

PARTNER AGREEMENT
AGILEBITS INC. (1PASSWORD)

This Partner Agreement is made this [redacted] day of [redacted] 20[redacted] (the "Effective Date"), together with the Schedules attached hereto and any other documents referenced herein (the "Agreement"), and is made by and between:

AGILEBITS INC. (dba 1PASSWORD),
a corporation incorporated under the laws of the Province of Ontario, Canada,
and having its principal place of business at 4711 Yonge St, 10th Floor, Toronto, Ontario, M2N 6K8, Canada.
(**"1Password"**)

- and -

PARTNER NAME
a corporation incorporated under the laws of [insert jurisdiction and country]
and having its principal place of business at [insert full address]
(**"Partner"**, and collectively with 1Password, the **"Parties"**)

WHEREAS, 1Password is engaged in the business of developing, marketing and selling security software on a subscription basis (the **"Services"**);

WHEREAS, Partner is engaged in the business of promoting, marketing, selling, bundling and supporting information technology and security software solutions to new and existing customers (each, a **"Customer"** and collectively, the **"Customers"**);

WHEREAS, 1Password and Partner have agreed to enter into a business relationship whereby the Partner will promote, market, distribute and resell the Services to current and new Customers within the Territory; and

WHEREAS, the Parties have agreed to enter into this Agreement to outline the business terms and conditions which will govern their business relationship.

NOW THEREFORE, in consideration of the terms, conditions, mutual covenants and promises set forth herein, the Parties agree as follows:

1. DEFINITION OF TERMS

The following terms, wherever used in any documents which form part of this Agreement, shall have the meanings indicated below unless the context otherwise requires. Additional definitions may be contained elsewhere in this Agreement.

- a) **"Authorized Users"** means those individuals associated with a Customer and who have been authorized by the Customer to access and use the Services.
- b) **"Confidential Information"** shall have the meaning given to that term in Section 11(a).
- c) **"Customer"** shall have the meaning given to that term in the recitals.

- d) **“Documentation”** means the instructions, manuals, handbooks, guides and other technical literature provided by 1Password detailing the use, requirements, operation and maintenance of the Service.
- e) **“Effective Date”** shall have the meaning given to that term in the recitals.
- f) **“Intellectual Property”** means any and all tangible and intangible rights associated with and now known or hereafter existing: (i) works of authorship throughout the universe including, but not limited to, copyrights, moral rights, and mask works; (ii) trademarks, service marks and trade name rights and similar rights; (iii) trade secrets; (iv) patents, designs, algorithms and other industrial property rights; (v) all other intellectual and industrial property and proprietary rights of every kind and nature throughout the universe and however designated, whether arising by operation of law, contract, license or otherwise; and (vii) all registrations, applications, renewals, extensions, continuations, divisions or reissues thereof now or hereafter in force globally.
- g) **“Partner Program”** refers to the 1Password partner program detailed in Schedule A attached hereto, as may be updated and amended by 1Password from time to time in its sole discretion.
- h) **“Purchase Order”** means the form of purchase order or other document issued by the Partner for the purpose of ordering Services for resale to Customers pursuant to this Agreement.
- i) **“Quotation”** means a written quotation issued by 1Password to the Partner for certain Services required by the Partner for resale to the Customers.
- j) **“Resale License”** means the rights, licenses and subscriptions granted by 1Password to Partner pursuant to Section 3 of this Agreement.
- k) **“Services”** shall have the meaning given to that term in the recitals.
- l) **“Terms of Service”** means the terms and conditions applicable to the access and use of the Service available at <https://1password.com/legal/terms-of-service/>, and other data privacy related documents which are available through the 1Password website (Legal Data Centre), as may be updated and amended from time to time by 1Password in its sole discretion.
- m) **“Territory”** means the geographic region(s) where 1Password has granted the Resale License to Partner pursuant to this Agreement and as identified on Schedule B attached hereto.

2. INTERPRETATION

- (a) **General Rules of Interpretation.** In this Agreement: (i) The term "including" means "including, but not limited to" and shall be interpreted as broadly as possible; (ii) Unless the context requires otherwise, the singular will include the plural and vice versa; (iii) All references to "days" shall be calendar days, not business days, unless otherwise explicitly stated; and (iv) The captions and titles to sections and paragraphs of this Agreement are only provided for convenience and have no effect on the nature, extent, construction or meaning of this Agreement.

