

PARTNERBYTES PARTNER PROGRAM AGREEMENT

This Partnerbytes Partner Program Agreement (this “*Agreement*”) is entered into by and between Malwarebytes Corporation, a Delaware corporation having a place of business at 10 Almaden Blvd, 10th Floor, San Jose, CA 95113 (“*Malwarebytes*”), and the person or entity set forth below (“*Partner*”), with effect from the date of signature by Malwarebytes indicated below (“*Effective Date*”).

Malwarebytes and Partner agree to the following terms for Partner’s participation in the Partnerbytes Partner Program.

1. Definitions.

“*Partnerbytes*” or “*Partner Program*” is Malwarebytes’ marketing channel program consisting of a set of specific marketing, technical, training and other business requirements that a person or entity must satisfy as a condition of its appointment as an authorized reseller of Malwarebytes products, as set forth in the Program Guide.

“*Partner Portal*” the Malwarebytes partner portal, which is accessible to authorized resellers via Malwarebytes’ website at <www.malwarebytes.org> (or any successor site designated by Malwarebytes).

“*Program Guide*” means the Partnerbytes Program Guide (as may be amended from time to time), which provides additional guidance about Partnerbytes and its requirements. The Program Guide is available on the Partner Portal.

2. Enrollment. Partner’s enrollment in the Partner Program is effective from the Effective Date.

3. Program Guide. The Program Guide is incorporated into this Agreement by reference. You agree to comply with the requirements of the Program Guide, including with respect to Specialty Licensed (as defined in the Program Guide).

4. Changes to Program or Program Guide. Malwarebytes may change or discontinue the Partner Program (including the Program Guide) at any time, in its sole discretion. If Malwarebytes does so, Malwarebytes will let Partner know either by updating the Partner Portal, or through other communications. Malwarebytes will notify Partner by email 30 days in advance of any substantive change to the Partner Program or the Program Guide, including if Malwarebytes intends to discontinue the Partner Program. All other changes will be effective on the date the Partner Portal is updated or on the date specified in the communication. If any change to the Partner Program or the Program Guide is not acceptable to Partner, Partner may terminate this Agreement with immediate effect by notice to Malwarebytes.

5. Partner Program Tier Level. Partner’s Partnerbytes tier level status is determined by Malwarebytes (in its sole discretion) and maintenance of tier status is subject to Partner meeting the requirements applicable to the applicable tier under the Program Guide.

6. Privacy; Lead Generation; Information. Malwarebytes may (but is not obligated to) provide benefits to assist eligible partners with sales lead generation and support in the form of access to information, tools, templates and reports. In particular, at times Malwarebytes may share leads with eligible partners containing Personal Information of customers or potential customers. “Personal Information” includes any information that permits an individual to be identified or contacted (such as name, postal address, e-mail address, phone number, fax number, financial information or account numbers, or any government-issued ID numbers). Personal Information relating to Malwarebytes-generated leads provided to Partner must only be used by Partner for the purpose of facilitating Partner sale of the particular Malwarebytes product of interest to the customer. Partner must not use or share any Personal Information relating to Malwarebytes-generated leads for any other purpose unless Partner obtains the appropriate consent of the customer. Partner will also take reasonable security measures to protect any such Personal Information from unauthorized use, access, disclosure, alteration or destruction. Security measures will include access controls, encryption and any other security means that are required to comply with applicable laws. At Partner’s sole discretion, Partner may decide to share leads with Malwarebytes to allow Malwarebytes to facilitate Partner’s promotion and sale of Malwarebytes products. Partner represents and warrants that if Partner chooses to share Partner leads with Malwarebytes, Partner will comply with any applicable laws to provide notices to or obtain permissions from any leads to share their Personal Information with Malwarebytes for the purpose of allowing Malwarebytes to facilitate the promotion and sale of Malwarebytes products. All information provided to Malwarebytes by Partner shall be true and correct in all material respects.

7. Confidentiality.

(a) “*Confidential Information*” means: any information of a party that is marked or otherwise identified in writing as “confidential” or “proprietary” at the time of disclosure, or that, under the circumstances surrounding the disclosure, the receiving

party reasonably should recognize as being confidential. Confidential Information includes non-public information regarding a party's products or customers, marketing and promotions. Confidential Information does not include information that: (i) is or becomes generally known to the public through no fault of or breach of this Agreement by the receiving party; (ii) is rightfully known by the receiving party at the time of disclosure without an obligation of confidentiality; (iii) is independently developed by the receiving party; or (iv) is rightfully obtained by the receiving party from a third party without restriction on use or disclosure.

(b) Use and Disclosure Restrictions. Each party will not use the other party's Confidential Information, except as necessary for the performance of this Agreement, and will not disclose such Confidential Information to any third party, except to those of its employees and subcontractors that need to know such Confidential Information for the performance of this Agreement, provided that each such employee and subcontractor is subject to binding use and disclosure restrictions that are at least as protective as those set forth herein. Each party will use all reasonable efforts to maintain the confidentiality of all of the other party's Confidential Information in its possession or control, but in no event less than the efforts that it ordinarily uses with respect to its own confidential information of similar nature and importance. The foregoing obligations will not restrict either party from disclosing the other party's Confidential Information or the terms and conditions of this Agreement: (i) pursuant to the order or requirement of a court, administrative agency, or other governmental body, provided that the party required to make such a disclosure gives reasonable notice to the other party to enable it to contest such order or requirement and uses reasonable efforts to limit the disclosure and provides the disclosing party a reasonable opportunity to preview and to object to the disclosure; (ii) on a confidential basis to its legal or professional advisors.

