



AFFILIATE MARKETING TERMS AND CONDITIONS

These Affiliate Marketing Terms and Conditions (the “**Terms**”) and the insertion order (“**IO**”) referencing them (collectively, the “**Agreement**”) are entered into between Dashlane USA, Inc. (“**Dashlane**”) and the entity named on the IO (the “**Provider**”) and take effect on the date identified on the IO or, if no date is provided, the date the IO is last signed (the “**Effective Date**”).

1. CERTAIN DEFINITIONS

- a. “**Dashlane Content**” means materials Dashlane provides or makes available to Provider for inclusion in a campaign, such as logotypes and marketing materials.
- b. “**Dashlane Data**” means information about Dashlane that is made available to Provider in connection with the Services, but not for public dissemination.
- c. “**Publisher**” means an entity that owns or controls a website or similar platform where Dashlane Content appears in connection with the Services.
- d. “**Services**” means the services Provider performs for Dashlane as set forth in the IO.
- e. “**Tracking**” means the technology used by Provider to monitor Transactions.
- f. “**Transaction**” means an action related to the Services entitling the Publisher and/or Provider to Fees.

2. PUBLISHERS AND CAMPAIGNS

- a. Provider will make available all materials proposed to be publicly available in connection with the Services (i.e., campaign content) to Dashlane for approval. Dashlane must approve all such materials prior to use. Dashlane may request modification of such materials for any reason in its sole discretion.
- b. Provider will inform Dashlane of any Publisher to be used in connection with the Services prior to use. Dashlane may reject the use of any Publisher for any reason and will, upon request, provide a short explanation of such reason. Dashlane will not be required to use any Publisher.
- c. Provider will directly contract with Publishers, and may reject or remove Publishers from the Services in its sole discretion.
- d. Provider will pay Publishers on Dashlane’s behalf. Dashlane will pay Provider the amounts for Transactions calculated in as set forth in the IO (collectively, the “**Fees**”).
- e. Dashlane may at any time request in writing (which may be via email) that Provider remove individual Publishers from the Services. Provider will comply with such requests within forty-eight (48) hours.
- f. This Agreement is between Dashlane and Provider, and no Publisher is or will be deemed to be a third-party beneficiary of the Agreement.

3. DASHLANE OBLIGATIONS

- a. Dashlane will provide all information, support and co-operation Provider reasonably requires to perform the Services and carry out its obligations under this Agreement.
- b. Dashlane will implement Tracking on the Dashlane web sites applicable to the IO in accordance with Provider’s reasonable requirements. Provider will reasonably assist Dashlane with such implementation as requested. In no event will Dashlane share any Personal Data or Personal Information (as those terms are defined by applicable laws such as the GDPR or CCPA) with Provider in connection with Tracking.
- c. Dashlane is solely responsible for its web site(s) and the products or services sold on the web site(s).
- d. If Transactions are not recorded because Tracking is removed or disabled by Dashlane, Dashlane will pay Fees for the period when Tracking was disabled based on the average Fees payable for the affected Services for the two (2) week period prior to such event.
- e. Dashlane will inform Provider of any de-duplication technology used in connection with the Services in order to avoid conflicting Tracking issues.



4. FEES AND INVOICING

- a. Fees will be calculated based on the IO. Provider will invoice Dashlane monthly in arrears based on Tracking reports provided to Dashlane in connection with the invoice. Dashlane will pay undisputed Fees within 30 (thirty) days of receipt of the invoice.
- b. Dashlane may dispute Fees in good faith, provided (i) Dashlane informs Provider of the basis for such dispute with reasonable detail prior to the date payment is due, and (ii) Dashlane timely pays all undisputed amounts. The parties will work in good faith to promptly resolve any disputes.
- c. Upon notice to Dashlane that Fees are overdue and Dashlane's failure to pay such Fees within five (5) days, Provider may suspend the Services until payment is received.
- d. All Fees are exclusive of sales, transaction, value-added or other similar taxes or levies imposed on the receipt of the Services (collectively, "**Taxes**"). Taxes are payable by Dashlane. Provider will itemize any Taxes it is responsible for collecting and remitting on the applicable invoice.