- (b) **Equal Opportunity to Negotiate.** Notwithstanding the general rules of construction, both Partner and 1Password acknowledge that both Parties were given an equal opportunity to negotiate the terms and conditions contained in this Agreement, and agree that the identity of the drafter of this Agreement is not relevant to any interpretation of the terms and conditions of this Agreement.

3. GRANT OF RESALE LICENSE

- (a) **Grant of Resale License.** 1Password hereby grants to Partner the non-transferable (except as otherwise provided herein), non-exclusive license to promote, market, distribute and resell the Services to Customers located in the Territory during the term of this Agreement (the “**Resale License**”), subject at all times to the terms and conditions of this Agreement and the Partner Program set forth on Schedule A attached hereto, as may be updated and amended by 1Password from time to time in its sole discretion. 1Password shall make reasonable efforts to provide Partner with advance notice of any changes to the Partner Program.
- (b) **Promotion of Services by Partner.** The Partner agrees to promote and resell the Services in a manner consistent with the terms and conditions of this Agreement and the relevant Partner Program as outlined in Schedule A. The Partner Program describes the details of the relevant program including, but not limited to, various partner levels, applicable minimum revenue commitments, requirements around deal registration, marketing efforts, technical expertise and training, discounts and support requirements. The applicable Territory will be identified in Schedule B. Partner may not market, promote or resell the Services to any Customer outside the Territory without the prior consent of 1Password.
- (c) **1Password Marks.** In conjunction with the Resale License, 1Password hereby grants to Partner a non-transferable, non-exclusive license to use, copy, display and advertise 1Password’s name and the 1Password trademarks and service marks in the Territory during the term of this Agreement. All use of 1Password trademarks and service marks must be consistent with marketing and usage guidelines provided by 1Password.
- (d) **Terms of Service.** The Partner shall ensure that each Customer is aware of, and agrees to be bound by, the Terms of Service and that it will ensure each of its Authorized Users also agrees to be bound by the Terms of Service. Partner shall provide each Customer with a copy of the Terms of Service at the time of sale. The Partner shall refer all questions or concerns regarding the Terms of Service to 1Password. The Partner may not make any representations or warranties regarding the Service or its performance other than the representations and warranties explicitly set out in the Terms of Service. The Partner shall promptly notify 1Password if it becomes aware of any violation of the Terms of Service by any Customer and it agrees to cooperate with 1Password in the enforcement of the Terms of Service with respect to any Customer. 1Password shall make reasonable efforts to provide Partner and Customers with advance notice of any changes to the Terms of Services.

4. SUBSCRIPTION SERVICES

- (a) **Provision of Access.** Customer and Authorized Users shall access the Services by means of a specific Customer Account using individual user login names and passwords. Partner agrees,

and shall ensure in its contract with the Customer that the Customer agrees, that: (i) Customer is solely responsible for the confidentiality and use of user login names and passwords, the Customer Account, and all charges incurred from use of the Service accessed with the Customer's user login names and passwords or the Customer Account; and (ii) in no event shall 1Password be liable for any loss of information of the Customer as a result of the use of the Services, or other claims arising from unauthorized access to or use of the Customer's Account.

- (b) Additional Subscription Services. If Partner wishes to have 1Password provide additional Subscription Services in the future, Partner shall seek a quotation for such additional Subscription Services from 1Password (in which case, 1Password may provide a new Quotation to Partner for such additional Subscription Services). As additional Subscription Services are activated pursuant to a further Quotation and/or Purchase Order, the Subscription Fees may be pro-rated by 1Password to ensure all Subscription Fees for all Subscription Services are co-terminous and provide a single expiration date for purposes of the renewal of the Term.
- (c) Effect of Non-Renewal. Partner agrees, and shall ensure in its contract with each Customer that the Customer agrees, that if the Customer chooses not to renew the Subscription Services following the expiration or termination of the applicable Subscription Term, access to the Subscription Services may be terminated by 1Password and 1Password shall have no obligation to provide any further access to the Subscription Services, nor any assistance or support in relation to such Subscription Services.

