

UBIQ SECURITY PARTNER PROGRAM AGREEMENT

By participating in the Ubiq Security Partner Program (“**Program**”), the company or entity submitting the partner application (“**Partner**”) agrees to be bound by the terms and conditions herein (“**Agreement**”). Please save or print a copy of this Agreement for your records. Unless otherwise specified by Ubiq Security Inc. (“**Ubiq**”), the Program includes, and this Agreement shall apply to, all subprograms, including marketing and incentive programs that are offered to you as a participant in the Program.

1. Membership and Benefits Overview

(a) **This program is for reseller partners only. For the sake of clarity, a reseller is a partner that purchases product from Ubiq, or in markets where Ubiq has an authorized distributor from whom the reseller purchases product, and sells only to one or more end user customers and not to other resellers or distributors. A distributor is an authorized regional partner who sells products to resellers or fulfills purchases of product by resellers on behalf of Ubiq.**

(b) Benefits. Ubiq may, but is not obligated to, offer or make various benefits (“Benefits”) available to you, with or without conditions, as described in the Ubiq Security Partner Program Overview (<https://www.ubiqsecurity.com/partners>) and incorporated by this reference into this Agreement.

(c) Application to Participate in Program. You must apply to participate in the Program. Completion of the partner application does not mean or imply that you have been accepted into the Program; you must also accept the terms and conditions of this Agreement prior to participating and Ubiq must accept your application. If you are accepted and agree to these terms, you will receive an email confirmation from Ubiq acknowledging your acceptance.

(d) Benefit Levels, Participation. Ubiq reserves the right to modify, add, delete benefit levels in the Program. Even if you initially qualify for a particular partner level in the Program, you agree that Ubiq may move you to a lower partner level should you fail to meet the minimum requirements of the higher partner level at any time.

Participation in each partner level has specific requirements. You agree that:

- a) to qualify for the level, you must meet the requirements for such level;
- b) you shall prequalify annually for the level; and
- c) you shall continue to meet the requirements of the level you achieve or select during the entire Program year.

- (e) Requirements to Receive Benefits. To receive Benefits:
- (i) The Program and the particular Benefit must be in effect.
 - (ii) You agree to use the Benefits only for the purposes and intent for which the Benefit is specifically granted and for no other purpose and may not transfer the benefits to another person or partner directly or indirectly.
 - (iii) You must at all times be in compliance with the terms and conditions of this Agreement and the Program, the applicable partner level specific benefit policies and requirements, and all other guides, policies, requirements, special instructions, and conditions published on the Ubiq website or other Ubiq websites or communicated to you from time to time.
 - (iv) You must maintain a current registration profile with Ubiq, including providing yearly updates and prompt notification to Ubiq in writing of any change that may affect your participation in the Program.
 - (v) You must maintain good credit and payment standing with Ubiq.
 - (vi) You must complete the applicable Ubiq Partner sales and technical training within a reasonable period in order to be eligible to receive Benefits.
 - (vii) Ubiq must have all applicable tax forms and payment information for you on record.
- (f) Loss of Benefits, Reimbursement. Without limiting any remedy to which Ubiq might otherwise be entitled to, in the case of a “Triggering Event”, and upon expiration of thirty (30) days’ advance notification period to cure the Triggering Event, Ubiq may immediately reduce, revoke or recover any Benefit earned by you as a result of the Triggering Event.

Each of the below constitutes a “Triggering Event”): (i) fail to satisfy Ubiq’s conditions or instructions to earn the Benefit; (ii) breach any provision of this Agreement; (iii) knowingly make any false statement to Ubiq in attempt to fraudulently earn the benefit; (iv) knowingly provide any inaccurate information or data to Ubiq (including any inaccurate books or records) in an attempt to fraudulently earn the benefit; (v) engage in any gray market, sideways selling, fraudulent, corrupt, unlawful or negligent activity; (vi) purposefully damage or disparage Ubiq’s reputation or goodwill (or the reputation of Ubiq’s products, personnel or business partners); or (vii) otherwise harm or cause a loss of business to Ubiq.

