

## GLOBAL RESELLER TERMS AND CONDITIONS

These terms and conditions were last updated in May 2025.

### 1. DEFINITIONS AND INTERPRETATION

In this agreement, where the context so admits, the words and expressions within this agreement shall be defined in Schedule 1 attached hereto.

#### 1.1 INTERPRETATION

In this agreement (including the introduction and schedules) unless the context otherwise requires:

- (a) reference to a person includes a legal entity (such as a limited company) as well as a natural person;
- (b) clause headings are for convenience only and shall not affect the construction of this agreement;
- (c) reference to "including" or any similar terms in this agreement shall be treated as being by way of example and shall not limit the general applicability of any preceding words;
- (d) reference to any legislation shall be to that legislation as amended, extended or re-enacted from time to time and to any subordinate provision made under that legislation; and
- (e) words in the singular include the plural and vice versa.

### 2. APPOINTMENT OF THE RESELLER

- 2.1 Tyk appoints the Reseller, subject to the terms set out in this agreement, to be an authorised reseller, on a non-exclusive basis, for the distribution, licensing and supply of the Software, during the Term, in the Territory. The Reseller shall promptly notify Tyk in relation to a Customer's request for the Software. The Reseller shall not agree prices with a Customer in relation to the Software without the prior written consent of Tyk. The Reseller shall not publish any and all fees related to the Software.
- 2.2 Notwithstanding any use of the words "sale", "re-sell" or similar expression in this agreement, the Software is licensed, and not sold, and the Reseller is only granted the licensed rights set out in clause 5.1.
- 2.3 The Reseller shall not act, nor hold itself out as being, a subsidiary, franchisee, partner, agent or representative of Tyk or otherwise associated with Tyk except as the holder of this distributorship. The Reseller shall not make or give any representation, warranty, condition or guarantee, enter into

any agreement or contract, incur any liability or do any other act in the name, or on behalf of, Tyk and shall not in any way pledge the credit of Tyk and shall not permit any Reseller Personnel to do any of the foregoing.

- 2.4 The Reseller shall not sell the Software through a sales agent or to a sub-distributor or similar without the prior express written permission of Tyk. Where Tyk agrees to any such appointment, the Reseller shall ensure that it enters into a written contract with such sales agent, sub-distributor or reseller on terms which provide at least the same level of protection to Tyk as set out in this agreement.

### 3. DUTIES OF THE RESELLER

- 3.1 During the Term, the Reseller shall use its best endeavours to promote the sales of the Software and will, at all times, act in good faith in its dealings with Tyk. The Reseller shall, at its own expense and, unless otherwise expressly provided, at all times during the Term:
  - (a) maintain, to the reasonable satisfaction of Tyk, sufficiently trained Reseller Personnel to enable the Reseller to perform its obligations under this agreement, and for that purpose, participate in any training programmes offered, from time to time, by Tyk;
  - (b) during the Term, and for a period of twelve months from the Effective Date, not, and will procure that none of its Group Members shall (whether directly or indirectly, whether alone or jointly with any third party, and whether for itself or for or on behalf of any third party, except with Tyk's prior written consent, be involved or interested, in any way, in the development, advertising, marketing, promotion, licensing or supply of any product which is the same as or equivalent to or competes with the Software);
  - (c) provide, to the reasonable satisfaction of Tyk, an adequate sales service and promptly advise Tyk (with sufficient detail, including qualifying information as required by Tyk from time to time) of any and all orders for the Software placed by Customers and accepted by the Reseller;
  - (d) provide in its own name, and to the reasonable satisfaction of Tyk, adequate after-sales (as detailed in Schedule 3) services in relation to the Software it supplies to Customers;

- (e) not license or supply the Software or Services at a price exceeding any maximum re-sale price specified in writing, by Tyk;
- (f) promptly submit to Tyk full written details of any complaints relating to the Software or Services; and
- (g) promptly keep Tyk informed of all applicable laws, regulatory requirements, mandatory standards and codes of practice of any competent authority affecting the licensing and/or supply of the Software or the Services.

3.2 Each party acknowledges and agrees that the provisions of clause 3.1(b) are reasonable and necessary to protect Tyk's legitimate business interests and that, having regard to that fact, those provisions do not cause undue hardship to the Reseller and that the Reseller has had the opportunity to take independent advice in relation to the foregoing.

3.3 The Reseller will ensure that Tyk is informed promptly of anything of which the Reseller becomes aware that may have an adverse impact on the ability of the Reseller to fulfil its obligations under this agreement.

**4. SUPPLY OF THE SOFTWARE**

4.1 On receipt of the Payment, Tyk will supply the Reseller or Customer (as applicable) with access to the applicable Software and Services for the benefit of the applicable Customer. Any dates quoted for delivery are approximate only, and Tyk shall not be liable for any delay in delivery of the Software or Services.

4.2 Reseller agrees that Tyk is entitled to make changes and/or updates to the Software and Services, and that such changes and/or updates may result in changes to (i) the appearance of the Services and/or (ii) the functionality of the Software and Services (such changes will not be materially detrimental to Customer). Any material detrimental changes will be notified to the Reseller as soon as reasonably practicable.

4.3 The Reseller shall, unless otherwise agreed on the Global Order Form, pay for broadening the scope of the licences to cover the unauthorised use by Reseller or a Customer, as a result of the Reseller's wrong doing, bad faith or negligence, which shall be an amount equal to the fees which Tyk would have levied (in accordance with its normal commercial terms then current, together with interest at the rate provided for in clause 6.3) had it licensed any such unauthorised use from the date when such use commenced to the date of payment.

4.4 Reseller and/or Tyk (as applicable) shall provide support services as outlined in Schedule 3 of this Agreement.

**5. GRANT AND SCOPE OF LICENCE**

5.1 In consideration of the Payment and subject to Reseller's compliance with this agreement, Tyk grants the Reseller a non-exclusive, non-transferable, royalty-free, revocable and limited licence, to:

- (a) on a rolling 12 month basis (each "rollover" to be subject to Tyk's prior written consent to the same), install the Software on the Reseller's own hardware, within its own operating environment, to use them for the purposes of:
  - (i) training Reseller Personnel in the marketing, distribution, licensing, supply and support of the Software;
  - (ii) providing product demonstrations to prospective Customers; and
- (b) for the Term, distribute, license and supply the relevant Software (and, as applicable) the Services to the relevant Customer, solely for such Customer's commercial and non-commercial use, during the relevant licence term and/or other relevant licensing parameters, under which Tyk permits the Software to be licensed to Customers. The Reseller shall be responsible for ensuring that each Customer is correctly and fully licensed in accordance with Tyk's licensing parameters.