5. PARTNER OBLIGATIONS

During the term of this Agreement, the Partner:

- (a) shall use reasonable efforts to promote and resell the Service throughout the Territory during the Term in a manner consistent with this Agreement and the relevant Partner Program as outlined in Schedule A. Partner shall maintain at all times and at its own expense, such permits and approvals as are necessary and desirable for Partner to conduct the business contemplated by this Agreement. Partner shall commit resources and effort as required for Partner to comply with this Agreement, including the hiring and training of sales and technical staff, as required. Partner shall use reasonable efforts to ensure Customers renew their subscriptions for the Service;
- (b) will not make any representations or warranties regarding the Service other than those explicitly specified in the Terms of Service and will not make any false, misleading or disparaging statements about 1Password or the Service;
- (c) will maintain complete and accurate accounting records, in accordance with generally accepted accounting practices, to support and document the resale of Services by Partner to Customers. Partner shall submit to audits from 1Password from time to time upon reasonable prior notice;
- (d) will be knowledgeable about the Service and be able to provide accurate and current information, technical and otherwise, regarding the Service and 1Password;

- (e) will maintain, at its own expense, comprehensive general liability insurance sufficient to cover Partner's business operations and its obligations under this Agreement. Partner shall, upon request, provide 1Password with an up to date certificate of insurance evidencing insurance coverage satisfactory to 1Password, acting reasonably;
- (f) will conduct its business in accordance with the highest business standards and in good faith, in a professional and competent manner and will not bring disrespect or dispute to the business, integrity or goodwill of 1Password or the Service; and
- (g) will be in compliance with all applicable laws, rules and regulations, including all laws related to privacy and personal information, advertising and anti-spam and foreign corrupt practices. Further, the Partner shall only use, store, disclose, or otherwise process any personal information in accordance with all laws and for the sole purpose of promoting and distributing the Service in accordance with the terms of this Agreement.

6. QUOTATIONS, PURCHASE ORDERS, RENEWALS AND PAYMENT TERMS

- (a) **Quotations.** Upon request, 1Password will issue a Quotation to Partner for Services for a specific Customer or Customers. Quotations shall include all information required by 1Password, including, information regarding the Customer, the number of Authorized Users, the Services being subscribed for and applicable fees and the term of the subscriptions. All discounts shall be calculated with reference to 1Password's then current price list, unless mutually agreed. 1Password shall make reasonable efforts to provide prior notice of any changes to its price list, but reserves the right to update its price list from time to time in its sole discretion. All discounts and other terms and conditions shall be consistent with the terms of the Partner Program, unless mutually agreed.
- (b) **Purchase Orders.** Partner may accept the Quotation by signing and returning it to 1Password or Partner may issue a Purchase Order that mirrors the information in the Quotation, including information regarding the Customer, the number of Authorized Users, the Services being subscribed for and applicable fees and the term of the subscriptions. The Purchase Order must be consistent with the Quotation and the terms and conditions of this Agreement and the Partner Program, unless expressly specified and agreed to by the Parties. 1Password expressly rejects any terms and conditions or other preprinted terms on the Purchase Order which are inconsistent with the Quotation or the terms and conditions of this Agreement or the Partner Program.
- (c) **Special Terms and Pricing.** Upon request, 1Password and Partner shall mutually agree on special terms or special pricing for a specific Customer or a specific opportunity.
- (d) **No Refunds.** All signed Quotations and/or Purchase Orders, once delivered to 1Password, are non-cancellable. All payments, once received by 1Password, are non-refundable.
- (e) **Delivery.** All Services are considered delivered once any of Customer or its Authorized Users are able to access the Services. Once delivered, 1Password will invoice Partner for all Services delivered for the applicable Customer, plus applicable taxes.