Upon expiration of the thirty (30) days’ advance notice and cure period and your failure to cure, Ubiq will notify you in writing of any Benefit(s) that are being reduced, revoked or recovered as a result of a Triggering Event. If a Triggering Event has occurred and a thirty (30) days’ advance notice has been given, but you have not yet received the applicable Benefit(s), then, the Benefit shall immediately be suspended until the Triggering Event is cured or the thirty (30) day period expires, resulting in your loss of the Benefit. If a Triggering Event has occurred and you have received the applicable Benefit(s), then, upon request, you will, as instructed by Ubiq, reimburse Ubiq the entire amount (or such other lesser amount identified by Ubiq) of the Benefit that is being revoked or reduced as a result of the Triggering Event. Upon Ubiq’s request, you will certify in writing to Ubiq that you have not committed a Triggering Event. Benefits are valid only for the time period, limited quantities, end user, and geographic locations approved by Ubiq.

(g) Administrative. This Program is not exclusive and Ubiq may authorize any qualified third party to participate in the Program. The Benefits are subject to change in Ubiq's sole discretion at any time. Ubiq's records and systems shall be conclusive for purposes of determining your eligibility and Program Benefits and for performing any computation under the Program.

2. Partner Program Content

(a) Content Ownership. Members of the Program will have access to specific Ubiq Partner Content created for partners and accessed on the Ubiq website. This Partner Content is intended for the sole use of the Partner and you shall not grant any third-party access to the Partner Content without the prior written approval of Ubiq. This includes but is not limited to original art work, graphics, images, screen shots, text, video clips, trademarks, logos, product names, slogans, and any compilation of the foregoing, as well as certain proprietary marketing materials and other information related to Ubiq's products ("Products") and services ("**Services**"), including marketing brochures, competitive market analysis, pricing and product specifications. This Partner Content is the property of Ubiq and its licensors, and is protected in the U.S. and internationally under trademark, copyright, and other intellectual property laws.

(b) Authorization to Use Content, Restrictions. You are authorized to access and use the Partner Content as set forth in this Agreement, provided that: (a) your use of the Partner Content as permitted hereunder is solely for internal use (except as otherwise set forth herein) to promote and market Products and Services and to participate in the Program; (b) except as authorized herein, you shall not copy, distribute or transfer any portion of the Partner Content on any media; (c) you shall not alter, adapt or otherwise modify any part of the Partner Content other than as may be reasonably necessary to use that part of the Partner Content for its intended purpose subject to the terms of this Agreement.

(c) Authorization to Use Marketing Materials. Some of the Partner Content may be identified and intended for download, redistribution and/or public display as part of your marketing of the Products and Services ("**Marketing Materials**"). Subject to all the terms of this Agreement, Ubiq hereby grants to you, during the term of and subject to your compliance with this Agreement, a limited, non-exclusive, non-transferable, non-sublicenseable license to use, reproduce, distribute and display the Marketing Materials, solely for the purpose of marketing and promoting the Products and Services in strict accordance with Ubiq's guidelines, and for no other purpose. Except as expressly authorized otherwise by Ubiq, no other license to or right in any Partner Content or other materials of Ubiq is granted to, or conferred upon, you. Ubiq may provide you with materials and content other than Partner Content as part of the Program. Except as otherwise indicated by Ubiq, such other materials and content shall be considered Partner Content (or if so designated, Marketing Materials) and subject to the above and this Agreement.

3. Partner Covenants

(a) Accurate and Complete Information. As part of the application process for the Program, and with respect to eligibility to receive Benefits, you will be required to provide certain information to Ubiq, including, but not limited to, end-customer contact information (name, company, position, email, phone number, etc.). You represent and warrant that, to the best of your ability and without knowingly misrepresenting, such information shall be accurate and complete.

