



## Shadowserver Alliance Partnership Agreement

The Shadowserver Foundation, Inc., a New Jersey nonprofit corporation (“*Shadowserver*”) and a registered 501(c)(3) organization (EIN: 26-2267933), was created for the purposes of improving global cyber security and contributing to a more stable, resilient and secure Internet for all. The Shadowserver Alliance is a group of like-minded organizations that share a vision of what is needed to make the Internet more secure. Shadowserver Alliance Partners provide long-term sustainability for The Shadowserver Foundation’s essential mission. Thank you for agreeing to join The Shadowserver Alliance and for your support in helping to achieve this purpose.

### **General Terms and Conditions.**

Please have this Shadowserver Alliance Partnership Agreement (“*Partnership Agreement*”) executed by an authorized representative of the undersigned partner (“*Partner*”) and send a copy in PDF form by email to [alliance@shadowserver.org](mailto:alliance@shadowserver.org). A countersigned copy will be returned to you by email for your records when your eligibility for partnership has been confirmed and an invoice will be sent (by email unless you request hard-copy invoices below) to you for payment of applicable partnership fees.

Note that this is not an indication of interest; execution of this Partnership Agreement creates a binding obligation for Partner to make the payments provided for and to otherwise perform in accordance with its terms.

Partnership is contingent on payment of applicable fees and acceptance by the Board of Trustees (the “*Board*”) of Shadowserver. Except as otherwise authorized by the Board, partnership rights and privileges will commence after partnership fees are paid in full and be subject in all respects to Shadowserver’s Amended and Restated Bylaws (“*Bylaws*”). A summary of relevant provisions of the Bylaws is set forth on [Exhibit A](#) and a complete copy will be made available to Partner upon request.

### **Alliance Partner Information: Partner Level.**

**Partner Name:** \_\_\_\_\_

**Partner Address:** \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**Representative**

**Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Phone:** \_\_\_\_\_

**E-mail:** \_\_\_\_\_

Please select Alliance partnership level:

Select	Partnership Level	Annual Partnership Fee
<input type="checkbox"/>	Diamond	\$250,000+
<input type="checkbox"/>	Platinum	\$150,000+
<input type="checkbox"/>	Gold	\$100,000+
<input type="checkbox"/>	Silver	\$25,000+
<input type="checkbox"/>	Bronze	\$10,000+

All partnership fee amounts are based in US Dollars. The benefits applicable to each level of partnership are as set forth on Exhibit B.

The initial Alliance partnership period will continue for 12 months following the date this Partnership Agreement is executed by Partner. Thereafter, the Alliance partnership will automatically renew for an additional 12-month period on each anniversary of the date of this Partnership Agreement is executed and delivered by Partner unless Partner provides Shadowserver of written notice of its election not to renew at least 60 days prior to the end of the then-current partnership period. The undersigned Partner acknowledges that Shadowserver depends on reliable partnership renewal information to budget effectively, and Shadowserver's ability to provide services to its constituents will suffer in the event of non-payment of partnership fees.

Partnership fees will be invoiced (i) upon acceptance of this Partnership Agreement by Shadowserver with respect to the initial partnership period, and (ii) on the anniversary of the date of this Partnership Agreement with respect to any renewal periods. All fees will be due in full within 14 calendar days of the invoice.

The partnership fees associated with each partnership level are subject to change in future periods at the discretion of the Board. Notice of any increase in partnership fees will be given 60 days prior to the renewal deadline of a current partnership period.

As indicated on Exhibit B, certain levels of partnerships carry, among other benefits, a right (but, for the avoidance of doubt, not an obligation) to designate a representative to serve on the Board of Trustees, to serve on the Advisory Board, and/or to participate in certain working groups. Partner will comply, and will cause any representatives designated to serve on the Board, the Advisory Board, and/or a working group by such Partner to comply, with all the terms and conditions of the Bylaws, as they may be amended from time to time, and of such applicable policies as the Board of Trustees and/or committees of the Board may adopt.

### **Partnership Payment**

Please Select Method of Receiving Invoices:

PDF via email \_\_\_\_\_  
Hard copy \_\_\_\_\_

**Contact Information**

**Billing Contact**

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Phone: \_\_\_\_\_  
Email: \_\_\_\_\_  
Billing Address \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Technical Contact**

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Phone: \_\_\_\_\_  
Email: \_\_\_\_\_

**Marketing Contact**

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Phone: \_\_\_\_\_  
Email: \_\_\_\_\_

**Legal Contact**

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Phone: \_\_\_\_\_  
Email: \_\_\_\_\_

**Press Release; Intellectual Property.**

Shadowserver will periodically announce new Alliance partnerships via press releases and include your organization's logo on Shadowserver's web page displaying all Alliance partners s.

