

Particular Terms and Conditions

Terms & Conditions for Distribution of Subscriptions of Cloudflare Services

1. Definitions

“**GSD Territory**” means United Arab Emirates, Bahrain, Qatar, Kuwait and Oman.

“**VAR Territory**” means the following countries where the Partner is licensed to trade: United Arab Emirates, Qatar, Oman, Kuwait and Bahrain, as applicable.

“**Cloudflare Marks**” means Cloudflare’s proprietary trademarks, service marks, and logos set forth in EXHIBIT D (CLOUDFLARE MARKS).

“**Cloudflare Services**” means Cloudflare’s web performance and security services described in EXHIBIT A (SERVICES).

“**Cloudflare Terms of Service**” means Cloudflare’s then-current standard service agreement for Cloudflare Services (currently located at https://www.cloudflare.com/__xesa/), governing Cloudflare’s provision of Cloudflare Services to End Customers, as may be updated by Cloudflare from time to time in its discretion.

“**Competing Service**” means any product or service that competes in whole or in part with the Cloudflare Service or may be reasonably seen by an End Customer as a substitute to some or all of Cloudflare’s Services.

“**Distributor Content**” means any content provided by GSD to Cloudflare for use with Cloudflare Services.

“**Documentation**” means all specifications, user manuals, and help files relating to the use or operation of Cloudflare Services and identified in EXHIBIT A (SERVICES).

“**End Customer**” means any customer of a VAR that elects to purchase a Subscription, as part of a VAR Solution, for its own business purposes and not for further resale.

“**Intellectual Property Rights**” means any and all now known or hereafter existing (a) rights associated with works of authorship, including copyrights, mask work rights, and moral rights; (b) trademark or service mark rights (c) trade secret rights; (d) patents, patent rights, and industrial property rights; (e) layout design rights, design rights, and other proprietary rights of every kind and nature other than trademarks, service marks, trade dress, and similar rights; and (f) all registrations, applications, renewals, extensions, or reissues of the foregoing, in each case in any jurisdiction throughout the world.

“**Onboarding**” means the process of initially setting-up an End Customer with Cloudflare Services.

“**Subscription**” means a monthly subscription to Cloudflare Services billed per subscribed End Customer Website per month, as described in EXHIBIT A (SERVICES).

“**Subscription Level**” means the wholesale price point and set of features identified in EXHIBIT A (SERVICES).

“**User Information**” means (a) all information regarding End Customers (including usernames, email addresses, and associated website domains); and (b) all information regarding or derived from End Customers’ usage of the Cloudflare Services, including purchase history and performance metrics and statistics.

“**VAR**” means the Partner acting a value-added reseller of GSD.

“**VAR Content**” means any content provided by VAR to Cloudflare for use with Cloudflare Services.

“**VAR Solution**” means any bundle of VARs’ services that includes one or more of the Cloudflare Services identified in EXHIBIT A (SERVICES).

“**Website**” means a collection of one or more pages collected under a root domain and/or multiple subdomains under the same root domain (e.g., web pages under example.com, www.example.com, and blog.example.com would all constitute one Website; web pages under example.com, anotherexample.com, and yetanotherexample.com would constitute three (3) distinct Websites).

2. Appointment

Subject to the terms and conditions of this Agreement, GSD hereby appoints VAR as a limited, non-exclusive reseller of Subscriptions to End Customers on behalf of GSD in the VAR Territory. During the term of this Agreement, the VAR will market, promote, and resell Subscriptions for Cloudflare Services individually and/or as a bundled component of VAR Solution.

3. Restrictions

VAR acknowledges that portions of the Services contain trade secrets of Cloudflare and its licensors, and, in order to protect such trade secrets, VAR agrees that it will not, nor permit any End Customer, or other third party to: (i) reverse engineer, decompile, or disassemble the Services, or any part of them; (ii) modify the Services, or any Documentation; (iii) distribute, sell, sublicense or otherwise transfer or provide access to the Services to any third party, other than as expressly permitted by this Agreement; (iv) remove, amend, obscure, or modify any product markings or proprietary rights notices of Cloudflare or its licensors appearing on the Services or Documentation; or (v) “white label” the Services, or present the Services in any way which either obscures the fact that Cloudflare is the owner and provider of the Services, or which could lead an End Customer to believe that a party other than Cloudflare is the owner or provider of the Services. VAR acknowledges that Cloudflare owns all right, title, and interest in the Services, and all Intellectual Property Rights therein. Cloudflare and its licensors reserve all rights and licenses in and to the Services not expressly granted to Distributor under this Agreement.