(b) Business Conduct. You shall (i) conduct business in a manner that does not reflect unfavorably on the Products and the Services and the good name, good will and reputation of Ubiq; (ii) avoid deceptive,

misleading or unethical practices that are or might be detrimental to Ubiq; (iii) make no false or misleading representations with regard to Ubiq, the Products or Services; (iv) make no representations, warranties or guarantees to potential customers or to the trade with respect to the specifications, features or capabilities of the Products and Services other than those that are included in the literature distributed by Ubiq or otherwise expressly authorized by Ubiq in writing; and (v) will comply with all applicable laws and regulations in any of your dealings with respect to the Program and the Products and Services and not engage in any unlawful or improper sales activities such as gray market or sideways sales.

(c) Resale Obligations. You shall purchase Products and Services only from Ubiq, or where applicable, an authorized Ubiq distributor (“**Authorized Distributor(s)**”) and not from another reseller partner or other third party. Authorized Distributors are authorized to sell Products and Services only in certain countries (their “Territory”). It is your responsibility to ensure that you are located within the Territory of the Authorized Distributor from whom you purchase Products and Services. To the extent permitted by applicable law, you agree to (i) resell Products and Services only to end user customers located in the Territory (and which end user customer to your knowledge intends to install and use the Products/Services in that Territory) for their own internal end use and not to another party for further resale, shipment or use outside of the country of purchase, and (ii) resell the Products and Services with all packaging, warranties, disclaimers, license agreements and other materials as provided with Products and Services and without modification to any such materials. **Without limiting Ubiq’s right to terminate this Agreement for breach of this subsection or any other remedies, any Products or Services purchased from other than an Authorized Distributor or sold or distributed in breach of the above are not eligible for any of the discounts nor included in any other calculations under which Benefits may be calculated under the Program.** This Agreement does not guarantee that any Authorized Distributor will be willing to sell the Products and Services to you. All pricing and payment terms, delivery terms, etc. are and shall be solely between you and the Authorized Distributor(s) you engage with, and Ubiq is not liable to you for any breach by an Authorized Distributor of its agreement(s) with you or any other actions or omissions of an Authorized Distributor.

(d) Anti-Corruption. “Anti-Corruption Laws” means the anti-corruption or anti-bribery laws in effect in jurisdictions where you market or sell Ubiq products or services, and specifically includes the Foreign Corrupt Practices Act of the United States, the UK Bribery Act 2010, and the applicable Anti-Corruption Laws in each jurisdiction in which you are doing business.

(i) You agree to comply with the Anti-Corruption Laws.

(ii) You shall not, in connection with this Agreement, take or allow any third party to take, any action or engage in any practice that would violate the Anti-Corruption Laws.

(iii) You agree that in the event that you subcontract the provision of any element of this Agreement to any person, or receive any services in connection with your performance of this Agreement from any person (each an “Associated Person”), you shall impose upon such Associated Person Anti-corruption obligations that are no less onerous than those imposed upon you in this Agreement.

(iv) You represent and warrant that neither you nor any of your officers or employees has been convicted of any offense involving bribery, corruption, fraud or dishonesty or, to the best of your knowledge, have been or is the subject of any investigation, inquiry or enforcement proceeding by any governmental, administrative or regulatory body regarding any offence or alleged offence under the Anti-Corruption Laws.

(v) You shall (a) maintain, throughout the duration of dealings between you and Ubiq, your own anti-corruption policies and procedures, including adequate procedures designed to ensure that you and your Associated Persons comply with the Anti-Corruption Laws; (b) provide a copy of such policies and procedures to Ubiq on request; and (c) monitor and enforce such policies and procedures as appropriate. You shall provide information, documentation and reasonable assistance to Ubiq and its authorized representatives for purposes of ensuring your compliance with the Anti-Corruption Laws or to support an inquiry or investigation of a suspected violation of those laws.