- (f) **Renewals.** Per 1Password's Customer Terms of Service, at the end of each Billing Cycle, each Customer's Service will automatically renew under the same conditions unless the Customer cancels it. Partner acknowledges that there will be no obligation on their behalf with regards to the automatic renewal unless the Customer indicates that they wish to renew their Service through the Partner. While 1Password will make reasonable commercial efforts to align with the Partner on each Customer renewal, Partner acknowledges that the Customer may opt to renew the Service through alternate channels or directly with 1Password.
- (g) **Payment Terms.** All invoices are due in full 30 days following the date of invoice. Payment shall be made in the currency specified in the invoice. Partner shall pay the invoice without any set-off, withholding or deduction. Once paid, all fees are non-refundable. Late payments will be subject to a charge from the date such payment is due until the date it is paid in full, calculated at the lesser of one and one half percent (1.5%) of the outstanding balance per month and the maximum rate allowed by law. In addition, Partner shall pay all reasonable costs (including legal costs) incurred by 1Password in collecting any amounts overdue from Partner.

7. TERMINATION

- (a) **Events of Termination.** This Agreement may be terminated as follows:
 - (i) by either party for convenience, upon thirty (30) days written notice to the other party; or
 - (ii) by 1Password for non-payment of amounts owing in the ordinary course of business, in which case termination shall be effective immediately upon written notice from 1Password to Partner; or
 - (iii) by either party for a material breach of any term or condition of this Agreement and fails to remedy such breach within ten (10) days after receipt of prior written notice of such breach given by the non-breaching Party; or
 - (iv) by either party if the other party becomes insolvent, makes any assignment for the benefit of creditors, goes to liquidation or has a receiver or trustee appointed for the benefit of creditors, whether voluntary or otherwise, or seeks the protection of, or has a proceeding instituted against it, under the bankruptcy code or any similar statute; or
 - (v) by 1Password for cause, which shall include any acts of misconduct, dishonesty, criminal charges or other similar acts on the part of the Partner; or
 - (vi) by 1Password immediately on written notice to the Partner if the Partner breaches or threatens to breach any provisions of the Terms of Service relating to 1Password's Intellectual Property and/or Confidential Information.
- (b) **Effects of Termination.** Upon termination of this Agreement:
 - (i) Partner shall immediately cease to promote, market and distribute the Service to any Customers and shall cease representing itself as an authorized reseller of the Service;
 - (ii) Partner shall forthwith pay to 1Password any and all amounts owed to 1Password under this Agreement and all costs incurred by 1Password (including reasonable legal, collection and recovery fees and expenses) in enforcing its rights hereunder;
 - (iii) Each Party shall immediately return to the other or destroy (including providing satisfactory evidence of such destruction) all copies of the disclosing Party's Confidential Information in the

receiving Party's possession or control, save and except as required for any regulatory or legal purposes; and

(iv) 1Password shall continue to provide Services to existing Customers whose accounts are in good standing and fully paid and will assume complete responsibility for the ongoing business relationship with such Customers with respect to the Service.

8. INTELLECTUAL PROPERTY RIGHTS

No Rights to Intellectual Property. The Partner acknowledges and agrees that all Intellectual Property rights in the Service are solely owned or licensed by 1Password. Except for the limited Resale License granted herein, Partner shall not acquire any right, title or interest in, to or under any Intellectual Property or any part thereof in the Service. The Partner shall promptly notify 1Password if it becomes aware or, or has reason to suspect, any infringement of the Intellectual Property rights of 1Password, both within and outside the Service.

9. PARTNER INDEMNIFICATION

Partner shall defend, indemnify and hold 1Password and its subsidiaries and its directors, officers, employees, consultants, affiliates and agents harmless against any and all damages, liability, costs and expenses (including legal fees and expenses) arising out of any third party (including from any Customer or Authorized User(s)) claim, suit, action, damages, costs, losses, expenses and other liabilities arising from or in connection with any breach by Partner of any of Partner's covenants, representations, warranties or obligations contained in this Agreement.