8. Trademark License. Subject to Partner's compliance with the terms and conditions of this Agreement, Malwarebytes hereby grants to Partner a non-exclusive, non-transferable license, during the term of this Agreement, to use the Malwarebytes name, product names, and related trademarks and servicemarks (collectively, the "**Malwarebytes Marks**") solely in connection with Partner's marketing, promotion, and distribution of Malwarebytes products. Any use of a Malwarebytes Mark by Partner must correctly attribute ownership of such mark to Malwarebytes and must be in accordance with applicable law and Malwarebytes' then-current trademark usage guidelines. Any such use must accurately identify and refer to Malwarebytes and its products. Partner will not alter, remove or obscure any Malwarebytes Mark on or in any Malwarebytes products as delivered to Partner, and will not, without Malwarebytes prior written consent, attach any additional trademarks, logos or trade designations on or to Malwarebytes products. Partner acknowledges and agrees that Malwarebytes owns the Malwarebytes Marks and that any and all goodwill and other proprietary rights that are created by or that result from Partner's use of a Malwarebytes Mark hereunder inure solely to the benefit of Malwarebytes.

9. Identification of Partner. Partner acknowledges that Malwarebytes may identify Partner as a member of the Partner Program and may include Partner in any list of the same that Malwarebytes may make available to its channel partners and customers (including via its website).

10. No Direct Purchase from Malwarebytes. For the avoidance of doubt, Partner acknowledges that this Agreement does not constitute an agreement on the part of Malwarebytes, or any distributor or reseller of Malwarebytes products, to sell, license or otherwise make available the Malwarebytes products.

11. Term & Termination. This Agreement will begin on the Effective Date and, unless terminated earlier in accordance with its terms, will remain in effect until the end of the then-current Program Year (as defined in the Program Guide). At the end of such initial term (and each renewal term thereafter, if any), if Partner re-enrolls in the Program in accordance with instructions provided by Malwarebytes, this Agreement will renew for the next Program Year; provided that Malwarebytes may choose not to renew Partner's membership in the Program. This Agreement can be terminated by either party at any time by giving notice in writing to the other party. Neither party will be responsible to the other for any costs or damages that are a direct result of this termination. Upon termination, each Party will destroy all Confidential Information of the other party in its possession or control.

12. Acknowledgement. Partner acknowledges that the Partner Program is provided free of charge and as is. In no event will Malwarebytes have any liability in connection with the Partner Program.

13. General. This Agreement will be governed by and construed in accordance with the laws of the State of California, without regard to or application of conflict of laws rules or principles. Partner agrees that any claims or actions regarding this Agreement may be brought solely in the state of federal courts located in Santa Clara County, California, and Partner waives any right to challenge jurisdiction and venue therein. Partner may not assign or transfer this Agreement or any rights granted hereunder, by operation of law or otherwise, without Malwarebytes' prior written consent, and any attempt by Partner to do so, without such consent, will be void. Except as expressly set forth in this Agreement, the exercise by either party of any of its remedies under this Agreement will be without prejudice to its other remedies under this Agreement or otherwise. All notices or approvals required or permitted under this Agreement will be in writing and delivered as follows: if to Malwarebytes, by email to partnerbytes@malwarebytes.org, and if to

Partner, by email or by mail to the address for notices set forth below. The failure by either party to enforce any provision of this Agreement will not constitute a waiver of future enforcement of that or any other provision. Except as set forth herein, any waiver, modification or amendment of any provision of this Agreement will be effective only if in writing and signed by both parties. Nothing in this Agreement shall be construed to create a partnership, joint venture or agency relationship between the parties. Without limiting the foregoing, each party acknowledges that references to Partner as "partner" are solely references to Partner's status as an enrolled member of the Partner Program. Neither party will have the power to bind the other or to incur obligations on the other's behalf without such other party's prior written consent. Without limiting the foregoing, Partner will make no warranties or representations in Malwarebytes' name or on Malwarebytes' behalf. If any provision of this Agreement is held to be unenforceable or invalid, that provision will be enforced to the maximum extent possible, and the other provisions will remain in full force and effect. This Agreement is the complete and exclusive understanding and agreement between the parties regarding its subject matter, and supersedes all proposals, understandings or communications between the parties, oral or written, regarding its subject matter. In the event of any conflict between this Agreement and the Program Guide, the terms and conditions of this Agreement will govern and control. This Agreement may be executed in counterparts, each of which shall constitute an original, and all of which shall constitute one and the same instrument. Once signed, any reproduction of this Agreement made by reliable means (e.g., photocopy, facsimile, pdf) is considered an original.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly-authorized representatives as of the Effective Date.

Partner:

By: _____
(Signature)

Name: _____
(Print Name)

Title: _____
(Print Title)

Date: _____
(Print Date of Signature)

PARTNER ADDRESS FOR NOTICES

Corporate Name: _____

State of Incorporation: _____

Address: _____

Email: _____

Telephone: _____

Malwarebytes Corporation:

By: _____

Name: _____

Title: _____

Date: _____