5.2 Except as expressly permitted by this agreement or authorised in writing by Tyk, the Reseller shall:

- (a) not provide any third party who is not a Customer with access to the Software;
- (b) not provide a Customer with access to the Software in excess of the Customer's Tyk-approved access;
- (c) notify Tyk as soon as it becomes aware of any unauthorised use of the Software by any person;
- (d) unless otherwise prior agreed in writing by Tyk, ensure that Customers are aware of and accept the EULA before accessing, using or benefiting from the Software or Services;
- (e) avoid deceptive, misleading or unethical practices or behaviours that are, or might be, detrimental to Tyk, the Software or the public and shall not publish or employ, or co-operate in the publication or employment of, any false, misleading or deceptive advertising material or other representations with regard to Tyk and/or the Software;
- (f) not translate, modify, adapt or create derivative works from the Software;
- (g) not attempt to discover or gain access to the source code for the Software or reverse engineer, modify, decrypt, extract, disassemble or decompile the Software (except strictly to the extent that the Reseller is permitted to do so under applicable law in circumstances under which Tyk is not lawfully entitled to restrict or prevent the same), including (without limitation) in order to:
  - (i) build a competitive product or service;
  - (ii) build a product using similar ideas, features, functions or graphics of the Software; or
  - (iii) copy any ideas, features, functions or graphics of the Software;

	<ul style="list-style-type: none"> <li>(h) not attempt to interfere with the proper working of the Software and, in particular, must not attempt to circumvent security, licence control or other protection mechanisms, or tamper with, hack into or otherwise disrupt the Software or any associated website, computer system, server, router or any other internet-connected device;</li> <li>(i) not introduce any software virus or other malware that may infect or cause damage to the Software;</li> <li>(j) not obscure, amend or remove any copyright notice, trade mark or other proprietary marking on, or visible during the operation or use of, the Software or other documentation provided by Tyk;</li> <li>(k) not use the Software for military purposes; and/or</li> <li>(l) not use the Software to provide material support or resources (or to conceal or disguise the nature, location, source, or ownership of material support or resources) to any organisation(s) subject to any United Nations, U.S.A., E.U. or United Kingdom prohibitions or sanctions nor to any organisation(s) based in any country sanctioned by the same;</li> </ul>	<p>and shall not permit any third party to do any of the foregoing.</p> <p>5.3 The Reseller acknowledges and agrees that the Software, including, its source code, algorithms, sequence and ordering, is the Confidential Information of Tyk and a trade secret. The Reseller agrees it will take all measures as may be necessary to ensure that the Software and Licence Key retain their status as a trade secret.</p> <p>5.4 The Reseller shall, upon request, certify to Tyk its compliance with the terms and licence restrictions set out in this agreement, and provide appropriate opportunity to Tyk to verify the same, by way of an audit (to be conducted by Tyk or an independent third party). If any audit results in the Reseller being notified that it is not in compliance with its obligations under this agreement, the Reseller shall immediately take all actions necessary (at its sole cost and expense) to remedy the issue and to bring itself into compliance.</p>	<p>applicable taxes, duties, imposts, levies and governmental charges of any kind (except for taxes exclusively attributable to Tyk's income), which the Reseller shall be additionally liable to pay to Tyk.</p> <p>6.3 If the Reseller fails to make any payment due to Tyk under this agreement by the due date for payment, then without limiting Tyk's remedies under clause 18, the Reseller shall pay interest on the overdue amount at the rate of 2% of the outstanding balance per month, or the maximum permitted by law, whichever is lower. Such interest shall accrue on a daily basis from the due date until actual payment of the overdue amount, whether before or after judgment. The Reseller shall pay the interest together with the overdue amount.</p>
6.	<b>CHARGES, INVOICING AND PAYMENT</b>		<b>REPORTS AND REVIEW MEETINGS</b>
6.1	The Reseller shall pay the Payment to Tyk in accordance with the Payment Terms as set out on the Global Order Form. The Reseller must pay in full, without deduction, set off or withholding of any kind. In the event of any dispute as to the Payment, the Reseller shall pay the amount in full pending the resolution of such dispute and Tyk shall make any adjustment due immediately upon such resolution. Except as otherwise specified in this agreement, Reseller's and Customers' payment obligations are non-cancelable and the Payment, once paid, is non-refundable.	7.1	<p>The Reseller shall:</p> <ul style="list-style-type: none"> <li>(a) On Tyk's request, attend monthly conference calls to advise Tyk of progress and development of the market for the Software, all regulations affecting its distribution, licensing and supply, and prospects and Customers ("Verbal Reports") provided that Tyk may increase or decrease the frequency of Verbal Reports at its sole discretion;</li> <li>(b) make available to Tyk full, accurate and complete reports and/or returns of the total number of Customers, the total quantity and type of licences purchased by such Customers (collectively), and such further information as Tyk may reasonably request from time to time.</li> </ul>
6.2	Unless otherwise expressly provided in this agreement and/or the Global Order Form, all amounts referred to in this agreement are exclusive of value added tax ("VAT") or other applicable sales tax which, where chargeable by Tyk, shall be payable by the Reseller at the rate and in the manner prescribed by law. They are also exclusive of any other	7.2	<p>On Tyk's request, attend monthly conference calls ("Review Meeting") to discuss the Reseller's performance of its obligations under this agreement and any specific issues in connection with the distributorship, provided that Tyk may increase or decrease the frequency of Review Meetings at its sole discretion. The Reseller shall ensure the availability of all appropriate Reseller Personnel to attend and participate in such meetings.</p>
		7.3	<p>The Reseller shall prepare for and present at such Review Meetings a detailed analysis of its activities to date and, if requested by Tyk, provide further detail in those areas and on those issues which Tyk may wish to focus on at a particular meeting.</p>
		7.4	<p>One month prior to expiry of the Term, if deemed necessary by Tyk, the parties shall undertake a review of all aspects of the relationship between the parties in respect of the distributorship which shall include a review of:</p> <ul style="list-style-type: none"> <li>(a) sales, trading and market conditions;</li> <li>(b) new Software, changes and improvements to existing Software, any complaints and any potential to increase demand for the Software;</li> <li>(c) the Reseller's performance over the Term;</li> <li>(d) working relationships and procedures;</li> </ul>

- (e) the scope of this agreement; and
- (f) any other matters nominated by Tyk.