10. DISCLAIMERS; LIMITATION OF LIABILITY

(a) **Warranty Disclaimers.** NOTWITHSTANDING ANY OTHER TERM IN THIS AGREEMENT, 1PASSWORD MAKES NO REPRESENTATIONS OR WARRANTIES REGARDING THE SERVICE OR ITS PERFORMANCE, OTHER THAN EXPRESSLY IDENTIFIED IN THE TERMS OF SERVICE. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION 10 (DISCLAIMERS; LIMITATION OF LIABILITY), 1PASSWORD'S SERVICES AND DELIVERABLES ARE PROVIDED "AS-IS" AND WITHOUT ANY WARRANTY OF ANY KIND. 1PASSWORD EXPRESSLY DISCLAIMS ALL OTHER REPRESENTATIONS, WARRANTIES, INDEMNITIES, COVENANTS AND CONDITIONS, ORAL OR WRITTEN, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE IN LAW OR FROM A COURSE OF DEALING OR USAGE OF TRADE REGARDING OR RELATING TO 1PASSWORD'S SERVICES AND DELIVERABLES; INCLUDING ANY IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY, MERCHANTABILITY QUALITY AND FITNESS FOR ANY PURPOSE, TITLE AND NON-INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OR THAT THE SERVICE WILL OPERATE WITHOUT ERROR OR INTERRUPTION.

(b) **Exclusion of Consequential Damages.** IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES OF ANY KIND INCLUDING, WITHOUT LIMITATION, LOSS OF USE, LOSS OF DATA, LOSS OF SALES OR PROFIT, FAILURE TO REALIZE EXPECTED SAVINGS, BUSINESS INTERRUPTION, LOSS OF BUSINESS, PERSONAL INJURY, PROPERTY DAMAGE, ANY LOSS ASSOCIATED WITH OR ARISING IN RELATION TO ANY 1PASSWORD SERVICES OR DELIVERABLES; OR ANY LOSS OR

FAILURE RESULTING FROM THE USE OF OR INABILITY TO USE ANY 1PASSWORD SERVICES OR DELIVERABLES, OR THE PROVISION OF OR FAILURE TO PROVIDE SUPPORT: (A) WHETHER OR NOT SUCH LOSSES OR FAILURES ARE CONSIDERED DIRECT OR INDIRECT, ARE REASONABLY FORESEEABLE, OR SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR FAILURE TO REALIZE; AND (B) HOWEVER CAUSED, INCLUDING, WITHOUT LIMITATION, THOSE RESULTING FROM 1PASSWORD'S SERVICES OR DELIVERABLES, AND (C) REGARDLESS OF THE THEORY OF LIABILITY INCLUDING, WITHOUT LIMITATION, WHETHER THE ACTION AROSE IN CONTRACT (INCLUDING, WITHOUT LIMITATION, FROM A FUNDAMENTAL BREACH, OR BREACH OF A CONDITION, FUNDAMENTAL TERM OR WARRANTY); OR IN TORT (INCLUDING, WITHOUT LIMITATION, NEGLIGENCE); OR OTHERWISE.

- (c) **Limitation of Liability.** NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, IN NO EVENT SHALL 1PASSWORD'S AGGREGATE LIABILITY FOR ANY CLAIM, LOSS OR DAMAGE ARISING FROM THIS AGREEMENT EXCEED THE TOTAL FEES RECEIVED BY 1PASSWORD FROM PARTNER IN THE IMMEDIATELY PRECEDING SIX (6) MONTH PERIOD FOR THE OFFENDING SERVICE GIVING RISE TO THE CLAIM.

11. PROTECTION OF CONFIDENTIAL INFORMATION

- (a) **Confidential Information.** Each Party acknowledges that it may receive or be exposed to certain confidential and/or proprietary information regarding the other Party's business including, information concerning a Party's business operations, technology, customers, partners, suppliers, services, products, research and development, marketing plans, business plans and pricing information (collectively, "**Confidential Information**"). Confidential Information includes information that:
 - (i) is disclosed by the disclosing Party in writing and is marked or identified as confidential or proprietary (or a like designation) at the time of disclosure or within a reasonable time thereafter; or
 - (ii) is disclosed by the disclosing Party in any other manner and is identified as confidential at the time of disclosure or within a reasonable time thereafter; and
 - (iii) given the circumstances of the disclosure and the nature of the information, should be understood by the receiving Party, exercising reasonable business judgment, to be confidential.
- (b) **Use of Confidential Information.** The receiving Party agrees that during the term of the Agreement and for a period of two (2) years thereafter:
 - (i) The disclosing Party shall retain ownership of the Confidential Information and that the receiving Party shall not acquire any rights therein, except the right to use such Confidential Information for the purpose of carrying out such Party's obligations in this Agreement; and
 - (ii) The receiving Party shall not disclose the Confidential Information to any third party except with the Disclosing Party's prior written consent, and shall use at least the same degree of care to protect the Confidential Information from unauthorized disclosure or access that the receiving Party uses to protect its own Confidential Information, but not less than reasonable care, including measures to protect against the unauthorized use, access, destruction, loss and alteration of such Confidential Information;