5. CONFIDENTIALITY

- a. "**Confidential Information**" means any non-public material or information that is marked or identified as "Confidential" or the equivalent when disclosed, or that a reasonable person would recognize as confidential from its nature or the circumstances of its disclosure.
- b. In connection with this Agreement, each party (the "**Receiving Party**") may have access to certain of the other party's (the "**Disclosing Party**") Confidential Information, or third-party information that the Disclosing Party is required to maintain as confidential. No ownership of Confidential Information is transferred by this Agreement.
- c. The Receiving Party will: (i) only use Confidential Information to fulfill its obligations hereunder; (ii) only provide access to Confidential Information on an "as-needed" basis to its personnel, agents, and consultants who are bound by obligations materially similar to this Section 5, and (iii) maintain Confidential Information using methods at least as protective as it uses to protect its own information of a similar nature, but with no less than reasonable degree of care. The Receiving Party will promptly return or destroy the Disclosing Party's Confidential Information upon termination or expiration of this Agreement, provided that it may maintain archival, electronic copies of the same consistent with its established document retention policies and subject to this Section 5. This Section 5(c) will apply during and for three (3) years after the Term, except in the case of Confidential Information that is a trade secret, in which case the obligations will survive for so long as the trade secret is maintained.
- d. Confidential Information does not include, and Section 5(c) does not apply to, information that is: (i) publicly available when disclosed or becomes publicly available without fault of the Receiving Party after disclosure; (ii) rightfully communicated to the Receiving Party by entities not bound to keep such information confidential, (iii) independently developed by Receiving Party; or (iv) approved for unrestricted disclosure by the Disclosing Party. In addition, the Receiving Party may disclose Confidential Information to the limited extent required (x) to comply with the order of a court or other governmental body, provided that, to the extent permitted by law, the Receiving Party provides written notice of such order to the Disclosing Party and reasonably cooperates with the Disclosing Party's efforts to limit the scope of such disclosure; or (y) to establish its rights under this Agreement.

6. TERM AND TERMINATION

- a. This Agreement will remain in effect for so long as there is an active IO between the parties (the "**Term**").
- b. This Agreement may be terminated immediately by either party upon written notice if the other party (i) commences insolvency, receivership or bankruptcy proceedings or any other proceedings for the settlement of its debts (or when such proceedings are instituted by a third party and not dismissed within thirty (30) days), (ii) makes an assignment for the benefit of creditors, or (iii) ceases to do business in the normal course.
- c. Either party may terminate an IO for a material breach of the other party under such IO that remains uncured fifteen (15) days following receipt of written notice of such breach.
- d. Dashlane may, in its sole discretion, suspend or terminate any IO upon forty-eight (48) hours' notice, which may be provided via email.



- e. Upon termination or expiration of this Agreement, all licenses granted hereunder will immediately terminate and any Fees accrued prior to the date of such termination will be paid in accordance with Section 4. Sections 1, 5, 6(e), 8, and 11 – 13 will survive expiration or termination of this Agreement.

7. ADJUSTMENTS TO THE SERVICE.

Provider may change or terminate the Service at any time for any reason. If such a change materially diminishes the Services, Dashlane may terminate this Agreement on ten (10) days' written notice (which may be via email).

8. INTELLECTUAL PROPERTY RIGHTS

- a. Subject to Section 8(c), Provider is the owner or licensee of all copyrights, trademarks, know-how or any other rights (collectively, "**Intellectual Property Rights**") in the Services and any software or materials provided in connection with the Services (together with any modifications or developments to the same).
- b. Dashlane may not modify, adapt, lease, resell, sub-license or otherwise distribute the Services or any software or materials provided in connection with the Services. To the extent applicable, Dashlane will not reverse engineer the Services or any associated software, or otherwise seek to derive the source code of such software.
- c. Dashlane is the owner or licensee of all Intellectual Property Rights in Dashlane Content and Dashlane Data. Dashlane grants Provider a revocable, royalty-free right during the Term to use Dashlane Content and Dashlane Data solely as required to provide the Services.

9. DATA PROCESSING AND PROTECTION.

Data exchanged by the parties under this Agreement may only be used as required in connection with the Services. Provider will use, process and store the Dashlane Content and Dashlane Data in accordance with all applicable laws, this Agreement, and any instructions provided by Dashlane, and will use appropriate security measures in connection with such processing.

10. Warranties and Disclaimer

- a. **Mutual Representations and Warranties.** Each party represents and warrants that it (i) has the right to enter into and perform its obligations under this Agreement, and that such performance does not and will not conflict with any other agreement or any judgment or order by which it is bound, and (ii) will comply with all laws applicable to its performance under this Agreement, including those relating to privacy and the protection of sensitive data.
- b. **DISCLAIMER.** EXCEPT AS SPECIFICALLY PROVIDED IN SECTION 10(a), EACH PARTY EXPRESSLY DISCLAIMS ANY REPRESENTATIONS OR WARRANTIES IN CONNECTION WITH THIS AGREEMENT, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.