## 8. ADVERTISING, MARKETING AND PROMOTION

### 8.1 The Reseller shall:

- (a) request consent for use of the Tyk logo outside the scope of Tyk's branding guidelines as updated by Tyk from time to time, provided that such consent will not be required for Reseller internal use or non-publishable proposals for Customers (subject to such branding guidelines being followed);
- (b) place a prominent link to Tyk's website on the Reseller's website;
- (c) contribute to, and agree, a joint case study in relation to the Software and Services between Reseller and Tyk, and use its best efforts to procure a joint case study in relation to the Software and Services between Customer and Tyk, in each case, for use in Tyk's marketing campaigns; and
- (d) observe all reasonable directions and instructions given to it by Tyk for the advertising, marketing and promotion of the Software and Services.

8.2 Within six months of the Effective Date (such period may be extended by mutual agreement of the parties), the parties shall attend a meeting to discuss and propose a marketing plan for the Territory, and associated costs, in good faith. Final decisions in respect of the marketing plan shall be at Tyk's sole discretion.

## 9. INTELLECTUAL PROPERTY RIGHTS

- 9.1 Nothing in this agreement shall cause the ownership of any Intellectual Property Rights belonging to one party to be transferred to the other.
- 9.2 Tyk authorises the Reseller, during the Term, and on a non-exclusive basis, to use Tyk's trade name and such of its trademarks or logos as Tyk may, from time to time, expressly designate in writing (collectively, "Brands") in relation to the Software, subject to the terms set out in this agreement.
- 9.3 The Reseller acknowledges and agrees that:
  - (a) ownership of the Brands, and of the goodwill connected with the Brands, is and will remain the property of Tyk or its third party licensors, and use of the Brands by the Reseller is use on behalf of and under licence (or sub-licence) from Tyk;
  - (b) the goodwill in the Brands which the Reseller derives by use of the Brands, or by being connected with the Brands in the course of trade (whether arising at common law or otherwise), shall accrue to Tyk, together with all rights of action, and the Reseller hereby assigns the same to Tyk without payment. The Reseller will, at Tyk's request and expense (as to out-of-pocket expenses only), promptly take all steps and do all acts and things and execute all documents

and deeds as reasonably requested by Tyk for giving full effect to the terms of this clause 9.3(b); and

- (c) Tyk makes no representation and gives no warranty that use of the Brands does not infringe any rights not owned by Tyk or that any registrations of the Brands now or subsequently obtained is/are (or will be) valid or will be kept in force.

9.4 The Reseller shall promptly notify Tyk of any third party infringement (including where there are reasonable grounds to suspect an infringement), misuse of, application to register, or registration of any of the Brands (or of the use or registration of, or any attempt to register, any word, logo, mark or sign similar to any of the Brands) or Software which come to its knowledge but shall not be entitled to write to the infringer, or raise any claim or bring any proceedings in respect of such infringement, misuse, application to register or registration nor to require Tyk to do so.

9.5 Tyk shall not be obliged to bring or defend any proceedings whether for infringement or otherwise in relation to any of the Brands or Software if it decides not to do so and the Reseller shall not be entitled to bring or defend such proceedings and the provisions of section 30 of the Trade Marks Act 1994 are expressly excluded.

9.6 The Reseller shall, at the request of Tyk, give full cooperation to Tyk (including provision of any relevant information in its possession) in respect of any action, claim or proceedings brought or threatened in respect of any of the Brands and/or Software and Tyk shall meet all pre agreed and reasonable out-of-pocket expenses incurred by the Reseller to any third party in giving such assistance.

9.7 In any infringement, opposition, revocation or invalidity proceedings which are brought by Tyk, Tyk shall be entitled to claim in respect of a loss suffered or likely to be suffered by the Reseller but Tyk shall be entitled to retain solely any and all damages and/or the proceeds of any other pecuniary remedy awarded in respect of such a claim and the provisions of section 30(6) of the Trade Marks Act 1994 are expressly excluded.

9.8 The Reseller acknowledges that it may create Intellectual Property Rights by improving or suggesting improvements of Software or Services to Tyk. Any and all such improvements suggested by the Reseller which result in the creation of Intellectual Property Rights shall be owned by Tyk. The Reseller hereby assigns any and all rights to such Intellectual Property Rights to Tyk and waives its moral rights in respect thereof. The Reseller shall execute and deliver such documents and perform such acts as may be required for the purpose of giving full effect to this clause 9.8.

## 10. WARRANTIES

10.1 Each party represents, warrants and undertakes that:

- (a) It has full capacity and authority and all necessary consents to enter into and to perform this agreement and to grant the rights and licences referred to in this agreement and that this agreement is executed by its duly authorised representative and represents a binding commitment on it; and

(b) it shall comply with all applicable laws, regulatory requirements, mandatory standards and codes of practice of any competent authority for the time being in force (including those pertaining to the importing and exporting of goods), including identifying, obtaining and maintaining all relevant approvals, authorisations, certifications, consents, licences and permits as may be required by applicable law, in its performance of its obligations under this agreement.

10.2 Tyk warrants that:

- (a) it has the right to enter into this agreement and to appoint the Reseller and license the Software as contemplated by this agreement; and
- (b) the Software shall, under normal operating conditions, substantially conform to the functionality described in the specifications as set out on the relevant product pages at Tyk's website.

10.3 The Reseller acknowledges that any Open-Source Software provided by Tyk is provided "as is" and expressly subject to the disclaimer in clause 10.4.

10.4 Except as expressly set out in this agreement and subject only to clauses 10.1 and 10.2, no implied conditions, warranties or other terms, including any implied terms relating to satisfactory quality or fitness for any purpose, will apply to the Software or to anything supplied or provided by Tyk under this agreement. In particular, Tyk does not warrant that the operation of any Software will be uninterrupted, contaminant-free or error-free, or that it will meet the Reseller's or any Customer's requirements.