(iii) The receiving Party may share the Confidential Information with its own employees, officers, directors, subcontractors, representatives and agents with a need to know such Confidential Information, provided that they agree to be bound by the confidentiality obligations of this Agreement; and

(iv) The receiving Party agrees to indemnify the Disclosing Party for any breach by it or any of its employees, officers, directors, subcontractors, representatives and agents of the receiving Party's obligations of confidentiality in this Agreement.

- (c) **Exclusions.** Confidential Information shall not include any information or material which: (i) was lawfully in the possession of the receiving Party prior to receipt from the disclosing Party, (ii) is or becomes publicly available through no wrongful act of the receiving Party, (iii) is obtained by the receiving Party from a third party without restriction, (iv) is independently developed by the receiving Party, (v) is disclosed by the receiving Party with the disclosing Party's prior written approval, or (vi) is required to be disclosed by a court of competent jurisdiction or other governmental authority provided that the receiving Party takes reasonable steps to give the other Party sufficient prior written notice so that it can challenge such requirement.

12. GENERAL PROVISIONS

- (a) **Assignment.** Neither Party shall assign or transfer any rights or obligations under this Agreement, in whole or in part, without the prior written consent of the other Party, which consent shall not be unreasonably withheld or delayed. However, notwithstanding the foregoing, 1Password may assign or transfer its rights under this Agreement: (i) to an affiliate; (ii) to any successor in interest in the event that 1Password merges or consolidates with a third party, or a third party purchases all, or substantially all of the shares or assets of 1Password, as the case may be, provided that in each case the assignee or transferee agrees to be bound by this Agreement. This Agreement shall be binding upon and inure to the benefit of each of the Parties and their respective successors and permitted assigns.
- (b) **Independent Contractors.** The Parties understand and agree that they are independent contractors to one another, and neither Party nor any of their respective representatives is an employee, agent, joint venture or partner of the other. Neither Party may accept any obligation or incur any liability on behalf of the other except as expressly otherwise permitted, and each Party shall pay any and all of its own expenses and charges relating to its performance of contractual obligations hereunder.
- (c) **Export and Control Restrictions.** This Agreement is subject to any governmental laws, orders or other restrictions on the export of software programs and related information and documentation that may be imposed by governmental authorities. 1Password and the Partner shall comply with any governmental laws, order or other restrictions related to export and re-export (including technical data and any related information and documentation) which may be imposed from time to time by governments of Canada and the United States and any other applicable country.

