



DOCKER PARTNER FRAMEWORK AGREEMENT

This Partner Framework Agreement (this “**Agreement**”) is entered into by Docker, Inc., a Delaware corporation (“**Docker**”), and the applicable Partner (“**Partner**”), and effective as of the last date of signatures below (the “**Effective Date**”). Docker and Partner each shall be referred to as a “**Party**” and collectively as the “**Parties**.” In consideration of the mutual agreements contained herein and intending to be legally bound hereby, the Parties agree as follows:

1. Relationship; Activities and Obligations.

1.1. Relationship. This Agreement outlines how a partner may participate in Docker’s partner program (the “**Partner Program**”). The parties may periodically enter into additional addenda as part of the Partner Program (each a “**Partner Addendum**” and collectively the “**Partner Addenda**”). Each Partner Addendum is subject to this Agreement. Partner must perform its activities related to the Partner Program only within the Territory. The partnership relationship between Docker and Partner is non-exclusive and nothing herein prevents either Party from entering into partnership or teaming or other alliances with any number of other third parties’ services, or software providers.

1.2. Program Guide; Partner Portal. The applicable Partner Program, as outlined in the [Docker Program Guide](#) (“**Program Guide**”), is (a) incorporated by reference into this Agreement; (b) all Partner obligations will be deemed obligations under this Agreement; and (c) may be periodically updated by Docker upon written notice to Partner (which may be by email or through a general notice posted on the Docker Partner Portal). Partner is responsible to review and comply with any updated Program Guide upon receipt of any such notice.

1.3. Training. During the Term, Docker will provide Partner with access to its standard partner online training for the generally available components of the Docker Service and Partner will complete all training and certification requirements outlined in the Program Guide periodically. Only Certified Personnel will have access to technical support from Docker.

1.4. Prospects; Demonstration. Subject to the applicable Partner Addendum, Partner may have the right to promote the Docker Service to Prospects in the Territory during the Term. In such instances, Partner must: (a) provide complete and accurate descriptions and information about the Docker Service to potential Prospects in accordance with the provisions of this Agreement; (b) demonstrate the demonstration skills provided by Docker in the demo environment of the Docker Service in accordance with the Program Guide and this Agreement; and (c) perform the tasks specified in the Program Guide or agreed upon by both parties. Partner will not have the authority to make any commitments or agreements or incur any liabilities on Docker’s behalf, nor will Docker be liable for Partner’s acts, omissions to act, contracts, commitments, promises or representations. Unless otherwise expressly authorized under a Referral Partner Addendum or Reseller Partner Addendum, Partner must not quote Docker prices or offer any pricing discounts, without written permission for each instance.

1.5. Marketing. Partner will comply with the marketing obligations detailed in the Program Guide as per this Agreement. During the Term, Partner will have access to Docker marketing content through the Partner Portal, including sales collateral, PR materials, newsflashes, webinars and new demos (“**Docker Marketing Materials**”). Partner will use such Docker Marketing Materials solely as expressly allowed under the Program Guide and only for purposes of this Agreement and will not modify or create any derivative works of such Docker Marketing Materials without Docker’s prior written consent.

1.6. Relationship Management. Partner will appoint a dedicated Docker Partner Program relationship manager, whose responsibilities are set forth in the Program Guide, and whose responsibilities include acting as the single point of contact for Partner’s participation in the Partner Program.

1.7. Docker Customer Agreement. Customers' use of the Service is subject to the Docker Subscription Service Agreement found at: <https://www.docker.com/legal/docker-subscription-service-agreement/> or its then current hyperlink ("SSA"). Partner will not facilitate or encourage any Customer to violate the SSA or interfere with any Customer's review or acceptance of the SSA. If Partner also uses the Service as a customer, that use remains subject to the SSA.

1.8. General Compliance. Each Party will perform its activities under this Agreement in compliance with all applicable laws, including all applicable export control and economic sanctions laws and regulations and anti-corruption laws. Upon request, Partner may be required to execute a Docker anti-corruption compliance statement. Partner shall not (and shall not allow any third-party to) remove or export from the United States or allow the export or re-export of any part of the Docker Platform: (a) into (or to a national or resident of) any embargoed or terrorist-supporting country; (b) to anyone on the U.S. Commerce Department's Table of Denial Orders or U.S. Treasury Department's list of Specially Designated Nationals; (c) to any country to which such export or re-export is restricted or prohibited, or as to which the United States government or any agency thereof requires an export license or other governmental approval at the time of export or re-export without first obtaining such license or approval; or (d) otherwise in violation of any export or import restrictions, laws or regulations of any United States or foreign agency or authority. Partner represents and warrants that it is not located in, under the control of, or a national or resident of any such prohibited country or on any such prohibited party list. Docker retains the right to suspend or terminate this Agreement immediately upon written notice if Docker believes, in good faith, that Partner has breached the foregoing obligations, or if the Partner makes a false or fraudulent statement or representation.