10.5 If any of the warranties in clauses 10.1 and 10.2 are breached, the Reseller must notify Tyk as soon as possible. The Reseller must give Tyk a reasonable time to fix the problem, including (in Tyk's discretion) by making available a corrected version of the Software or a reasonable way to work around the problem that is not materially detrimental to the Reseller and/or by re-performing any relevant services. This will be done without any additional charge to the Reseller. If Tyk is able to do this within a reasonable time, this shall be the Reseller's sole and exclusive remedy in relation to such breach and Tyk will, subject to clauses 10.1 and 10.2, have no other obligation or liability in relation to such breach.

10.6 In the event of any breach of any of the representations and warranties set out in clause 10, in addition to any other right or remedy available to Tyk under this agreement or otherwise, the Reseller agrees promptly to take (at no additional cost or expense to Tyk) whatever action is necessary to remedy such breach, time being of the essence.

**11. INDEMNITIES**

11.1 The Reseller shall indemnify Tyk against all loss or damage that it incurs or suffers however arising as a result of or in connection with:

- (a) any claim made by any third party arising out of or in connection with the Reseller's dealings with, and/or activities in relation to, any of the Software or Services to the extent that such claim arises as a result of any breach of this agreement by, or the negligence of, the Reseller or any Reseller Personnel; and/or
- (b) any breach of the Reseller's obligations under this agreement.

11.2 Wherever an indemnity is given in this agreement by one party ("Indemnifying Party") to the other ("Indemnified Party"), such indemnity shall be conditional upon:

- (a) the Indemnified Party promptly notifying the Indemnifying Party in writing of any claim in respect of which it is obliged under this agreement to indemnify and of which the Indemnified Party has notice (an "Indemnified Claim");
- (b) the Indemnified Party not admitting any liability or agreeing to any settlement or compromise of an Indemnified Claim without the prior written consent of the Indemnifying Party;
- (c) the Indemnifying Party being, at any time from notification in accordance with clause 11.2(a), at the Indemnifying Party's request, cost and expense, entitled to assume exclusive conduct of the Indemnified Claim (which shall include the right to conduct any proceedings or action in relation to, negotiate the settlement of, and to conduct all discussions and dispute resolution efforts in connection with the Indemnified Claim, provided that no settlement of a claim which would involve any admission of fault or liability on the part of the Indemnified Party shall be entered into without the Indemnified Party's prior written consent); and
- (d) the Indemnified Party, at the Indemnifying Party's request, cost and expense, giving the Indemnifying Party all reasonable assistance in connection with the conduct of the Indemnified Claim.

**12. EXCLUSIONS AND LIMITATIONS**

12.1 NEITHER PARTY'S LIABILITY:

- (a) FOR DEATH OR PERSONAL INJURY CAUSED BY ITS NEGLIGENCE;
- (b) FOR FRAUDULENT MISREPRESENTATION OR FOR ANY OTHER FRAUDULENT ACT OR OMISSION;
- (c) TO PAY SUMS PROPERLY DUE AND OWING TO THE OTHER IN THE NORMAL COURSE OF PERFORMANCE OF THIS AGREEMENT;
- (d) UNDER ANY EXPRESS INDEMNITY CONTAINED IN THIS AGREEMENT;
- (e) ANY BREACH OF THE RESELLER'S OBLIGATIONS UNDER CLAUSES 11.1; OR
- (f) FOR ANY OTHER LIABILITY WHICH MAY NOT LAWFULLY BE EXCLUDED OR LIMITED;

IS EXCLUDED OR LIMITED BY THIS AGREEMENT, EVEN IF ANY OTHER TERM OF THIS AGREEMENT WOULD OTHERWISE SUGGEST THAT THIS MIGHT BE THE CASE.

12.2 TYK SHALL NOT IN ANY CIRCUMSTANCES HAVE ANY LIABILITY FOR ANY LOSSES OR DAMAGES WHICH MAY BE SUFFERED BY THE RESELLER (OR ANY PERSON CLAIMING UNDER OR THROUGH THE RESELLER), WHETHER THE SAME ARE SUFFERED DIRECTLY OR INDIRECTLY OR ARE IMMEDIATE OR CONSEQUENTIAL, AND WHETHER THE SAME ARISE IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE HOWSOEVER, WHICH FALL WITHIN ANY OF THE FOLLOWING CATEGORIES:

- (a) SPECIAL DAMAGE EVEN IF TYK WAS AWARE OF THE CIRCUMSTANCES IN WHICH SUCH SPECIAL DAMAGE COULD ARISE;
- (b) LOSS OF PROFITS;
- (c) LOSS OF ANTICIPATED SAVINGS;
- (d) LOSS OF BUSINESS OPPORTUNITY;
- (e) LOSS OF GOODWILL;
- (f) LOSS OR CORRUPTION OF DATA.

12.3 SUBJECT TO CLAUSE 12.1, TYK SHALL NOT BE LIABLE, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), BREACH OF STATUTORY DUTY, UNDER ANY INDEMNITY OR OTHERWISE, FOR ANY LOSS, DAMAGE, EXPENSE OR LIABILITY INCURRED OR SUSTAINED AS A RESULT OF:

- (a) THE USE OF ANY SOFTWARE EXCEPT FOR THEIR NORMAL INTENDED PURPOSE;
- (b) ANY ADAPTATION OR MODIFICATION OF ANY SOFTWARE, OR INTEGRATION OR COMBINATION WITH ANY OTHER PRODUCT OR MATERIAL NOT SUPPLIED BY TYK, IN EACH CASE CARRIED OUT BY ANYONE OTHER THAN TYK OR WITHOUT TYK'S EXPRESS WRITTEN CONSENT;
- (c) ANY DEFECT ARISING IN ANY SOFTWARE AS A RESULT OF MISUSE, WILFUL DAMAGE, NEGLIGENCE ON THE PART OF ANYONE OTHER THAN TYK, ABNORMAL OPERATING CONDITIONS OR ANY FAILURE BY THE RESELLER TO FOLLOW ANY INSTRUCTIONS OF TYK AS TO INSTALLATION, USE OR MAINTENANCE;
- (d) THE COMPLIANCE BY TYK WITH ANY DESIGN, SPECIFICATION OR INSTRUCTIONS PROVIDED BY ON BEHALF OF THE RESELLER;
- (e) ANY MATERIALS PROVIDED BY ON BEHALF OF THE RESELLER; AND/OR
- (f) THE CONTINUED USE OF A VERSION OR RELEASE OF ANY SOFTWARE AFTER TYK HAS MADE AN ALTERNATIVE VERSION OR RELEASE OF SUCH SOFTWARE AVAILABLE TO THE RESELLER, TO THE EXTENT THAT ANY CLAIM IN RESPECT OF WHICH TYK WOULD OTHERWISE BE OBLIGED, UNDER THIS AGREEMENT, TO INDEMNIFY WOULD HAVE BEEN AVOIDED BY THE USE OF SUCH ALTERNATIVE VERSION OR RELEASE.

12.4 SUBJECT TO CLAUSES 12.1 AND 12.2, TYK'S TOTAL LIABILITY ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ITS

SUBJECT MATTER AND TO ANYTHING WHICH IT HAS DONE OR NOT DONE IN CONNECTION WITH THE SAME (WHETHER FROM BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), BREACH OF STATUTORY DUTY OR OTHERWISE) SHALL BE LIMITED, IN RESPECT OF EACH EVENT OR SERIES OF CONNECTED EVENTS, TO THE GREATER OF: (A) 150% OF THE TOTAL OF ALL AMOUNTS PAID AND AMOUNTS PAYABLE BY THE RESELLER UNDER THIS AGREEMENT IN THE 12-MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO SUCH LIABILITY (OR, IN THE CASE OF A SERIES OF CONNECTED EVENTS, THE FIRST SUCH EVENT); OR (B) £1,000,000.

### 13. INSURANCE

Without prejudice to the Reseller's obligations and liabilities under this agreement, the Reseller shall effect and maintain in force for the duration of this agreement, with reputable and substantial insurers, such policies of insurance as are sufficient for a business of the Reseller's type, including product liability insurance, professional indemnity insurance and public liability insurance. The Reseller shall, on Tyk's request, produce the insurance certificate giving details of cover of each such insurance.

### 14. CONFIDENTIALITY

14.1 Each party shall:

- (a) keep confidential all Confidential Information of the other party which it receives in connection with this agreement;
- (b) not copy or reproduce any part of it without the prior written approval of the other party, except as strictly necessary for the performance of its obligations under this agreement;
- (c) apply to it no lesser security measures and degree of care than those which it takes in protecting its own Confidential Information and in any event no less than that which a reasonable person or business would take in protecting its own confidential information;
- (d) only use such Confidential Information as strictly necessary for the performance of, or exercise of its rights under, this agreement;
- (e) subject to clause 14.2, not disclose such Confidential Information to any third party (other than its affiliates, officers, employees, agents, professional advisors, contractors and subcontractors on a 'need to know' basis as strictly required for the purposes of this agreement and subject to each such person being bound by an obligation of confidentiality equivalent to this clause 14); and
- (f) promptly, upon request and, in any event, upon termination of this agreement (for whatever reason), return to the other party all materials (in whatever form) incorporating, embodying or recording any such Confidential Information (including, without limitation, copies of License Keys) in its possession or control and, if requested by the other party, certify in writing that it has done so.

14.2	Either party may disclose the other's Confidential Information to the extent required by law or by any court, tribunal, regulator or other authority with competent jurisdiction to order its disclosure (but only to the extent of such requirement).	without limitation, sanctions law.
14.3	Either party may disclose that the Reseller has been appointed as an authorised reseller of Tyk.	
<b>15. PROTECTION AND PROCESSING OF PERSONAL DATA</b>		
15.1	Each party will comply with all applicable data protection laws and obtain and maintain all necessary registrations and consents required under such data protection laws in order to allow that party to perform its obligations under this agreement.	
15.2	Reseller acknowledges and agrees that Tyk may use aggregate data derived from Reseller's use of the Software and Services hereunder provided that Tyk has anonymized such data so that it is not capable of identifying any individual.	
<b>16. TERM</b>		
16.1	This agreement shall commence on the Effective Date and shall, unless sooner terminated in accordance with its terms, continue for the Term.	
16.2	If no EULA is outstanding, then this agreement may be terminated at each party's convenience on 30 days prior written notice to the other party.	
<b>17. TERMINATION</b>		
17.1	Either party may immediately terminate this agreement at any time by giving the other written notice if:	
	(a) the other materially breaches any term of this agreement and it is not possible to remedy that breach;	
	(b) the other materially breaches any term of this agreement and it is possible to remedy that breach, but the other fails to do so within 30 days of being requested in writing to do so;	
	(c) the other party becomes insolvent, makes composition with its creditors, has a receiver or administrator of its undertaking or the whole or a substantial part of its assets appointed, or an is order made, or an effective resolution is passed, for its administration, receivership, liquidation, winding-up or other similar process, or has any distress, execution or other process levied or enforced against the whole or a substantial part of its assets (which is not discharged, paid out, withdrawn or removed within 28 days), or is subject to any proceedings which are equivalent or substantially similar to any of the foregoing under any applicable jurisdiction, or ceases to trade or threatens to do so; or	
	(d) the performance or execution of this agreement, by either party, breaches (or is reasonably expected to breach) any applicable law or regulation, including,	
<b>18. CONSEQUENCES OF TERMINATION</b>		
18.1	Termination of this agreement will not affect the continuance in force, in accordance with its terms, of any licence granted by Tyk under or in connection with this agreement prior to its termination. If this agreement is terminated, the Reseller shall, if so required by Tyk, procure the novation or assignment to Tyk of all then-current contracts with Customers or Reseller (as applicable) prior to the termination of this agreement. The Reseller shall ensure that, when entering into such contracts, the relevant Customers each agree to such novation or assignment, if required by Tyk.	
18.2	Termination of this agreement for any reason will not affect:	
	(a) any accrued rights or liabilities which either party may have by the time termination takes effect; or	
	(b) the coming into force or the continuation in force of any of its provisions that expressly or by implication are intended to come into force or continue in force on or after termination.	
18.3	Upon termination of this agreement for any reason:	
	(a) the Reseller shall immediately cease to describe itself or hold itself out as a reseller of Tyk;	
	(b) the Reseller shall immediately discontinue all use of the Brands and any advertising, marketing and promotional literature, product information and other materials supplied by Tyk and shall promptly, at Tyk's direction, destroy or return the same to Tyk (and without limitation remove any Tyk website link from the Reseller website);	
	(c) in the event that Customers seek to renew their agreement, Tyk shall be permitted to enter a direct agreement with the Customer without compensation or liability to the Reseller; and	
	(d) the Reseller shall have no claim against Tyk, as a result of the termination, in accordance with its terms, of this agreement, for compensation of any kind, including, without limitation, for loss of distribution rights, loss of opportunity or goodwill or any similar loss.	
<b>19. FORCE MAJEURE</b>		
19.1	Except in respect of non-payment, neither party will be liable to the other for any failure or delay in performing its obligations under this agreement which arises because of any circumstances which it cannot reasonably be expected to control (which shall include Act of God, explosion, flood, tempest, fire or accident, war or threat of war, sabotage, insurrection, civil disturbance or requisition, acts, restrictions, regulations, bye-laws, prohibitions or measures of any kind on the part of any governmental, parliamentary or local authority, import or export regulations or embargoes, pandemics or epidemics, strikes, lock-outs or other industrial actions or trade disputes (whether involving personnel of Tyk or a third party), difficulties in obtaining raw materials, labour, fuel, parts or machinery or	