- (d) **Force Majeure.** Except for any payment obligation, neither Party shall be liable to the other to the extent any failure or delay in performing its obligations hereunder, or for any loss or damage resulting therefrom, is due to: (i) acts of God or public enemy, acts of government, riots, terrorism, fires, floods, strikes, lock outs, epidemics, act or failure to act by the other Party, or unusually severe weather, or (ii) causes beyond their reasonable control and which are not foreseeable (each a “**Force Majeure Event**”). In the event of any such Force Majeure Event, the date of delivery or performance shall be extended for a period equal to the time lost by reason of the delay. The Party experiencing the delay shall provide prompt written notice and continuous updates to the other Party and take commercially reasonable efforts to mitigate against the delay or other inability to act.
- (e) **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario, Canada, excluding the United Nations Convention on Contracts for the International Sale of Goods. Each Party irrevocably consents and submits to the exclusive jurisdiction of the courts of the Province of Ontario, Canada (and all courts competent to hear appeals therefrom) and waives any objection thereto on the grounds of venue, forum non-conveniens or any similar grounds, and irrevocably consents to service of process by mail or in any other manner permitted by applicable law.
- (f) **Dispute Resolution.** All disputes and questions whatsoever which arise between the Parties in relation to this Agreement or the interpretation thereof, for which a Party does not consider has been satisfactorily resolved through the regularly or specially scheduled meetings of the Parties, shall be submitted first to the upper management level of the Parties. If the Parties’ upper management are unable to resolve the dispute or question within thirty (30) days, the Parties may agree to proceed to arbitration. Notwithstanding the foregoing, a Party shall retain the right to immediately seek injunctive or equitable relief in a court of competent jurisdiction. Arbitration shall take place in Toronto, Ontario, Canada and be conducted in the English language. Unless stated otherwise on the Commercial Form, the arbitration shall be held in accordance with the Rules of Arbitration of the International Chamber of Commerce (“Arbitration Centre”) then in force and shall be heard by one (1) arbitrator selected by the chairperson of the Arbitration Centre. Notwithstanding any other provision of this Agreement, in the event of claims or disputes regarding: (i) amounts owed a Party; or (ii) breach or threatened breach of obligations relating to confidentiality, intellectual property, reverse engineering or regulatory matters, then without prejudice to the rights of the Parties to submit the matter to arbitration, a Party shall have the right to seek relief in any court with jurisdiction including, without limitation, for money damages or injunctive relief. Subject to the preceding sentence, each Party shall bear one half of the costs associated with the arbitration proceedings. The substantive laws of the Province of Ontario will be applied, and the proceedings will be held in the English language in Toronto, Canada. The decision of the arbitral tribunal shall be final and binding on the Parties with no right to appeal. All dispute resolution proceedings shall be confidential.
- (g) **Severability.** The provisions of this Agreement shall be deemed severable. If any provision of this Agreement is held by any court of competent jurisdiction to be illegal or unenforceable, such provision shall either be modified to the extent necessary to render it enforceable or shall be severed from this Agreement and the remaining provisions of this Agreement shall remain in full force and effect.

- (h) **Amendments.** This Agreement shall not be amended, modified or waived except in a writing signed by both Parties hereto. No course of dealing or usage of trade by or between the Parties shall be deemed to affect any such amendment, modification or waiver.
- (i) **Survival.** The provisions of Section 3(d) (Terms of Service), 5 (Partner Obligations), 7 (Termination), 8 (Intellectual Property Rights), 9 (Partner Indemnification), 10 (Disclaimers, Limitation of Liability), and 11 (Protection of Confidential Information) shall survive the expiration or termination of this Agreement.
- (j) **Entire Agreement.** This Agreement constitutes the entire agreement and understanding between 1Password and the Partner with respect to the relevant subject matter, and supersedes any and all prior written or verbal agreements, proposals or representations.
- (k) **Agreement Execution.** This Agreement may be executed in two or more identical counterparts, each of which shall be deemed to be an original and all of which taken together will be deemed to constitute the Agreement. The Parties may sign and deliver this Agreement by electronic transmission.
- (l) **Notices.** Any notice, request, demand, waiver, consent, approval or other communication required to be given pursuant to this Agreement (each, a “**Notice**”) shall be in writing and shall be deemed given: (i) upon delivery, if by hand or courier; (ii) after three (3) business days, if sent by overnight mail by a nationally recognized courier; or (iii) upon transmission, if sent by electronic transmission, except that if notice is received after 5:00 p.m. on a business day at the place of receipt, it shall be effective as of the following business day. All Notices are to be given or made to the Parties at the addresses appearing it’s signature page below, or to such other address as any Party may designate by a Notice given in accordance with these provisions.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives, effective as of the Effective Date first above written.

[insert Partner full legal name]	Agile Bits, Inc. (dba 1Password)
Authorized Signature: _____	Authorized Signature: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____
Address for Notice:	Address for Notice:
[insert Partner name] [insert corporate address] Attention: [insert name or role of primary contact] Email: [insert primary contact email address]	Agile Bits Inc. dba 1Password 4711 Yonge Street, 10th Floor, Toronto, ON M2N 6K8 Canada Attention: Head of Partnerships Email: partners@1password.com and cc: Legal Department