4. Order Process

From time to time during the Term of this Agreement, VAR may submit a signed request for a new Subscription (an “Order”), in written format and using an order form to be provided by Cloudflare. At or before the time of submitting an Order, GSD shall provide a written, binding price quote for the Cloudflare Services pursuant to Exhibit A. Each Order shall include: (a) the VAR’s and the End Customer’s names; (b) the email address of the End Customer; (c) a username for the End Customer; (d) the Website domain(s) for which the End Customer is ordering a Subscription; (e) the Subscription Level the End Customer is ordering; (f) the term of the Subscription being ordered; and (g) an affirmation by the VAR that the End Customer has agreed to the Cloudflare Terms of Service and Cloudflare’s privacy policy. Upon receipt of an Order, GSD shall accept or reject such Order in its sole discretion depending on the Order acceptance by Cloudflare. The Parties agree that, as between themselves, this Agreement shall exclusively control the resale of Subscriptions, and that any contradictory, additional, or inconsistent terms and conditions printed or referenced on the Order shall be of no effect and are hereby rejected by GSD.

5. Fulfilment of Cloudflare Services

For each accepted Order, subject to GSD's receipt of the applicable fees for each Subscription from VAR, Cloudflare shall provide the applicable End Customer with access to Cloudflare Services during the term of such Subscription, in accordance with Section 6 Service Terms below, and subject to the terms and conditions of Cloudflare Terms of Service.

6. Services Terms

Cloudflare's obligation to provide access to Cloudflare Services to an End Customer is subject to and conditioned upon the following: (a) the End Customer agrees to, and strictly complies with, Cloudflare Terms of Service, attached as an Exhibit (including those provisions addressing usernames, passwords, and system security); and (b) the End Customer meets all minimum system requirements for the use of Cloudflare Services. The Cloudflare Terms of Service shall be non-negotiable as between Distributor and VARs, and VARs and End Customers. The VAR agrees to provide the Service Terms to the End Customer and obtain acceptance thereof. To the extent that the VAR defaults such obligation, the VAR shall be liable to the Distributor for any breach by such End Customers of the Services Terms.

7. Renewals

Each Subscription shall automatically renew at the end of its term, unless VAR sends a notice of non-renewal to Cloudflare at least thirty (30) days prior to the expiration of the then-current Subscription term, specifying: (a) its legal name; (b) the email address of the End Customer; and (c) the website domain(s) for which the End Customer is not renewing the Subscription.

8. Cancellations

GSD is under no obligation to offer terms less than one (1) year in length for Enterprise Subscription Levels; however, GSD and Cloudflare in their sole discretion may elect to accept cancellations of End Customer's Subscriptions. To the extent that (a) an End Customer initiates a cancellation of its Subscription to the Cloudflare Services prior to the expiration of such Subscription at the end of its term, and (b) GSD or the VAR honors such cancellation to the extent required in its standard cancellation policy, then VAR may send a request for cancellation to GSD, specifying (i) its legal name; (ii) the email address of the End Customer; (iii) the website domain(s) for which the End Customer is cancelling such Subscription; and (iv) the effective date of deactivation. Cloudflare shall use commercially reasonable efforts to deactivate such Subscription on the effective date of desired deactivation.

9. User Information

GSD and Cloudflare shall have the right to retain, use, and disclose all User Information in accordance with the terms and conditions of its then-current privacy policy, both during and after the term of this Agreement and the relevant Subscription. The VAR shall be responsible for informing End Customers of Cloudflare's receipt of, and rights to, such User Information, and obtaining any necessary consents from End Customers for the foregoing.

10. End Customer Support

The VAR shall provide all Level 1 and Level 2 customer service and technical support for Cloudflare Services as described in Exhibit B (SUPPORT). Cloudflare shall provide Level 3 customer service and technical support for Cloudflare Services, as described in Exhibit B (SUPPORT). In the event that the VAR does not have a tiered level support similar to Cloudflare's system, the VAR will provide all customer

service and technical support; *provided, however*, that Cloudflare shall handle critical escalations from GSD or the VAR. GSD will provide the VAR an email address, free of charge, through which the VAR may send priority support requests to bypass the standard customer support queue. The VAR will provide GSD an email address through which Cloudflare may send priority support requests to bypass the standard customer support queue.

11. Software Support

Where technically possible, the VARs will install Cloudflare supporting software, specifically the mod_Cloudflare support module or a functional equivalent, in order to ensure that the IP addresses of visitors to VAR-hosted websites are properly reported for any of a VAR's customers that enable Cloudflare.

12. IP Range Support

VAR's anti-abuse team will work with GSD and Cloudflare to ensure that Cloudflare's IP address ranges are not blocked by any firewall or abuse software, and to establish a communication channel if any abuse is detected from the Cloudflare network. GSD will give VAR at least two (2) weeks notice before new IP address ranges are provisioned on Cloudflare's network.