breakdown in machinery, or interruption or failure of the Internet or of any network, telecommunications, power supply or infrastructure, or any provider of any of the foregoing, but shall not include shortage or lack of available funds on the part of the Reseller), provided that it:

- (a) notifies the other in writing as soon as reasonably practicable about the nature and extent of the circumstances and likely effects;
- (b) uses all reasonable efforts to resume performance as soon as reasonably practicable; and
- (c) uses all reasonable efforts to mitigate the effects of the circumstances so as to minimise or avoid any adverse impact on the other;
- (d) could not have avoided the effects of the circumstances by taking steps that it ought reasonably to have taken in light of the matters known to it before the circumstances arose.

## 20. GENERAL

20.1 The Reseller may not sub-license or assign, sub-contract or delegate any or all of its rights or obligations under this agreement without the prior written consent of Tyk. Tyk may sub-license or assign any or all of its rights under this agreement, without the Reseller's consent, provided it notifies the Reseller in writing if it does so.

20.2 In the event that Tyk consents to the Reseller sub-contracting performance of its obligations, the Reseller will remain liable for performance of the relevant obligations and shall procure that the sub-contractor complies with all relevant provisions of this agreement applying to performance of the obligations concerned.

20.3 All notices and consents relating to this agreement (but excluding any proceedings or other documents in any legal action) must be in writing. Notices must be sent to the address of the Reseller set out in the Global Order Form or otherwise notified by the Reseller in accordance with this agreement. Notices must be sent to the address and email address of Tyk as set out in clause 20.16 or otherwise notified by the Tyk from time to time. Notices sent by post shall be sent by first class recorded delivery or registered post or other form of certified or registered mail (and sent by air mail if posted to or from a place outside the United Kingdom). Notices shall be treated as having been delivered:

- (a) if sent by certified or registered mail, two days after the date of posting (or, if sent by air mail, seven days after the date of posting); and
- (b) if sent by email, at close of business on the next working day after delivery to the recipient of the email.

This clause does not apply to the service of any proceedings or other documents in any legal action.

20.4 Unless the parties expressly agree otherwise in writing, if a party:

- (a) fails to exercise or delays exercising or only exercises

partially any right or remedy provided under this agreement or by law; or

- (b) agrees not to exercise or to delay exercising any right or remedy provided under this agreement or by law;

then that party shall not be deemed to have waived and shall not be precluded or restricted from further exercising that or any other right or remedy.

20.5 Except as expressly provided in this agreement, the rights and remedies provided under this agreement are in addition to, and not exclusive of, any rights or remedies provided by law.

20.6 If any provision of this agreement is held for any reason to be ineffective or unenforceable, this shall not affect the validity or enforceability of any other provision of this agreement or this agreement as a whole. If any provision of this agreement is so found to be ineffective or unenforceable but would be effective or enforceable if some part of the provision were deleted, the provision in question shall apply with such modification as may be necessary to make it effective and enforceable.

20.7 Each party confirms it is acting on its own behalf and not for the benefit of any other person.

20.8 All variations to this agreement must be agreed, set out in writing and signed on behalf of both parties before they take effect.

20.9 Except to the extent that this agreement expressly provides otherwise, nothing in this agreement shall or is intended to create a partnership or joint venture between the parties, constitute one party as agent of the other or give either party authority to make or enter into commitments, assume liabilities or pledge credit on behalf of the other party. Neither party may act as if it were, or represent (expressly or by implying it) that it is, an agent of the other or has such authority.

20.10 A person who is not a party to this agreement shall not have any rights under or in connection with it, whether under the Contracts (Rights of Third Parties) Act 1999 or its equivalent under applicable laws.

20.11 Each party acknowledges that, in entering into this agreement and the documents referred to in it, it does not rely on any statement, representation, assurance or warranty (whether it was made negligently or innocently) of any person (whether a party to this agreement or not) other than as expressly set out in this agreement or those documents ("Representation").

20.12 Each party agrees that the only rights and remedies available to it arising out of or in connection with a Representation shall be for breach of contract.

20.13 The Reseller shall:

- (a) comply with all applicable laws, statutes, regulations and codes relating to anti-bribery and anti-corruption, including the Bribery Act 2010 ("Bribery Act");
- (b) have and shall maintain in place throughout the Term its own policies and procedures (copies of which will be

made available to Tyk upon request), including adequate procedures to ensure compliance with the Bribery Act as informed by the principles outlined in the guidance to the Bribery Act, and will enforce them where appropriate;

(c) promptly report to Tyk any request or demand for any undue financial or other advantage of any kind received by the Reseller in connection with the performance of this agreement; and

(d) procure that all associated persons (as defined in the Bribery Act) of the Reseller will comply with clauses 20.10(a) to (c).