(vi) Ubiq may immediately terminate this Agreement or suspend its performance hereunder if: (i) Ubiq has reason to believe that you have breached this section, or that a breach may occur; or (ii) you refuse to provide information requested by Ubiq to confirm your compliance with this section. Ubiq shall not be liable to you for any claims or damages related to its decision to withhold payments under this paragraph. If you violate the Anti-Corruption Laws with regard to any transaction for which the incentive was paid, any incentive which Ubiq has paid to you shall be automatically terminated and cancelled, and such incentive shall be promptly refunded to Ubiq.

(e) **Export Control.** By accepting this Agreement, you agree to comply with all applicable export control laws and regulations in the United States and in other countries where you market or sell Ubiq Products or Services. You also agree that you will not export or re-export any technical data or products to any country embargoed by the U.S. or to any specially denied national (SDN) or denied entity identified by the U.S. in the U.S. Export Administration regulations as found at: <https://www.export.gov/csl-search> or as otherwise included in any official list of U.S. embargoed countries, persons or entities, unless properly authorized by the U.S. Government. You confirm that you and your employees and agents who may have access to and/or resell the Products and Services, and any party to whom you may distribute and/or resell the Products and Services to, are not listed on any governmental export exclusion lists.

(f) **No Refurbishments.** You shall not refurbish Ubiq products for resale or marketing by yourself or others. You have no license from Ubiq to use Ubiq software to refurbish Ubiq products. You shall not market or sell refurbished, returned or previously owned or used Ubiq products, including used products that you have obtained from an end user or any other third party without prior written approval from Ubiq. However, you may market and sell refurbished or previously owned or used equipment that you have purchased directly from Ubiq in accordance with the terms of such purchase.

(g) **Ubiq Terms and Conditions.** Products and Services are sold according to the Ubiq Terms and Conditions available at <https://www.ubiqsecurity.com/ubiq-terms-and-conditions/> (the "Terms and Conditions"). If you purchase Products or Services to use in your role as a managed service provider, you agree to comply with all of the Terms and Conditions and all agreements relating to your role as a managed service provider.

4. Ownership and Retention of Intellectual Property Rights.

Ubiq and its suppliers retain sole ownership of all intellectual property rights embodied in the Products and Services. You agree not to (i) disassemble, decompile or otherwise reverse engineer the Products or otherwise attempt to learn the source code, structure, algorithms or ideas underlying the Products except, and solely to the extent, such restriction is unenforceable under applicable law and then, only after having provided Ubiq with prior written notice, (ii) take any action contrary to the Terms and Conditions, (iii) create derivative works or otherwise modify the Products, or except as expressly authorized under the

Terms and Conditions if you are using a Product as a managed service provider or end user, copy or otherwise reproduce the Products, or (iv) authorize others to do any of the foregoing.

5. Trademarks and Domain Names.

(a) Limited License. Subject to the terms and conditions of this Agreement, Ubiq grants you a non-exclusive license to use Ubiq's logos and trademarks associated with the Products and Services ("**Trademarks**") to promote and market the Products and Services, provided that your use of the Trademarks is in accordance with Ubiq's then-current trademark usage guidelines.

(b) Restrictions. You acknowledge and agree that Ubiq owns the Trademarks and that any and all goodwill derived from use of the Trademarks by you hereunder inures solely to the benefit of Ubiq, its successors and assignees. You agree not to register a domain name that incorporates any Trademarks or Product or Service names, or any name that is confusingly similar to any Trademark or Product or Service name. You also agree that you shall not use the Trademarks in search engine advertising, either as a keyword or in advertisements appearing on search engines or in email addresses, without Ubiq's prior written permission.

6. Confidential Information.

(a) In connection with this Agreement, you may have access to information of Ubiq and its suppliers that is not generally known to the public including technology, customers, pricing, incentives, sales and marketing plans, research and development, or product plans, customer and supplier data, financial and technical information, trade secrets and other business information relating to the Program or Partner Content. You shall keep all Ubiq Confidential Information strictly confidential for a period of three years after the termination of this Agreement, using at least the same degree of care as you use to protect your own confidential information, but no less than reasonable care. Confidential Information includes any information Ubiq designates or otherwise identifies as confidential, and any other information that would reasonably be considered confidential based on the type of information or the circumstances of disclosure.