1.9. Due Diligence. Partner acknowledges that, in order to participate and maintain the right to participate in the Partner Program, Docker may conduct initial onboarding due diligence and annual due diligence to ensure Partner's meeting of all of Docker's regulatory and other requirements for the Partner Program. Partner agrees to provide complete and accurate information in response to any requests for information provided by Docker in connection with such due diligence.

2. Term; Termination.

2.1. Term. The term of this Agreement will commence on the Effective Date and will continue in effect until terminated hereunder (the "**Term**").

2.2. Termination. This Agreement or the applicable Partner Addendum may be terminated by either Party for cause immediately by written notice if (a) the other Party ceases to do business, or otherwise terminates its business operations; (b) the other Party becomes insolvent or seeks protection under any bankruptcy receivership trust deed, creditor's arrangement composition or comparable proceeding, or if any such proceeding is instituted against the other and not dismissed within thirty (30) days; or (c) the other Party breaches any material provision of this Agreement or such Partner Addendum and fails to fully cure such breach within ten (10) days of written notice describing the breach.

2.3. For Convenience. This Agreement or a Partner Addendum may be terminated by either Party upon sixty (60) days prior written notice to the other Party.

2.4. Effect of Termination. Upon expiration or termination of this Agreement for any reason, and except as expressly set forth in a Partner Addendum, all rights and obligations of the parties will immediately cease, Partner will immediately cease using or accessing any and all Docker Technology, and each Party will destroy or return any of the other party's Confidential Information in its possession or under its control. However, termination or expiration shall not relieve either Party of the obligation to pay any fees accrued or payable to such Party prior to the effective date of termination, or those

provisions that by their nature should survive such termination, including terms and conditions relating to proprietary rights and confidentiality, disclaimers, indemnification, limitations of liability, dispute resolution and termination and the miscellaneous provisions below.

3. Proprietary Rights.

3.1. Docker IP. As between Partner and Docker, Docker owns all right, title and interest (and all related intellectual property rights) in and to the Docker Technology, Docker Marks, all content and materials provided by Docker in connection with the Docker Technology and Partner Program, all training and certification materials, content, output, tests, results, and applications; and all improvements, modifications, and derivative works of all of the foregoing (collectively, "Docker IP"). Other than as expressly set forth in this Agreement, no license or other rights in or to the Docker IP is granted to Partner, and all such licenses and rights are hereby expressly reserved by Docker. Docker reserves the right to modify or discontinue the Docker Technology in its sole discretion at any time.

3.2. Docker Marks. Partner will not directly or indirectly obtain or attempt to obtain at any time, any right, title or interest by registration or otherwise in or to the Docker Marks. Partner acknowledges that the goodwill associated with the Docker Marks belongs and will inure exclusively to Docker and, upon request, Partner will modify or cease its use of any Docker Marks. Partner hereby grants to Docker a license to include (in its discretion) Partner's trademarks on that portion of Docker's website or other marketing materials that reference its partners.

3.3. Feedback. To the extent Partner provides any feedback (including suggestions, comments for enhancements or functionality, etc.) ("Feedback") to Docker in relation to the Docker Technology, Docker will have full discretion to determine whether or not to proceed with the development of the requested enhancements, new features or functionality, and Partner hereby grants Docker the full, unencumbered right during and after the Term to use, exercise, incorporate and otherwise fully exploit any such Feedback for any purpose. For the avoidance of doubt, Partner is not required to provide any Feedback.

3.4. Open Source Software and Third-Party Software. Each Party acknowledges and agrees that certain open source software libraries, components and utilities, and other third-party software not owned or developed by Docker or Partner are embedded in the Service (the "Open Source Software"). Partner and Docker hereby acknowledge that the other Party disclaims and makes no representation or warranty with respect to the Open Source Software, or any portion thereof, and notwithstanding anything contained to the contrary herein assumes no liability for any claim that may arise with respect to such Open Source Software or use or inability to use the same.