A breach of this clause 20.1 by the Reseller shall constitute a material breach entitling the Reseller to terminate this agreement immediately on written notice.

20.14 Each party agrees to the applicable governing law in the Table at clause 20.16 without regard to choice or conflicts of law rules, and to the exclusive jurisdiction of the applicable courts in the same clause.

20.15 The table below specifies the Tyk entity that has entered into this agreement, the address and email address to which Reseller should direct notices under this agreement, the law that will apply in any dispute or lawsuit arising out of or in connection with this agreement, and the courts that have jurisdiction over any such dispute or lawsuit, and, in each case, depend on where Reseller is domiciled:

**20.16 Legal Information**

*Reseller is domiciled in: United Kingdom or a country in Europe, the Middle East or Africa:*

(a) Tyk entity: Tyk Technologies Ltd

(b) Address for notices: Huckletree 199 Bishopsgate, Broadgate, London EC2M 3TY, Email: [legal@tyk.io](mailto:legal@tyk.io), Attention: Legal Department

(c) Governing law: England

(d) Courts with exclusive jurisdiction: London, England.

*Reseller is domiciled in: The United States of America, Mexico or a country in Central or South America or the Caribbean:*

(a) Tyk entity: Tyk Technologies Inc.

(b) Address for notices: Coda, 4th Floor, 756 W Peachtree St NW, Atlanta, GA 30308, UNITED STATES OF AMERICA, Email: [legal@tyk.io](mailto:legal@tyk.io), Attention: Legal Department

(c) Governing law: State of New York

(d) Courts with exclusive jurisdiction: State of New York.

*Reseller is domiciled in: Singapore or a country in Asia or the Pacific region:*

(a) Tyk entity: Tyk Technologies Pte. Ltd.

(b) Address for notices: Found8, High Street Centre, 1 North Bridge Road, #08-08, Singapore 179094, SINGAPORE, Email: [legal@tyk.io](mailto:legal@tyk.io), Attention: Legal Department

(c) Governing law: England

(d) Courts with exclusive jurisdiction: London, England.

## **SCHEDULE 1** **DEFINITIONS**

The words and expressions contained within the agreement shall have the following meanings:

**"Cloud Services"** means any Tyk Cloud products and services;

**"Confidential Information"** means all information (whether written, oral or in some other form) disclosed to or obtained by one party (whether directly or indirectly) from the other (whether before or after the signing of this agreement), including all information relating to that other's, or any of its Group Members' business, operations, systems, processes, products, trade secrets, know-how, contracts, finances, plans, strategies or current, former or prospective clients, customers, partners or suppliers (together with copies made of any of the foregoing) and which information is marked as being confidential or might reasonably be assumed to be confidential, but excluding information which: (a) is available to the public other than because of any breach of this agreement; (b) is, when it is supplied, already known to whoever it is disclosed to in circumstances in which they are not prevented from disclosing it to others; (c) is independently obtained by whoever it is disclosed to; or (d) is trivial or obvious;

**"Customer"** means any end user customer of the Reseller to whom the Reseller licenses the Software in accordance with this agreement;

**"Effective Date"** means the date on the Global Order Form;

**"EULA"** means Tyk's latest standard form Customer global order form and terms and conditions, as amended from time to time;

**"Global Order Form"** means the additional terms agreed between the parties in Tyk's standard format and defined as a "Global Order Form";

**"Group Member"** means at any relevant time, in relation to any entity, an entity which, directly or indirectly through one or more intermediaries, controls, is controlled by, or is under common control with that entity, where "control" means holding, directly or indirectly, a majority of the voting rights in it, or the power to direct or cause the direction of its management, policies or operations (whether through holding of voting rights, by contract or otherwise);

**"Intellectual Property Rights"** means patents, patentable rights, copyright, design rights, utility models, trade marks (whether or not any of the above are registered), trade names, rights in domain names, rights in inventions, rights in data, database rights, rights in know-how and confidential information, and all other intellectual and industrial property and similar or analogous rights existing under the laws of any country and all pending applications for and right to apply for or register the same (present, future and contingent, and including all renewals, extensions, revivals and all accrued rights of action);

**"Licence Key"** means a data string provided by Tyk that verifies authorized Self-Managed Services access;

**"Open-Source Software"** means open-source software as defined by the Open Source Initiative or the Free Software Foundation which shall include Tyk Open-Source Software;

**"Payment"** means as defined in the Global Order Form;

**"Reseller Personnel"** means the Reseller's employees, workers, contractors and agents and/or those of its authorised

sub-contractors (if any);

**"Service(s)"** means the Software, products and services that are provided by Tyk to Reseller or Customer (as applicable) pursuant to this agreement and/or a EULA (as applicable);

**"Self-Managed Services"** means any Tyk self-managed products and services;

**"Software"** is as defined on the Global Order Form and used by the Reseller and Customer during the subsistence of this agreement which shall exclude any Open Source Software;

**"Support"** refers to the provision of Tyk support services in respect of the Services, as specified in a Global Order Form and (as applicable) further detailed in Schedule 3;

**"Term"** means as detailed on the Global Order Form;

**"Territory"** means the global territory without limitation, excluding any country, region or territory that is the subject or target of any sanctions, including, Afghanistan, Belarus, Crimea, Cuba, Donetsk + Luhansk, Iran, Libya, N. Korea, Russia, Sudan and Syria (as such list is updated by Tyk at its discretion from time to time); and

**"Tyk Open-Source Software"** means Tyk software that has been developed for open-source purposes and is provided to the general public without charge and subject to additional open source license term.



