to know will use them in the design, development, or production of nuclear, chemical, or biological weapons, or rocket systems, space launch vehicles, sounding rockets, or unmanned air vehicle systems, or any other prohibited use under applicable export control laws; and (d) will comply with all applicable anti-boycott laws and regulations.

### 14.3 Termination for Export Violations

In addition to Alauda's other termination rights under this Agreement, Alauda may terminate this Agreement without liability immediately upon notice to Partner without providing any opportunity to cure if (a) Partner breaches (or Alauda believes Partner has breached) this Section 14; or (b) Alauda is prohibited by law or otherwise restricted from providing Alauda Products to Partner.

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## 15. Compliance with Laws

Partner and its Affiliates and any other persons performing any activities related to this Agreement will comply with all applicable laws and regulations including all applicable anti-corruption laws and regulations, such as the Singapore Prevention of Corruption Act 1960 ("PCA"), the U.K. Bribery Act 2010, and, where applicable, the U.S. Foreign Corrupt Practices Act (collectively, the "Anti-Corruption Laws"), and will not engage in conduct that would cause Alauda to violate any law or regulation including the Anti-Corruption Laws.

None of Partner or its Affiliates, or any other persons performing activities related to this Agreement will, directly or indirectly, offer, pay, promise to pay, or authorize the payment of anything of value to any government or public official to influence that government or public official in his or her official capacity, in order to retain or obtain business for Partner or Alauda, or to secure any improper advantage for Partner or Alauda. For purposes of this Agreement, a government or public official includes employees and officers of a government agency, department, or instrumentality, as well as the employees or officers of government-owned or government-controlled companies, public international organizations, political parties, and candidates for political office.

None of Partner or its Affiliates, or any other persons performing activities related to this Agreement will, directly or indirectly, offer, promise, or give a financial or other advantage to any person in order to induce the recipient to improperly perform any relevant function or activity, or to reward the recipient for the improper performance of any relevant function or activity, nor will they solicit or accept a financial or other advantage from any person in exchange for the improper performance of any relevant function or activity.

Partner will not submit any falsified documents or records to Alauda. Partner will not permit its resellers or partners or any other third-party business partners (collectively, "Supply Chain Entities") acting on behalf of Partner in connection with the services performed under this Agreement to do anything that would violate or cause Alauda to violate any law or regulation including the Anti-Corruption Laws. If Alauda believes that Partner or any Supply Chain Entity has breached or may breach any of the provisions of this Section or a notice is provided pursuant to this Section, Alauda may terminate the Agreement or suspend its performance without any liability to Partner.

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## 16. General Provisions

### 16.1 Governing Law and Dispute Resolution

**Governing Law.** This Agreement, and any claim, controversy, or dispute arising out of or related to the Agreement, are governed by and construed in accordance with the substantive laws of the Republic of Singapore without giving effect to any conflicts of laws provision. To the extent permissible, the United

Nations Convention on Contracts for the International Sale of Goods will not apply, even where adopted as part of the domestic law of the country whose laws govern the Agreement.

**Dispute Resolution.** All disputes, differences, or questions arising out of this Agreement including the interpretation of the terms herein or with regard to the obligations, failure, or breach of any terms thereof by any of the parties and/or compensation/damages payable under this Agreement or of any matter whatsoever arising under this Agreement, which have not been settled amicably within thirty (30) days from the commencement of informal negotiation, shall be referred by either party to arbitration in accordance with the Arbitration Rules of the Singapore International Arbitration Centre ("SIAC") as presently in force and the award made in pursuance thereof shall be binding on the parties. The seat of arbitration shall be Singapore. The proceedings of arbitration shall be conducted in English. The arbitral tribunal shall consist of one (1) arbitrator to be appointed by the mutual agreement of the parties, failing which the appointment shall be made by the President of the SIAC. The decision or award so given by the arbitrator shall be final and binding on the parties hereto.

Any party may at any time without regard to any notice periods required by the provisions hereof, and as often as is necessary or appropriate, seek interlocutory, provisional, or interim relief or remedies from any court of competent jurisdiction (including, without limitation, to the extent available under applicable law, a temporary restraining order or preliminary injunction).

### 16.2 Notices

All notices, consents, waivers, and other communications required or permitted by this Agreement must be in English, in writing, and will be deemed given when (a) delivered to the appropriate address by hand or by nationally recognized overnight courier service (costs prepaid); (b) sent by email with proof of receipt; or (c) received by the addressee, if sent by certified mail, return receipt requested, in each case to the following addresses or email addresses and marked to the attention of the person (by name or title) designated hereafter (or to such other address, email address, or person as a party hereto may designate by notice to the other parties hereto):

**For Partner:** the most current address/email indicated by Partner to Alauda in writing.

**For Alauda:** Head of Legal, Alauda Singapore Pte. Ltd., 6 Raffles Quay, #14-02, Singapore 048580; Email: legal@alauda.io.