Please initial here if you **do not want** Shadowserver to announce your alliance partnership: \_\_\_\_\_

Please initial here if you **do not want** Shadowserver to display your logo: \_\_\_\_\_

Unless Partner has initialled above, Partner hereby grants Shadowserver a non-transferable, non-exclusive, non-sublicensable, revocable license to use, copy, and display Partner's marks for the limited purpose described in this Partnership Agreement.

Shadowserver hereby grants to Partner a non-transferable, non-exclusive, non-sublicensable, revocable license to use, copy, and display the Alliance Partner mark for the limited purpose described in this Partnership Agreement.

Each of Shadowserver and Partner acknowledges that (i) it has no interest in the other party's marks or other intellectual property other than the license granted under this Agreement, (ii) the other party will remain the sole and exclusive owner of all right, title, and interest in its marks and other intellectual property, and (c) any and all goodwill in the other party's marks and other intellectual property will inure solely to the benefit of the other party.

### General.

Shadowserver and Partner are and will remain independent contracting parties. Nothing in this Partnership Agreement creates an employment, partnership, joint venture, fiduciary, or similar relationship between Shadowserver and Partner for any purpose.

Each party (i) will hold in strict confidence the other party's Confidential Information, and (ii) will not disclose to any third party (other than on a confidential basis to its agents and representatives with a need to know such information) the other party's Confidential Information, and (iii) will not to use the other Party's Confidential Information for any purposes other than as contemplated by this Partnership Agreement. For purposes of this Partnership Agreement, "**Confidential Information**" means all confidential, proprietary, or nonpublic information (in any form and whether or not explicitly marked as "confidential") furnished or disclosed by a party to the other party. Confidential Information does not include information which (1) is or becomes generally available to the public other than as a result of a disclosure by the receiving party, (2) was known by the receiving party prior to its being furnished by the disclosing party, (3) is or becomes available to the receiving party on a non-confidential basis from a source other than the disclosing party, or (4) is independently developed by the receiving party.

Each of Shadowserver and Partner (the "**Indemnifying Party**") will indemnify, defend, and hold the other party (and such other party's directors, trustees officers, employees, and agents) harmless against any and all claims, liabilities, losses, damages, and expenses any Partner Party may suffer and which arise directly or indirectly from: (a) the Indemnifying Party's performance under or breach of this Agreement; or (b) claims by third parties of infringement, misappropriation, or other violations of intellectual property rights arising out of such party's use of the Indemnifying Party's marks in accordance with this Partnership Agreement. The Indemnifying Party will have no indemnification obligations under this Partnership Agreement to the extent the liability is solely caused by the other party's gross negligence or willful misconduct.

Both parties acknowledge and agree that: (A) any breach by one party of its obligations with respect to the other party's marks or Confidential Information will result in irreparable harm to the other party which cannot be reasonably or adequately compensated in damages; (B) the injured party will be entitled to injunctive or other equitable relief in respect of such breach or imminent breach; and (C) the injured party will have all other rights and remedies to which it is entitled, at law or in equity, with respect to breaches of obligations with respect to the other party's marks or Confidential Information.

This Partnership Agreement may be executed in one or more counterparts, each of which will be deemed an original and all of which will be taken together and deemed to be one instrument. Transmission by PDF of executed counterparts constitutes effective delivery

This Partnership Agreement will be interpreted and construed in accordance with the laws of the State of New Jersey, without regard to its principles of conflict of law or choice of laws.

[Signature page follows]



IN WITNESS WHEREOF, the undersigned has caused this Partnership Agreement to be duly executed as of the date set forth below.

[PARTNER NAME]

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Acknowledged and accepted as of \_\_\_\_\_, \_\_\_\_\_:

The Shadowserver Foundation, Inc.

By: \_\_\_\_\_

Name:

Title:

## Exhibit A

*The following summarizes certain key provisions of the Bylaws concerning the organization's governance. This summary is for informational purposes only, and shall not be deemed to modify or amend the terms of the Bylaws in any manner. A complete copy of the Bylaws will be made available to the Partner upon request.*

Shadowserver, a tax-exempt 501(c)(3) nonprofit corporation, is a non-member organization that is managed and operated by a Board of Trustees. Pursuant to the Bylaws, the Board of Trustees is composed of up to 10 individuals, consisting of up to 4 Class A trustees, 2 Class B trustees, and 4 Class C trustees.

Each trustee gets 1 vote and actions of the Board of Trustees generally require the affirmative vote of a simple majority of the Board of Trustees (provided that such majority must include the vote of at least 1 Class A trustee).















































Class A trustees are appointed by Shadowserver and serve 6-year terms. Class B trustees are designated by constituent national CSIRT organizations and serve 2-year terms. The initial Class C trustees will be designated by the Class A trustees. Following the expiration of the terms of the initial Class C trustees in June 2023, each Diamond level Alliance partner shall have the right (but not the obligation) to designate a representative to serve as a Class C trustee. Non-U.S. citizens are permitted to serve as trustees of U.S. tax-exempt non-profit corporations. In the event that there are more than 4 Diamond level Alliance partners at any one time, then such Diamond partners shall collectively select 4 representatives to serve as Class C trustees in a process to be established by the Chief Executive Officer of Shadowserver. Class C trustees serve 2-year terms.