4. Confidentiality.

4.1. Definitions. As used herein, "Confidential Information" means all non-public information of a Party ("Disclosing Party") disclosed or made available to the other Party hereunder ("Receiving Party"), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. Confidential Information will not include any information that: (a) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party; (b) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party; (c) was independently developed by the Receiving Party without breach of any obligation owed to the Disclosing Party; or (d) is received from a third party without breach of any obligation owed to the Disclosing Party. For clarity, information or data uploaded to the Service is protected by data security commitments made directly to the Customer and will not be deemed Confidential Information for purposes of this Section 4.

4.2. **Obligations.** The Receiving Party will not disclose or use any Confidential Information of the Disclosing Party for any purpose outside the scope of this Agreement, except with the Disclosing Party's prior written permission. The Receiving Party agrees to protect the confidentiality of such Confidential Information in the same manner that it protects the confidentiality of its own proprietary and confidential information of like kind, but in no event will either party exercise less than reasonable care in protecting such Confidential Information. If the Receiving Party is compelled by law to disclose Confidential Information of the Disclosing Party, it will provide the Disclosing Party with prior notice of such compelled disclosure (to the extent legally permitted) and reasonable assistance, at the Disclosing Party's cost, if the Disclosing Party wishes to contest the disclosure. Notwithstanding termination or expiry of this Agreement, each Party's obligations with respect to each item of the other Party's Confidential Information will survive for a period of three (3) years following the disclosure of the applicable Confidential Information; except trade secret information shall remain protected for so long as such information remains a trade secret under applicable law.

4.3. **Freedom to Operate.** Notwithstanding anything herein, nothing in this Agreement or Partner Addendum (a) prevents Docker from using, disclosing, exercising or exploiting information, know-how, ideas and skills of a general nature developed or learned in the course of performance of this Agreement or Partner Program that relates generally to its business operations, provided that it does not incorporate Confidential Information received from Partner hereunder that is uniquely applicable to Partner in connection therewith; or (b) restricts Docker's ability to independently create Skills or other intellectual property that is the same or similar to any other skill without referencing, copying or pasting any Confidential Information received from Partner hereunder that is uniquely applicable to Partner.

5. **Warranties; Disclaimer.**

5.1. **Authority.** Each Party represents and warrants that: (i) it has the legal power and authority to enter into this Agreement (including any and all Partner Addenda) and that entering this Agreement is not a breach of any other agreement to which it is bound, (ii) it is in compliance with all applicable laws.

5.2. **Disclaimer.** PARTNER ACKNOWLEDGES THAT THE DOCKER TECHNOLOGY AND ANY OTHER MATERIALS AND SERVICES PROVIDED BY DOCKER HERE UNDER ARE BEING PROVIDED ON AN AS-IS, AS-AVAILABLE BASIS, WITHOUT ANY WARRANTY, EXPRESS OR IMPLIED, OF ANY KIND; ALL OF WHICH ARE HEREBY DISCLAIMED. FROM TIME TO TIME, DOCKER MAY CHANGE THE DOCKER TECHNOLOGY, WHICH MAY RESULT IN AN INCOMPATIBILITY WITH PARTNER-DEVELOPED SKILLS DEVELOPED USING PREVIOUS VERSIONS. DOCKER WILL HAVE NO LIABILITY RESULTING FROM SUCH INCOMPATIBILITY.

6. **Indemnification.** Partner agrees to defend, indemnify and hold Docker and its affiliates and their officers, directors, shareholders, affiliates, employees and agents harmless from any and all losses, damages, liability, judgments, settlements, costs and expenses (including reasonable attorneys' fees) ("Losses") arising out of any third party claims or actions ("Claims") relating to Partner's or its Users (i) breach of any representations, warranties or obligations set forth in this Agreement (including any Partner Addenda); (ii) negligence or willful misconduct, or (iii) use of the Docker Technology.

7. **Liability Limitations.**

7.1. **Limit on Indirect Damages.** NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, INCIDENTAL, RELIANCE, CONSEQUENTIAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES, LOSS OF USE, LOST OR INACCURATE DATA, INTERRUPTION OF BUSINESS, COST OF DELAY, LOSS OF PROFITS, BUSINESS, INCOME, OR COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES OR RIGHTS ARISING OUT OF OR RELATED TO THIS AGREEMENT, EVEN IF INFORMED OF THE POSSIBILITY OF SUCH DAMAGES IN ADVANCE.