## SCHEDULE 2

### CERTIFICATION LEVELS

<p><b>Certified Partner</b></p>	<p><b>Reseller-sourced:</b> 15% discount to Tyk's standard rates.</p> <p><b>Tyk-sourced:</b> 10% discount to Tyk's standard rates.</p> <p><b>Renewals (Reseller/Tyk-sourced):</b> 10% discount to Tyk's standard rates.</p> <p><b>Marketing Plan:</b> Co-branded web based content. Virtual event participation.</p> <p><b>Enablement:</b> Minimum training applicable to certification - technical.</p> <p><b>Sales Engagement:</b> Deal based engagement.</p>
<p><b>Certified Technical Partner</b></p>	<p><b>Reseller-sourced:</b> 20% discount to Tyk's standard rates.</p> <p><b>Tyk-sourced:</b> 10% discount to Tyk's standard rates.</p> <p><b>Renewals (Reseller/Tyk-sourced):</b> 10% discount to Tyk's standard rates.</p> <p><b>Marketing Plan:</b> Co-branded web based content. Event sponsorship and joint funding for sales growth opportunities (terms to be agreed between parties).</p> <p><b>Enablement:</b> Minimum training applicable to certification - sales and technical.</p> <p><b>Sales Engagement:</b> Deal based engagement. Proactive territory planning.</p> <p><b>Executive Access:</b> Once yearly review with Tyk's Chief Sales Officer or Chief Operating Officer.</p>
<p><b>Certified Digital Transformation Partner</b></p>	<p><b>Reseller-sourced:</b> 25% discount to Tyk's standard rates.</p> <p><b>Tyk-sourced:</b> 10% discount to Tyk's standard rates.</p> <p><b>Renewals (Reseller/Tyk-sourced):</b> 10% discount to Tyk's standard rates.</p> <p><b>Marketing Plan:</b> Co-branded web based content. Event sponsorship and funding for sales growth opportunities (terms to be agreed between parties).</p> <p><b>Enablement:</b> Minimum training applicable to certification - sales and technical and Maturity Assessment.</p> <p><b>Sales Engagement:</b> Deal based engagement. Proactive territory planning. Proactive lead generation.</p> <p><b>Executive Access:</b> Up to twice yearly review with Tyk's Chief Sales Officer or Chief Operating Officer.</p>
<p><b>Reseller</b></p>	<p><b>Reseller-sourced:</b> 15% discount to Tyk's standard rates.</p> <p><b>Tyk-sourced:</b> 10% discount to Tyk's standard rates.</p> <p><b>Renewals (Reseller/Tyk-sourced):</b> 10% discount to Tyk's standard rates.</p> <p><b>Marketing Plan:</b> N/A</p>



**Enablement:** N/A

**Sales Engagement:** Deal based engagement.

*\* All discounts referenced in this Schedule 2 shall apply as applicable, unless, for good reason (to be determined at Tyk's reasonable discretion), no discount or a reduced discount applies.*



### SCHEDULE 3

#### SUPPORT SUMMARY

1. For the purposes of this Support Summary, and Global Order Form (as applicable), the following additional definitions shall apply:

**"Error"** or **"Error Type"** is a reproducible and documented error in a Product operating in a Production Environment that causes the Product to fail to operate in accordance with its specifications. Specific "Severity Levels" for Error Types are further described below as **SLA1**, **SLA2** and **SLA3**, as applicable;

**"Incident"** means the occurrence of an Error;

**"Production Environment"** means any computer system running one or more Products that: a) is being actively used to process data or provide information to the system's users, and b) is not being simultaneously used for development or testing purposes;

**"Product"** means Tyk's Software;

**"Release"** means a major release of a Product, as designated by a change in the first digit of the Product version number (e.g. 2.x, 3.x, 4.x);

**"seat"** is an individual nominated by Customer to report Support Requests to Tyk in respect of Support Services. Tyk will support a maximum number of seats for Customer as designated in a Global Order Form;

**SLA1, SLA2 and SLA3:** mean, as defined below:

Error Type	Definition	Examples
<b>SLA1</b>	Complete failure of any major portion of the application	TYK Gateway unable to restart after failure, in production
<b>SLA2</b>	Loss of a major function of the application	Unable to generate new API tokens, in production, but existing tokens still work
<b>SLA3</b>	Loss of a minor function of the application Support to users regarding Tyk Application functionality	Developer portal not rendering documents correctly Query regarding how to secure an API using HMAC

**"Version"** means code corrections, patches, and minor version releases of the same Product generally released to Tyk customers and designated by a change in the number to the right of the decimal in the version number (e.g. x.4, x.5, x.6).

2. **"Level 3"** Support means general basic assistance of the type that would be expected from a typical help desk. **"Level 2"** Support means assistance of the type that would be expected from a skilled support engineer, including, for example, advanced technical troubleshooting and diagnostics, software correction, and escalating issues as needed to Level 3 Support. **"Level 1"** Support means expert assistance to correct technical errors in the Product including, for example, development of patches and work-arounds.

3. **Reseller's Support Obligations.** Unless otherwise agreed in writing between Tyk and Reseller, Tyk and Reseller will provide Level 3 Support to Customers in accordance with the terms set forth in this "Support Summary". Reseller will provide local language support to the Products to be sold in the Territory.

4. **Deficiencies.** In the event a Customer is dissatisfied with Reseller's Support, or Tyk otherwise reasonably believes that Reseller is not providing such Support in accordance with accepted industry standards, then Tyk will notify Reseller in writing and the parties will work together to resolve the deficiencies. If within thirty days, Tyk does not believe such deficiencies have been resolved, Tyk may require that Reseller cease the provision of Support and allow Tyk to provide such Support directly to the applicable Customer(s). In such event: (a) Reseller will provide reasonable cooperation in the transition of Support to Tyk and, if Reseller was paid in advance for future Support, Reseller will pay Tyk agreed-to amounts for the period of Support to be provided by Tyk; and (b) Tyk may choose to renegotiate the business terms or, if the parties are not able to agree on revised terms, terminate this Agreement upon written notice to Reseller.

5. **Partner Certification.** Reseller must meet the certification requirements set forth in Program Benefits. Tyk will offer, and Reseller may order, training programs in accordance with Tyk's then-current program rates or as agreed by the parties in writing. In addition, Reseller will comply with any additional certification and training requirements established by Tyk from time to time, within ninety days notice from Tyk. Support certification is based on a combination of performance-based tests and attended training days that measure competency on Products.

6. **Tyk's Support Obligations.** If Reseller has paid for a Tyk Support package, Tyk will also provide the Reseller with Level 1 and Level 2 Support. If Customer has paid for a Tyk Support package, Tyk will also provide the Customer with Level 1 and Level 2 Support. In each case, the applicable support package features will be set forth in a Global Order Form, and Tyk will respond to Support requests from Reseller or Customer, as applicable, within the response times listed in that document. All Support will be provided in English, except as otherwise agreed by Tyk.