The Board of Trustees is authorized to establish an Advisory Board for the purpose of providing strategic guidance and assistance to the Board. Each Diamond, Platinum, and Gold level partner has the right (but not the obligation) to designate a representative from within their own organization to serve on the Advisory Board. There is no maximum number of members on the Advisory Board.

Both the Board of Trustees and the Advisory Board are authorized to create ad hoc working groups directed to work on specific issues identified by the Board of Trustees.



















Trustees and other corporate agents are not personally responsible for Shadowserver's liabilities. The Bylaws provide for customary indemnification of trustees and other corporate agents.

Exhibit B

Shadowserver Alliance Partner Benefit	Diamond	Platinum	Gold	Silver	Bronze
<b>Partnership Level</b>	\$250k+	\$150k+	\$100k+	\$25k+	\$10k+
<b>1. Governance Board seat</b> Opportunity for one of four Class C (Partner) seats on Governance Board, providing strategic direction, visibility, ability to steer the organization and influence in the global cyber community					
<b>2. Advisory Board seat</b> Opportunity for providing tactical advice, experience and industry thought leadership					
<b>3. Alliance Partnership - public recognition</b> <ul style="list-style-type: none"> <li>Partner’s logo on Shadowserver website</li> <li>Trademark usage rights</li> <li>Use of Alliance Partner logo</li> </ul>					
<b>4. Eligibility to participate in committees and working groups</b>					
<b>5. Trusted community participation</b> <ul style="list-style-type: none"> <li>Access to trusted community workspace</li> <li>Monitored Alliance channel for priority enquiries, deconfliction and reporting of suspicious activity</li> <li>Ability to join calls to share and receive intelligence from Shadowserver analysts and partners, and other Alliance Partners</li> </ul>	  	  	  	  	
<b>6. Influence scanning strategy &amp; prioritization</b> Influence which exposed services we scan in global IPv4 space, for inclusion in public benefit services	 10 votes	 5 votes	 3 votes	 2 votes	 1 votes
<b>7. Influence threat sinkholing prioritization</b> Influence which threats we sinkhole, for inclusion in public benefit services <sup>1</sup>	 10 votes	 5 votes	 3 votes	 2 votes	 1 votes
<b>8. Influence honeypot type prioritization</b> Influence which honeypot types we deploy, for inclusion in public benefit services <sup>1</sup>	 10 votes	 5 votes	 3 votes	 2 votes	 1 votes
<b>9. New daily report pilot and priority access</b> Pilot new daily network report types ahead of public release (i.e. new scan types/data feeds) <sup>1</sup>					

<sup>1</sup> Scan / sinkhole / honeypot prioritization and new reports subject to urgent operational requirements



Shadowserver Alliance Partner Benefit	Diamond	Platinum	Gold	Silver	Bronze
<b>Partnership Level</b>	\$250k+	\$150k+	\$100k+	\$25k+	\$10k+
<b>10. Early access to quarterly threat assessments</b> Early receipt of quarterly threat assessments about the health of the global cyber environment from Shadowserver's current vantage points					
<b>11. Whitepaper co-authorship and publication</b> One per year per Partner. Total number of white papers per year may be capped. Priorities to be agreed with Alliance Partners					
<b>12. Webinar panel participation</b> Alliance Partner participation in Shadowserver hosted annual webinar					
<b>13. Joint public webinars</b> Shadowserver participation in per-Alliance Partner hosted public educational webinar					
<b>14. Joint private webinars and events</b> Shadowserver participation at one per-Partner hosted private internal corporate event/webinar - fireside chats through to more detailed technical discussions and employees Q&A					
<b>15. Event attendance seats</b> Free attendance or preferential rates for a number of Partner staff at a joint Shadowserver/Partner Cyber Security Event <ul style="list-style-type: none"> <li>Initial events co-hosted in USA, Europe or Asia-Pacific by a Diamond Partner</li> <li>Will look for other event co-hosts globally</li> </ul>	 5	 3	 2	 1	
<b>16. Priority media access</b> Alliance Partners will get priority access to a repository of Shadowserver produced video, podcast, fireside chats, international presentations, etc., when media content is developed					
<b>17. Cybersecurity product and services discounts</b> Alliance Partners will be offered discounts on selected cybersecurity products and services supplied by fellow Partners (available on new purchases only, at discretion of supplying Partner)	