13. Branding Requirements

The VAR shall, include Cloudflare Marks in a location on the VAR Solution containing Cloudflare Services, as mutually agreed upon by the Parties. Cloudflare may from time to time establish and update branding guidelines for Cloudflare Marks. The Cloudflare Services and all branding of Subscriptions by a VAR must include Cloudflare Marks and be in a format that adheres in all material ways to Cloudflare's branding guidelines, unless mutually agreed upon by the Parties. In no event shall the Cloudflare Services or any Subscription materials be white labelled by the VAR.

14. Trademark License

Subject to the terms of this Agreement, the VAR has a non-exclusive, non-transferable, royalty-free and fully-paid license to use Cloudflare Marks solely in connection with promoting and advertising Cloudflare Services in accordance with this Agreement. VAR will use Cloudflare Marks in the form provided and in conformance with any branding guidelines and trademark usage policies provided, from time to time, by GSD and Cloudflare. VAR acknowledges Cloudflare's exclusive ownership of Cloudflare Marks, and Distributor agrees not to take any action inconsistent with such ownership and will cooperate, at GSD's and Cloudflare's request and expense, in any action (including the conduct of legal proceedings) which Cloudflare deems necessary or desirable to establish or preserve Cloudflare's exclusive rights in and to Cloudflare Marks. The VAR will promptly inform GSD and Cloudflare of any known or reasonably suspected infringement or misappropriation of Cloudflare's trademarks or copyrights. The VAR will not adopt, use, or attempt to register any trademarks or trade names that are confusingly similar to Cloudflare Marks or use Cloudflare Marks in such a way as to create combination marks with Cloudflare Marks. Cloudflare may terminate this trademark license if, in Cloudflare's reasonable discretion, VAR's use of Cloudflare Marks tarnishes, blurs or dilutes the quality associated with Cloudflare Marks or the associated goodwill and such unauthorized use is not cured within five (5) days of notice of breach. VAR will provide GSD with a sample of each proposed use of Cloudflare Marks and will obtain GSD's and Cloudflare's approval of such sample prior to its use. At GSD's request, the VAR shall furnish to GSD and Cloudflare samples of any products upon or in relation to which Cloudflare Marks is used for the purpose of confirming that the quality of such products is at least as high as that generally associated with Cloudflare Marks. At GSD's request, the VAR will modify or discontinue any use of Cloudflare Marks if Cloudflare

determines that such use does not comply with Cloudflare's then-current trademark usage policies and guidelines.

15. Service Fees

(a) **Pricing.** For each Subscription that is the subject of an accepted Order, the VAR agrees to pay certain monthly fees (the "Service Fees") to GSD, irrespective of whether the VAR has received payment from an End Customer. The pricing for Service Fees during the Initial Term is set forth in EXHIBIT B (PRICING). GSD reserves the right to modify Service Fees at each anniversary of the Effective Date and shall notify the VAR of any revised pricing no later than sixty (60) days prior to each anniversary of the Effective Date.

(b) **Payment Terms.** For each calendar month, the VAR shall pay to GSD by wire transfer an amount (the "Monthly Payment") equal to the following:

(i) for each new Subscription that was the subject of an accepted Order during the previous month: the Service Fees for the prior month, pro-rated from the date of activation of such Subscription to reflect only that portion of the prior month during which such Subscription was active; plus

(ii) for each Subscription (including new Subscriptions described in the preceding section) that were not deactivated due to cancellation or non-renewal as of the first (1st) day of such calendar month: the Service Fees for such month.

GSD Bank details are as follows:

USD ACCOUNT DETAILS

Account Name: GULF SOFTWARE DISTRIBUTION

USD Call Account: 01 01 3195872 03

IBAN: AE740440000101319587203

Bank Swift Code: SCBLAEADXXX

Bank Name: Standard Chartered Bank.

Bank Address: P O Box 999, Dubai. UAE.

Correspondent bank Details:

Standard Chartered Bank New York. NY 10048

ABA Code 256

Swift Code SCBLUS33XXX

AED ACCOUNT DETAILS

Account Name: GULF SOFTWARE DISTRIBUTION

AED Call Account: 00 01 3195872 03

IBAN: AE150440000001319587203

Bank Swift Code: SCBLAEADXXX

Bank Name: Standard Chartered Bank.

Bank Address: P O Box 999, Dubai. UAE.

(c) **Credit for Cancellations.** For each Subscription that was cancelled in accordance with Section 7 (Cancellations) during the prior month, the VAR shall not be entitled to any pro-rated credit for the portion of the previously-paid Service Fees for the prior month.

