



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. 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 the 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	\$100,000+
<input type="checkbox"/>	Gold	\$50,000+
<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 the then-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 Advisory Board. The Partner will comply, and will cause any representatives designated to serve the Advisory Board, 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 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.

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 initialed 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 Partnership 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 from: (a) the Indemnifying Party's breach of this Partnership 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. Notwithstanding the foregoing or anything to the contrary in this Agreement, (i) the Indemnifying Party will have no indemnification obligations under this Partnership Agreement to the extent the liability is caused by the other party's gross negligence or willful misconduct, and (ii) the Indemnifying Party's maximum aggregate liability for indemnification obligations under this Partnership Agreement shall be equal to the amount of partnership fees paid by Partner to Shadowserver under this Agreement.

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 7 individuals.

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.

































Trustees are appointed to serve 3-year terms. Non-U.S. citizens are permitted to serve as trustees of U.S. tax-exempt non-profit corporations.

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, and Platinum 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.





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 Levels/Benefits

Shadowserver Alliance Partner Benefit	Diamond	Platinum	Gold	Silver	Bronze
Partnership Level (Annual)	\$250k+	\$100k+	\$50k+	\$25k+	\$10k+
1. Advisory Board seat Opportunity for providing tactical advice, experience and industry thought leadership					
2. Alliance Partnership - public recognition <ul style="list-style-type: none"> Partner’s logo on Shadowserver website Trademark usage rights Use of Alliance Partner logo 					
3. Trusted community participation <ul style="list-style-type: none"> Access to trusted community workspace Monitored Alliance channel for priority enquiries, deconfliction and reporting of suspicious activity Ability to join calls to share and receive intelligence from Shadowserver analysts and partners, and other Alliance Partners 					
4. Influence scanning strategy & prioritization Influence which exposed services we scan in global IPv4 space, for inclusion in public benefit services ¹	 10 votes	 5 votes	 3 votes	 2 votes	 1 votes
5. Influence threat sinkholing prioritization Influence which threats we sinkhole, for inclusion in public benefit services ¹	 10 votes	 5 votes	 3 votes	 2 votes	 1 votes
6. Influence honeypot type prioritization Influence which honeypot types we deploy, for inclusion in public benefit services ¹	 10 votes	 5 votes	 3 votes	 2 votes	 1 votes
7. New daily report pilot and priority access Pilot new daily network report types ahead of public release (i.e. new scan types/data feeds) ¹					
8. Whitepaper co-authorship and publication One per year per Partner. Total number of white papers per year may be capped. Priorities to be agreed with Alliance Partners					

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

Shadowserver Alliance Partner Benefit	Diamond	Platinum	Gold	Silver	Bronze
Partnership Level	\$250k+	\$100k+	\$50k+	\$25k+	\$10k+
9. Webinar panel participation Alliance Partner participation in Shadowserver hosted annual webinar					
10. Joint public webinars Shadowserver participation in per-Alliance Partner hosted public educational webinar					
11. Joint private webinars and events Shadowserver participation at one per-Partner hosted private internal corporate event/webinar - fireside chats through to more detailed technical discussions and employees Q&A	