(b) You may use the Ubiq Confidential Information solely for the purpose of, and in connection with, your business relationship with Ubiq. No license or conveyance of any rights under any patent, copyright, trade secret, trademark or any other intellectual property right to Ubiq Confidential Information is granted under this Agreement except the limited rights to use the Ubiq Confidential Information as expressly set forth in this paragraph. You may only disclose Ubiq Confidential Information to any third party with Ubiq's prior written consent. You may share Ubiq Confidential Information with only your employees who have a need to know and who are subject to legally binding obligations of confidentiality no less restrictive than those imposed by this Agreement. These confidentiality obligations do not apply to any Ubiq Confidential Information that (a) you can demonstrate was in your possession before receipt from Ubiq; (b) is or becomes publicly available through no fault by you; or (c) you rightfully received from a third party without a duty of confidentiality.

(c) If you are required by a government body or court of law to disclose any Ubiq Confidential Information, you agree to give Ubiq reasonable advance notice so that Ubiq may contest the disclosure or seek a protective order. Upon Ubiq's written request, you shall promptly return all Ubiq Confidential Information, together with all copies, or certify in writing that all such Ubiq Confidential Information and copies thereof have been destroyed. You acknowledge that damages for improper disclosure of Ubiq

Confidential Information may be irreparable and that Ubiq shall be entitled to seek equitable relief, including injunction and preliminary injunction, in addition to all other remedies available at law or in equity.

7. Records, Audit.

(a) Throughout your participation in this program and for a period of three (3) years thereafter, you shall maintain legible, accurate and complete books and records concerning this Agreement and your activities hereunder (“Records”) At the end of this retention period, you shall appropriately dispose of all Records.

(b) Upon Ubiq's request, you shall cooperate with and assist Ubiq with any audit, review, or investigation ("Audit") that relates to (i) this Agreement or your compliance with law; (ii) your marketing, sale, distribution, licensing, or delivery of Products and Services, whether sourced from Ubiq or an Authorized Distributor; (iii) any rebates, incentives, concessions, or other amounts paid or payable by Ubiq under the Program or (iv) any amounts due to Ubiq. In connection with an Audit, you shall deliver all Records, information, and documents reasonably requested by Ubiq. Ubiq has the right to conduct onsite Audits, and you grant Ubiq and its employees and representatives reasonable access to Records, information, personnel, and customers (including customer agreements to verify your compliance with this Agreement) and will provide entry and access to your premises or other locations during normal business hours where such information and Records are located. Failure to cooperate with an Audit or provide the information or Records requested by Ubiq is a material breach of this Agreement. Ubiq will pay the costs of an Audit except where a material breach of this Agreement or the Program is detected by the Audit, in which case you agree to be responsible for all reasonable costs.

8. Privacy and Data Protection

(a) You agree that you will comply with all applicable privacy laws, including any law, statute, directive, or regulation, all legislative and/or regulatory amendments or successors thereto in the United States, the UK, the EU, and your own jurisdiction, regarding privacy, data protection, information security obligations and/or the processing of personal data in connection with this Agreement.

(b) You acknowledge and agree that Ubiq's performance of this Agreement may require Ubiq to process or store personal data of you, your employees, and prospective or actual end user customers, and to transmit such data within Ubiq or to Ubiq affiliates, partners and/or agents, and that You have obtained all necessary authorizations for lawful processing prior to passing any personal data to Ubiq. Such processing, storage, and transmission may be used for the purpose of enabling Ubiq to perform its obligations under the Program and this Agreement, and as described in Ubiq's Privacy Policy located at <https://www.ubiqsecurity.com/privacy-policy/> (the “Privacy Policy”) and may take place in any of the countries in which Ubiq and its affiliates conduct business. Ubiq reserves the right to change the Privacy Policy from time to time as described in the Privacy Policy. Ubiq shall not be liable for any claim brought by you or a data subject arising from any action or omission by Ubiq to the extent that such action or omission resulted from compliance by Ubiq with your instructions.

