**TEKTRONIX PARTNER AGREEMENT**

1. **Appointment, Obligations.** Tektronix, Inc. or the Tektronix, Inc. affiliate entity identified in the Supplement (hereinafter individually and collectively referred to as “Tektronix”), hereby appoints company which has executed the Supplement as an authorized, nonexclusive reseller and/or representative (“Partner”) of those Tektronix products (“Products”) and/or Tektronix services (“Services”) within the territory (“Area of Authorization”) identified herein and in the successor supplements (the “Supplement”). As an authorized partner, Partner will:
* Purchase, promote and sell (as applicable) within the Area of Authorization the Products and/or Services to end-user customers not affiliated with Partner, under the terms of this Partner Agreement and in accordance with applicable policies and programs issued from time to time by Tektronix as stated within Tektronix’s applicable policies, procedures and/or manual issued for the relevant Area of Authorization (the “Tektronix Policies, Procedures and/or Manual”).
* Provide complete pre- and post-sales or installation support as applicable. This may include pre-sale demonstration and training, complete installation, and continuous technical support, as well as hardware and software maintenance support.
* Act as a conduit between Tektronix and the customer with respect to Services.
* Maintain records and provide point of sale and other reports as set out in the Policies, Procedures, and/or Manual or as otherwise directed by Tektronix.
* Conduct its affairs in an ethical and businesslike manner.
* Comply with the functional criteria and further obligations applicable to the Partner as detailed in the Supplement.
* Partner will not appoint any representative, agent, sub-distributor or dealer (“Appointee”) to assist in the promotion and/or sale of the Products and/or Services in any Area of Authorization without the prior written consent of Tektronix, which consent may be withheld in Tektronix’s sole and absolute discretion, as further provided in the Supplement.
1. **Independent Contractors.** The relationship created by this Partner Agreement is that of independent contractor and neither Partner nor any of its owners, directors, employees, representatives, agents or affiliate entities is authorized to hold itself out as an employee or agent of Tektronix, appoint others as partners, distributors, resellers or agents of Tektronix, enter into contracts or commitments in the name of Tektronix, or bind or otherwise obligate Tektronix in any manner. Nothing contained in this Partner Agreement is intended to create, nor does it create, a joint venture or partnership, or other relationship between the parties hereto other than the relationship of independent contractor between Partner and Tektronix.
2. **Confidentiality.** Partner will maintain in confidence for Tektronix and not disclose to others or use for any purpose other than the performance of this Partner Agreement any information or materials received from Tektronix that (i) are identified as confidential or proprietary either in writing or verbally or (ii) a reasonable person would understand to be confidential, given the nature or the circumstances surrounding their disclosure. Partner shall also keep confidential the terms and conditions of this Partner Agreement and the Supplement and any plans or strategies of Tektronix which are shared with Partner.
3. **Software**. Some Products may be or include software or software-as-a-service (collectively, “Software”). The supply of Software by Tektronix is subject to the End User License agreement available at https://www.tek.com/en/terms\_and\_conditions.
4. **Trademark License to Partner****.** Tektronix grants to Partner a limited, nontransferable, nonexclusive license during the term of the relevant Supplement or this Agreement (as applicable) to use Tektronix trademarks, service marks, trade dress, and other registered and common law trademarks, copyrights which are specifically associated with the Products and Services being sold by the Partner in photographs, graphics, and text, trade secrets and proprietary information (collectively referred to herein as “Intellectual Property”) solely for the purpose of promoting and soliciting sales of the Products and/or Services under this Partner Agreement and only in accordance with guidelines issued by Tektronix from time to time.

Tektronix maintains exclusive title to trademarks and retains all rights not explicitly granted by this Agreement. Partner will not challenge or take any action that interferes with Tektronix’s rights in trademarks. Distributor shall not directly or indirectly use any trademarks, any part of trademarks, any trade names or service names confusingly similar to Tektronix trademarks, trade names, and service names, as part of its business names or in any manner except as explicitly authorized by Tektronix. Upon the earlier of expiration of the term or termination of this Agreement, any authorized rights to use Tektronix trademarks, trade names, and service names in a business name shall revert to Tektronix at no cost and Partner shall assist with perfecting, registering, or transferring any such rights. Partner shall not register or attempt to register trademarks, any part of trademarks, trade names, and service names confusingly similar to Tektronix trademarks, trade names, and service names. Any such unauthorized registration will inure to the benefit of Tektronix and not to the benefit of Partner. The provisions of this Subsection 7(c) shall survive the expiration of the term and termination of this Agreement.