(d) **Invoices.** GSD shall provide a monthly invoice of payments due for the applicable month as calculated in accordance with paragraphs (a) through (c) of this Section 14 via email to an address specified by the VAR on the first (1st) day of every month. Each such invoice shall be due and payable within thirty (30) days of receipt by the VAR.

(e) **End Customer Billing.** The VAR is solely responsible for collecting payment from End Customers for Cloudflare Services.

16. Term

This Agreement shall commence on the Effective Date and, unless earlier terminated as provided in this Agreement, shall remain in effect for 1 year from the Effective Date (the “Initial Term”). Thereafter, this Agreement shall automatically renew for additional one (1) year terms (each, a “Renewal Term”), unless terminated by the VAR by written notice at least ninety (90) days in advance of the scheduled automatic renewal. The Initial Term and all Renewal Terms are referred to collectively herein as the “Term”.

17. Termination By Parties

Either Party may terminate this Agreement upon written notice (a) if the other Party breaches any material provision of this Agreement and fails to cure such breach within thirty (30) days after written notice thereof; or (b) immediately if the other Party terminates or suspends its business, becomes subject to any bankruptcy or insolvency proceeding under federal or state or similar statute that is not dismissed within sixty (60) days, or becomes insolvent or subject to direct control by a trustee, receiver, or similar authority. GSD may terminate this Agreement with or without cause, in its sole discretion upon at least ninety (90) days written notice to the other Party.

18. Effect of Termination

Upon termination or expiration of this Agreement, all of VARs’ rights and licenses granted under this Agreement shall terminate. GSD and Cloudflare shall have the right to continue to use the VAR Content to continue to provide Cloudflare Services to End Customers that have an unexpired Subscription at the time of termination or expiration, for the remaining duration of such Subscriptions. Upon the expiration of the last Subscription for the last such End Customer, Cloudflare Services will be terminated and such End Customers will be given an option to migrate to similar Cloudflare services purchased directly from Cloudflare or a third party.

19. VAR Warranties

The VAR represents and warrants to GSD on behalf of itself: (i) that the VAR shall make no representations concerning GSD, Cloudflare or the Services to prospective End Customers other than what is contained in the Marketing Materials; (ii) that VAR shall comply with all laws and regulations applicable to its performance under this Agreement; (iii) that VAR shall, at their sole expense, obtain and maintain all licenses and governmental approvals which may be necessary to permit their activities under this Agreement; and (iv) that, in carrying out its activities under this Agreement, Distributor, and its respective officers, directors, employees and agents have not and will not pay, offer, or promise to pay, or authorize the payment, directly or indirectly, of any money or anything of value to any government official or employee, or to any political party or candidate for political office, for the purpose of influencing any act

or decision of such official or of the government to obtain or retain business, or to direct business to any person, and (v) that none of Distributor, or any of its respective controlling persons, officers, directors, employees or agents are the target of sanctions imposed by a U.S. government sanctions authority, a sanctions authority from the European Union or its Member States, or other applicable government authority.

20. Indemnification

Notwithstanding clause 20 hereinabove, the VAR hereby agrees that Cloudflare will be an third party beneficiary of any indemnification by the VAR.

Exhibit A: SERVICE TERMS

Cloudflare Terms of
Service-V02.pdf

Exhibit B: SUPPORT AND TRAINING**1. Support**

GSD will ensure Cloudflare provides the following support to VAR:

- Dedicated email alias for support issues (partnersupport@Cloudflare.com). This email is for VAR's internal use only and not to be shared with End Customers.
- Escalations for customer support when there is technical evidence that the cause of the issue originates from Cloudflare's systems.
- Level 1 customer service and technical support is general assistance of the type that would be expected from a typical help desk.
- Level 2 customer service and technical support is general assistance of the type that would be expected from a skilled support engineer.
- Level 3 customer service and technical support is support beyond that which can be provided by a skilled support engineer and which requires access to the Cloudflare product and development organization.

2. Network Monitoring

Cloudflare shall publish System updates concerning the functional status of its network on a dedicated URL and via its Twitter feed, which VAR may monitor.

3. System

Distributor shall notify VAR of scheduled downtime via a dedicated email alias provided by VAR as quickly as is practicable.

4. Training

Cloudflare will provide the following training to VAR:

- Written training materials for VAR sales and customer support staff throughout the Term.
- Self-guided training via web. VARs shall be responsible for all expenses associated with performing an optional in-person training session.

Exhibit C: CLOUDFLARE MARKS

- Always Online™
- Cloudflare logo®
- Cloudflare Optimized Partner™
- Cloudflare®
- Mirage™
- Mirage 2.0™
- Page Rules™
- Polish™
- Railgun™
- Rocket Loader™