(c) If you receive information regarding marketing or sales opportunities from Ubiq, it may contain personally identifiable or other protected information. You agree to use such information solely in connection with sales efforts related to Products or Services and for the explicit purposes provided by Ubiq. You confirm that you have reviewed Ubiq's Privacy Policy, and you agree that your practices and

policies with regard to the use of personally identifiable and other protected or related information supplied by Ubiq shall be consistent with the Privacy Policy and shall comply with any applicable law. You agree that the acquisition of information regarding marketing or sales opportunities from Ubiq will be in accordance with policies established by Ubiq and that as between you and Ubiq, Ubiq shall be the owner of all such information. You are responsible for maintaining the confidentiality of such information. Upon conclusion of your use of information regarding marketing or sales opportunities for the purpose authorized by Ubiq or in the event that you improperly obtain such information from Ubiq, you shall immediately return, destroy, or refrain from using the information.

(d) Sharing Information With Authorized Distributors. Ubiq may determine in its sole discretion to transfer your business to a Ubiq Authorized Distributor and may share your information (including company name and contact information (such as contact names, phone and fax numbers, addresses, and emails) with that Authorized Distributor to ensure continued high quality service.

9. Indemnity

You agree to defend, indemnify, and hold Ubiq, its affiliates, and their respective directors, officers, employees, agents, suppliers, contractors, successors and assignees harmless from any and all third party liabilities, claims, demands, suits, actions, and proceedings, damages, penalties, settlements, attorneys' fees, expenses, and costs of investigation and litigation for third party claims resulting or arising from your conduct related to the Program, your breach of this Agreement, or any claims relating to your employees or contractors, regardless of the form of action.

10. Warranties

(a) Warranties. With respect to Ubiq Products and Services, Ubiq makes only those warranties directly to End Users as set forth in the Ubiq Terms and Conditions available at <https://www.ubiqsecurity.com/ubiq-terms-and-conditions/> (the "Terms and Conditions").

(b) Disclaimers. UBIQ EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT AND ANY WARRANTIES THAT MAY ARISE FROM COURSE OF DEALING, COURSE OF PERFORMANCE, OR USAGE OF TRADE.

11. Limitation of Liability

NOTWITHSTANDING ANYTHING ELSE IN THIS AGREEMENT OR OTHERWISE, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL UBIQ, ITS AFFILIATES OR THEIR RESPECTIVE SUPPLIERS BE LIABLE FOR ANY INDIRECT, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, LOST OR CORRUPTED DATA, LOST PROFITS OR SAVINGS, LOSS OF BUSINESS OR OTHER ECONOMIC LOSS OR COSTS OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, ARISING OUT OF OR RELATED TO THIS AGREEMENT, THE PROGRAM, OR THE PRODUCTS AND SERVICES, WHETHER OR NOT BASED ON TORT, CONTRACT, STRICT LIABILITY OR ANY OTHER LEGAL THEORY AND WHETHER OR NOT UBIQ HAS BEEN ADVISED OR KNEW OF THE POSSIBILITY OF SUCH DAMAGES. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, UBIQ'S MAXIMUM LIABILITY TO YOU ARISING FROM OR RELATING TO THIS AGREEMENT, THE PROGRAM, AND THE PRODUCTS AND SERVICES, SHALL BE LIMITED TO FIVE HUNDRED U.S. DOLLARS (US\$500.00).

12. Termination

(a) Each party may terminate this Agreement at any time, with or without cause, by providing (30) days' written notice to the other party; provided, however, If termination for cause, then the Agreement will not terminate if the other party has cured the cause for termination prior to the expiration of such (30) day period. Notice to Ubiq should be sent to the email address stated below.