11. INDEMNIFICATION

- a. Dashlane will indemnify Provider from any losses and liabilities, and expenses incurred by Provider or awarded by a court of competent jurisdiction against Provider, as a result of or in connection with any third party claim (collectively, "**Claims**") that arise out of or relate to: (i) Dashlane Data or Dashlane Content infringing the intellectual property rights of any third party; (ii) Dashlane's failure to comply with any applicable laws; or (iii) Dashlane's contractual relationship with third parties. This indemnity will not apply to the extent that a Claim arises from Provider's breach of this Agreement or Provider's negligent, wilful or fraudulent act or omission.
- b. Provider will indemnify and hold Dashlane harmless from and against any Claims that arise out of or relate to: (i) the Services' infringement of the intellectual property rights of any third party; (ii) Provider's failure to comply with any applicable laws; and (iii) Provider's contractual relationship with any third party. This indemnity will not apply to the extent that a Claim arises from Dashlane's breach of this Agreement or Dashlane's negligent, wilful or fraudulent act or omission.
- c. The obligations in this Section 11 are contingent on the indemnified party (i) promptly notifying the indemnifying party of any indemnifiable claim; (ii) granting the indemnifying party sole control over the defense and settlement of the Claim (provided that no settlement may impose costs or liability on the indemnified party without its written consent); and (iii) providing reasonable assistance to the indemnifying party at the indemnifying party's expense.



12. LIMITATION OF LIABILITY.

EXCEPT FOR A PARTY'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, BREACH OF SECTION 5 (CONFIDENTIALITY), OR INDEMNIFICATION OBLIGATIONS UNDER SECTION 11, IN NO EVENT WILL EITHER PARTY BE LIABLE FOR (i) ANY CONSEQUENTIAL, SPECIAL, INCIDENTAL, OR INDIRECT DAMAGES, HOWEVER CAUSED AND REGARDLESS OF THE THEORY OF LIABILITY ASSERTED ARISING OUT OF THIS AGREEMENT, EVEN IF THE PARTY AGAINST WHICH THE CLAIM IS ASSERTED HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, OR (ii) DAMAGES EXCEEDING, IN THE AGGREGATE, THE TOTAL AMOUNT PAID BY DASHLANE TO PROVIDER UNDER THIS AGREEMENT IN THE TWELVE (12) MONTHS PRIOR TO THE DATE ON WHICH THE CLAIM AROSE. THIS LIMITATION IS CUMULATIVE AND WILL NOT BE ENLARGED BY THE EXISTENCE OF MORE THAN ONE CLAIM.

13. GENERAL

- a. **Governing Law and Venue.** This Agreement, including its formation, will be governed by the laws of the State of New York without regard to its conflicts of laws principles that would require a different result. Any claim or action hereunder will be brought in the Federal or State courts in New York County, New York, and the parties irrevocably consent to such jurisdiction and venue. The United Nations Convention on Contracts for the International Sale of Goods will not apply to this Agreement.
- b. **Notices.** Any communication intended to have legal effect hereunder will be in writing and given personally or sent via overnight courier requiring signature upon receipt to the address of the receiving party indicated on the IO (or such other address as later provided by that party). Notices will be deemed given when delivered or refused. Operational communications, such as changing a party's notice address or requests for approvals, may be given via email with acknowledged receipt.
- c. **Independent Contractors.** The parties are independent contractors and nothing in this Agreement will be construed as creating a partnership or joint venture of any kind between them. Neither party will have, or represent that it has, the authority or power to bind the other.
- d. **Assignment.** Neither party may assign this Agreement or any portion thereof without the other party's written consent, except in connection with any merger, consolidation, or sale of all or substantially all of such party's assets.
- e. **Waiver; Severability; Amendment.** Except as explicitly set forth herein, this Agreement may only be modified in a writing signed by both parties. A party's failure to enforce any provision of this Agreement will not be deemed a waiver of future enforcement of that or any other provision. If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, the remaining provisions will be unaffected.
- f. **Force Majeure.** Nonperformance of either party will be excused to the extent that performance is made impossible by events beyond the affected party's reasonable control, provided that the affected Party takes commercially reasonable steps to mitigate the effect of such event.
- g. **Entire Agreement; Counterparts.** This Agreement is the parties' entire agreement regarding the Services and supersedes any prior agreements, proposals and understandings about them. An IO may be executed in counterparts, each of which will be deemed an original, and all of which will be one and the same document. The parties may electronically sign an IO and any documents related thereto.
- h. **Interpretation.** Titles and headings used in this Agreement are for reference and do not affect its meaning. As used herein, "may" means "has the right, but not the obligation to," "will" indicates a requirement, and "including" means "including, without limitation."