7.2. Liability Cap. EACH PARTY'S TOTAL LIABILITY TO THE OTHER PARTY FOR ANY AND ALL CLAIMS IN THE AGGREGATE ARISING OUT OF OR RELATED TO THIS AGREEMENT REGARDLESS OF THE CAUSE OF ACTION (WHETHER IN CONTRACT, TORT, BREACH OF WARRANTY, NEGLIGENCE, OR OTHERWISE) SHALL NOT EXCEED THE GREATER OF THE FEES ACTUALLY PAID (PLUS IN THE CASE OF PARTNER, PAYABLE) TO DOCKER IN RESPECT OF THE 12-MONTH PERIOD PRECEDING THE EVENTS OR CIRCUMSTANCES GIVING RISE TO THE CLAIM OR US \$1,000.

7.3. Exclusions. THE FOREGOING LIMITATIONS OF LIABILITY SHALL NOT APPLY TO THE EXTENT PROHIBITED BY LAW, TO PARTNER'S BREACH OF ANY DOCKER LICENSE RESTRICTIONS, OR VIOLATION OF DOCKER INTELLECTUAL PROPERTY RIGHTS.

8. Disputes.

8.1. Governing Law; Venue. This Agreement will be governed by the laws of the State of California, USA, without reference to principles of conflicts of laws. To the extent permissible by law, the terms of the United Nations Convention on Contracts or the International Sale of Goods will not apply. Subject to Section 8.2, Any claim, controversy or dispute arising out of, or in connection with, or with respect to the validity, interpretation and/or enforcement of this Agreement, including the breach thereof, will be finally settled exclusively in the state or federal courts located in the County of Santa Clara, California. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, EACH PARTY HERETO WAIVES THE RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.

8.2. Injunctive Relief. Notwithstanding the foregoing, either Party may seek injunctions to prevent and/or stop any breach of, and otherwise enforce, this Agreement, and each Party may seek injunctions to prevent and/or stop any infringement of, and otherwise enforce, its intellectual property rights of whatever nature, in the courts of any country, state or other territory which accepts jurisdiction.

9. Miscellaneous.

9.1. Press Release. Neither Party shall issue any press release without the other Party's prior written consent.

9.2. Notices. Docker may give notice applicable to the Partner Program by means of a general notice on the Partner Portal, and notices specific to Partner by electronic mail to Partner's e-mail address on record in Docker partner account information or by written communication sent by first class mail or pre-paid post to Partner's address on record in Partner's account information. If Partner has a dispute with Docker, wishes to provide a notice under this Agreement, or becomes subject to insolvency or other similar legal proceedings, Partner will promptly send written notice to Docker at: 3790 El Camino Real, Suite 1052, Palo Alto, CA 94306 to the attention of: Legal Department with email copies to: legal@docker.com. Except as expressly otherwise provided herein, all notices shall be in writing and deemed delivered the earlier of: (a) actual receipt; (b) upon delivery by a nationally recognized overnight courier (receipt requested) to the receiving Party's address as specified herein or updated by written notice; or (c) when received via electronic communications as evidenced by either Party's contemporaneously created computer records.

9.3. Relationship of the Parties. The relationship of Docker and Partner established by this Agreement is that of independent contractors. Nothing contained herein will constitute either Party to be the agent of the other Party, or otherwise grant either Party the authority to bind the other Party to any obligation or constitute the parties as partners or joint venturers; and neither Party will hold itself out as being an agent, having such authority, or being a partner or joint venturer of the other.

9.4. Non-disparagement. Partner agrees and covenants that it will not at any time, directly or indirectly, make, publish or communicate to any person or entity or in any public forum any defamatory or disparaging remarks, comments, or statements concerning Docker or its businesses, or any of its employees, officers, shareholders, members or advisors. This provision will not, in any way, restrict or impede Partner's complying with any applicable law or regulation, a valid order of a court of competent jurisdiction or that of an authorized government agency, provided that such compliance does not exceed that required by the law, regulation, or order.

9.5. Expenses. Each Party will be responsible for all expenses incurred by it in connection with performance of its duties and obligations under this Agreement, including compensation, bonuses, and benefits, if any, for its personnel; costs and expenses associated with establishing and maintaining its sales organization and offices; and expenses relating to advertising, demonstrations and promotions.