(b) Upon any termination of this Agreement, (i) you shall cease to be a member of the Program and all of your rights to receive any Benefits of the Program shall cease, (ii) Ubiq is not obligated to provide any Benefits related to or arising from the cause of such suspension or termination, and (iii) you shall cease using, and shall return or destroy, all copies of the applicable Ubiq property, Confidential Information, information regarding marketing or sales opportunities provided by Ubiq, and all Marketing Materials.

(c) All provisions that by their nature are intended to survive the termination shall survive termination of your participation in the Program and this Agreement.

13. Miscellaneous.

(a) Change in Terms or Termination of Program. Ubiq may, in its sole discretion, change the terms of the Program for its convenience upon thirty (30) days' prior written notice. Additionally, Ubiq may terminate the Program at any time, in whole or in part, for its convenience, upon (90) days' prior written notice. Changes will be provided by email or by posting them, or the Agreement, with the changes incorporated, in the Partner Content. You agree to check the Partner Content periodically for changes. If any change in terms is unacceptable to you, your sole recourse is to terminate your participation in the Program. If you continue to participate in the Program, such participation will constitute your binding acceptance of the change. Additional or different terms in any written communication from you are void and any use of forms, such as purchase orders, invoices, etc., are for convenience only, and any terms set forth therein that are in addition to, inconsistent or in conflict with the terms of this Agreement shall be given no force and effect.

(b) Entire Agreement, Interpretation. This Agreement, including the terms in the Partner Content, all Program guides, policies, requirements, special instructions, and conditions published in the Partner Content or other Ubiq websites or communicated to you from time to time constitutes the entire agreement between you and Ubiq regarding the Program. Both parties expressly disclaim any reliance on any oral statements, representations, or courses of conduct, including any right to continue to participate in the Program other than as provided herein. The language in this Agreement shall be construed in accordance to its plain meaning and not strictly for or against any one or more of the parties hereto. In the event of any conflict between this Agreement and any other terms referenced herein or posted in the Partner Content, the terms of this Agreement shall prevail. "Including" means "including but not limited to". Section headings are for convenience only.

(c) Independent Contractors. You and Ubiq are independent contractors and shall have no authority to bind the other. Neither this Agreement nor your participation in the Program shall be deemed to create a partnership, agency, joint venture, franchise, or other similar arrangement, and the employees, agents, or representatives of one party shall not be deemed to be employees, agents, or representatives of the other party. You acknowledge that use of the term "partner" in the Program name, materials, and administration does not constitute or imply a partnership or any other fiduciary relationship.

(d) Choice of Law and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of California, United States of America, without regard to conflicts-of-laws principles or to the United Nations Convention on Contracts for the International Sale of Goods. You hereby agree that the exclusive jurisdiction for any and all disputes regarding this Agreement and the Program shall be San Diego County, California.

(e) Severability. If any provision of this Agreement is held to be unlawful, void, or unenforceable by a court of competent jurisdiction, that provision shall be severed from this Agreement and not affect the validity and enforceability of the remaining provisions.

(f) Waiver. If Ubiq waives or fails to act with respect to your breach or anyone else's breach on any occasion, Ubiq is not waiving its right to act with respect to future or similar breaches by you or anyone else.

(g) Assignment. You may not assign this Agreement, or any Benefits under the Program, to any third party without the express prior written consent of Ubiq. Ubiq may assign this Agreement.

(h) English Language Controls. The parties confirm that it is their wish that this Agreement, as well as other documents relating to this Agreement, including all notices, have been and will be drawn up in the English language only. The English language version of this Agreement shall control even if it is translated into another language.

By accepting this Agreement, I confirm that (i) I am the person authorized to complete the program application, (ii) the email address in the application is accurate and belongs to the Partner I am representing, (iii) I have authority to accept this Agreement on behalf of the Partner applying to become a member of the Program, (iv) I have read this Agreement in its entirety, and (v) I agree to its terms on behalf of Partner.