### 16.3 No Assignment

This Agreement is only assignable by Partner with Alauda's prior written consent. Any assignment made by Partner without Alauda's prior written consent will be void and Alauda will not be required to recognize the assignment. Alauda may assign any or all of its rights and delegate or novate any or all of its obligations hereunder without the prior approval of Partner. At the request of Alauda, Partner will execute any papers or documents reasonably necessary to give effect to such assignment or novation. Partner will promptly notify Alauda of any material change to its ownership structure. Subject to the foregoing, this Agreement will be binding upon and will inure to the benefit of the parties and their respective successors and permitted assigns.

### 16.4 Independent Contractor

Partner and Alauda are independent contractors for all purposes, without express or implied authority to bind the other. Neither party nor its employees, agents, or contractors is entitled to any employee benefits of the other. Each party will be responsible for all costs and expenses incident to performing its business.

Nothing in this Agreement will be deemed to constitute a partnership or to create a relationship of principal and agent between the parties for any purpose.

### 16.5 Force Majeure

Neither party is responsible for nonperformance or delay in performance of its obligations (other than payment of fees) due to causes beyond its reasonable control, including but not limited to acts of God, natural disasters, epidemics, war, terrorism, riots, embargoes, acts of civil or military authorities, fire, floods, or failures of telecommunications or infrastructure.

### 16.6 Third Party Beneficiaries

This Agreement is binding on the parties to the Agreement and, other than as expressly provided in this Agreement, nothing in this Agreement grants any other person or entity any right, benefit, or remedy.

### 16.7 Miscellaneous

(a) All headings contained in this Agreement are inserted for identification and convenience, and will not be deemed part of this Agreement for purposes of interpretation.

(b) If a court of competent jurisdiction or arbitral tribunal holds any provision of this Agreement invalid or unenforceable, the remaining provisions of the Agreement will remain in full force and effect, and the provision affected will be construed so as to be enforceable to the maximum extent permissible by law.

(c) The delay or failure of either party to exercise any rights hereunder will not constitute or be deemed a waiver or forfeiture of such rights. No waiver will be valid unless in writing and signed by an authorized representative of the party against whom such waiver or forfeiture is sought to be enforced.

(d) If there is a conflict between these Partner Terms and Conditions and any applicable Program Appendix, the terms will be interpreted in the following order: (1) the applicable Program Appendix; and (2) the Partner Terms and Conditions.

(e) Except as otherwise provided in Section 1.1, this Agreement may not be changed except by written instrument signed by authorized signatories of the parties that makes specific reference to this Agreement.

(f) This Agreement may be executed in counterparts, each of which will be deemed an original and all of which will constitute one and the same instrument. The parties may exchange electronic signatures and signature pages electronically and such signatures will be effective to bind the parties.

(g) The parties agree that any rule of construction to the effect that any ambiguities are to be resolved against the drafting party will not be employed in the interpretation or construction of this Agreement.

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## 17. Entire Agreement

This Agreement represents the complete agreement between the parties with respect to its subject matter and supersedes all prior and contemporaneous agreements and proposals, whether written or oral, with respect to such subject matter. Any additional or different terms contained in any other documentation that you deliver to Alauda, including any purchase order or other order-related document (other than a Transaction Document), are hereby rejected by Alauda, and will be void and of no effect.

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## 18. Contracts (Rights of Third Parties) Act

The parties agree that the Contracts (Rights of Third Parties) Act 2001 of Singapore applies to this Agreement to confer on each of Alauda's Affiliates and their respective officers, employees, contractors, and agents the rights conferred in their favor under this Agreement, including the right to enforce such terms in their own name. Except as provided in the foregoing sentence, a person who is not a party to this Agreement has no right under that Act to enforce or enjoy the benefit of any term of this Agreement.

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## 19. Authorized Signatures

Partner may accept this Agreement by (a) accepting via an online transaction at the Alauda Partner Portal (https://www.alauda.io/partners), (b) signing using a mutually agreed electronic signature process, or (c) signing a physical copy of a Partner Acceptance Document that incorporates this Agreement and forwarding a PDF of all pages to legal@alauda.io.

| | **Partner** | **Alauda Singapore Pte. Ltd.** |
|---|---|---|
| Signature | _____ | _____ |
| Name | _____ | _____ |
| Title | _____ | _____ |
| Date | _____ | _____ |

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