9.6. Audits. During the Term and for one (1) year thereafter ("Records Period"), Partner will keep accurate records reasonably necessary to substantiate its compliance with this Agreement (including any Partner Addenda). During the Records Period, Docker or its representatives shall have the right (upon giving reasonable notice and within normal business hours) to inspect the Partner and Partner Personnel's compliance with any statutory or regulatory requirements and/or compliance with any other terms or conditions of this Agreement. If the audit is performed in response to Docker's concerns that the Security Standards are not being met, or in response to a suspected data breach relating to Partner's activities hereunder, or if the audit reveals noncompliance by Partner or Partner Personnel with the terms and conditions of this Agreement, then Partner shall (i) reimburse Docker for all costs of the audit; (ii) bear the costs of carrying out remedial work required as a result of the inspection; and (iii) pay Docker's reasonable costs associated with any further inspection it may undertake to check that the irregularities, errors or non-compliance have been remedied. Partner shall cooperate with and assist Docker with any data breach and any suspected or threatened security incident relating to Partner's access to or use of the Docker Technology (each, a "Security Event") by: (i) notifying Docker within 24 hours of becoming aware of the Security Event; (ii) providing Docker with all relevant information and documentation in its knowledge, possession or control concerning the Security Event; (ii) co-operating with Docker and taking such steps as Docker may reasonably require to assist in investigating, mitigating and remediating any Security Event; and (iv) if the Security Event results from any act or omission of Partner, pay or reimburse Docker for all reasonable assessment, investigation and remediation costs incurred by Docker related to such Security Event.

9.7. General. In the event that any of the provisions of this Agreement shall be held by a court or other tribunal of competent jurisdiction to be unenforceable, such provisions shall be limited or eliminated to the minimum extent necessary so that this Agreement shall otherwise remain in full force and effect and enforceable. Neither Party may assign this Agreement without the prior written consent of the other Party except this Agreement may be assigned by Docker without such consent to an affiliate or successor to all or substantially all of its assets or business related to this Agreement. Notwithstanding anything else, neither Party will be liable for failure to perform any of its respective obligations hereunder if such failure is caused by an event outside its reasonable control ("Force Majeure Event"). This Agreement, together with any Partner Addenda, constitutes the entire understanding between Customer and Docker as to its subject matter, and supersedes all prior or contemporaneous writings, negotiations, and discussions with respect to the subject matter hereof. This Agreement may not be amended other than by a written instrument executed by both Parties. In the event of a conflict or ambiguity between or among the provisions of these Terms, any Partner Addenda, the Program Guide, the following will be the order of precedence: first, the Partner Addenda; second, these Terms; and third, the Partner Guide. A Party's failure to require performance of any provision shall not affect its right to require performance at any time thereafter, nor shall a waiver of any breach or default constitute a waiver of any subsequent breach or default.

9.8. Entire Agreement. This Agreement will constitute the exclusive terms and conditions with respect to the subject matter of this Agreement, notwithstanding any different or additional terms that may be contained in the form of Order or other document used by Reseller, including subsequent to the date of this Agreement. This Agreement contains the

final, complete and exclusive statement of the agreement between the parties with respect to the transactions contemplated herein and all prior written agreements and all prior and contemporaneous oral agreements with respect to the subject matter of this Agreement are contained herein. Except for Docker updates to the Docker Partner Program, this Agreement may not be amended, supplemented or modified except by a written instrument signed by authorized signatories of the parties hereto, which instrument makes specific reference to this Agreement. By enrolling in the Docker Partner Program, Reseller represents, warrants, and agrees that its authorized representative has reviewed, understood, and agreed to the terms of this Agreement in its original English-language format.

10. Definitions.

10.1. “Docker Mark” means any Docker name, logo, brand, mark, image or tagline.

10.2. “Service” or “Docker Platform” means any of the Docker products solutions, which are generally offered by Docker on a subscription license basis.

10.3. “Docker Technology” means the Docker Platform, software, skills, logic, technology, know-how and other trade secrets, and other tangible or intangible technical material or information made available by Docker or utilized by Docker in connection with the provision of the Service and related services, including all modifications to or derivative works of the foregoing, and all intellectual property and proprietary rights incorporated into or related to the foregoing.

10.4. “Customer” means an end user customer of the Service who has entered into a written agreement with Docker for the same.

10.5. “Prospect” means a potential Customer that is interested in acquiring a subscription to the Service.

10.6. “Territory” means as defined in the applicable Partner Addendum.