1. **Compliance with Laws.**
	1. Partner shall comply fully with all applicable laws, rules and regulations, including those of the United States, the home jurisdiction of Tektronix, and any and all other jurisdictions globally, which apply to Partner’s business activities under this Partner Agreement. Without limiting any provision in this Partner Agreement, Partner specifically agrees to the following:
	2. Partner represents and warrants to Tektronix that Partner shall comply with all local, national, and other laws of all jurisdictions globally relating to anti-corruption, bribery, extortion, kickbacks, or similar matters which are applicable to Partner’s business activities in connection with this Partner Agreement, and that Partner will take no action that will cause Partner or Tektronix to violate any such laws.
	3. Partner specifically represents and warrants to Tektronix that Partner is familiar with the U.S. Foreign Corrupt Practices Act of 1977, as amended (“FCPA”), and the U.K. Bribery Act and that Partner shall comply with the FCPA and U.K. Bribery Act and will take no action that will cause Partner or Tektronix to violate these laws. Partner also represents and warrants that it understands and will adhere to the Standards of Conduct of Fortive Corporation (Tektronix’s ultimate parent company or any successor in title thereof), published at https://investors.fortive.com/governance/governance-documents/#codeofconduct, when transacting its business.
	4. It is the intent of Partner and Tektronix, and Partner represents and warrants to Tektronix, that no payment of money or provision of anything of value will be offered, promised, paid or transferred, directly or indirectly, by any person or entity, to any government official, government employee, or employee of any company owned in part by a government, political party, political party official, or candidate for any government office or political party office to induce such organizations or persons to use their authority or influence to obtain or retain an improper business advantage for Partner or for Tektronix, or which otherwise constitute or have the purpose or effect of public or commercial bribery, acceptance of or acquiescence in extortion, kickbacks or other unlawful or improper means of obtaining business or any improper advantage, with respect to any of Partner’s activities related in any way to this Partner Agreement, including without limitation any payment of money or provision of anything of value to any employee of any customer in order to secure a sale.
	5. Partner agrees that should it learn or have reason to know of any offer, promise, payment or transfer of money or provision of anything of value that would violate the FCPA, the U.K. Bribery Act, Fortive Corporation’s Standards of Conduct or the anti-corruption and anti-bribery laws which apply to Partner’s business activities in connection with this Partner Agreement, Partner shall immediately disclose it to Tektronix.
	6. Partner shall provide annual certification of compliance with the FCPA, the U.K. Bribery Act, export control laws and regulations and all other laws applicable to Partner’s activities related to this Partner Agreement in the form provided from time to time by Tektronix. Partner shall participate in anti-corruption/anti-bribery training offered by Tektronix as Tektronix may direct from time to time.
	7. Tektronix shall have reasonable access to Partner’s books and records and the right to audit them on a periodic basis to ensure Partner’s compliance with all applicable laws and the provisions of this Partner Agreement. Partner shall cooperate fully and promptly with any compliance investigation Tektronix may initiate to review Partner’s performance under this Section.
	8. Tektronix may withhold payments under this Partner Agreement, suspend or cancel orders, reduce discounts applicable to Partner or terminate this Partner Agreement immediately if it believes, in its sole but reasonable judgment, that Partner has breached the foregoing Compliance with Laws provisions of this Partner Agreement or caused Tektronix to violate the FCPA, U.K. Bribery Act, Fortive Corporation’s Standards of Conduct or other applicable laws. Tektronix shall not be liable to Partner for any claim, losses, or damages related to Tektronix’s decision to exercise its rights under this provision.
	9. Partner shall defend, indemnify and hold harmless Tektronix for any and all costs, fees, fines or damages caused by Partner’s (including any sub-resellers of Partner) acts or omissions, regardless of legal theory, which violate any jurisdiction’s anti-corruption or anti-bribery laws, rules or regulations.
	10. Partner acknowledges that one or more jurisdiction may now, or at a later date, require this section or any annual certification to be altered to address the dynamic nature of anti-corruption or anti-bribery compliance. Any changes necessarily required to comply with such developments shall be timely communicated to Partner in writing, whether in a regional/territorial supplement or otherwise, and become a part of this Partner Agreement.

The following subsections (k) trough (n) only apply to Partner(s) whose Area of Authorization includes the United States (in addition to the foregoing).

* 1. Partner certifies that neither they nor any of their principals are presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by the U.S. government. (k) Partner shall comply with all applicable laws, regulations, and executive orders concerning nondiscrimination in employment. The following are incorporated herein by reference, as applicable: (i) Executive Order 11246, as amended; (ii) Executive Order 13496 (and its implementing regulations at 29 C.F.R. Part 471); (iii) 41 C.F.R. Part 60-1.4(a); (iv) 29 C.F.R Part 471, Appendix A to Subpart; (v) 41 C.F.R. 60-300.5(a); and (vi) 41 C.F.R. 60-741.5(a).
	2. Partner shall abide by the requirements of 41 C.F.R 60-300.5(a). This regulation prohibits discrimination against qualified protected veterans and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans.
	3. Partner shall abide by the requirements of 41 C.F.R 60-741.5(a). This regulation prohibits discrimination against qualified individuals on the basis of disability and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities.
	4. Partner represents and warrants that (i) they have not been designated as a "specifically designated national and blocked person" on the most current list published by the Office of Foreign Asset Control of the U.S. Department of the Treasury (“OFAC”) (the "List"); (ii) they are currently in compliance with and will at all times during the term of this Agreement remain in compliance with the regulations of OFAC and any statute, executive order (including Executive Order 13224 - Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism), or other governmental action relating thereto; (iii) they will not transfer or permit the transfer of any controlling interest in their business to any person or entity who is, or any of whose beneficial owners are, listed on the List; and (iv) to the best of Tektronix’s knowledge, the preceding representations in (i), (ii), and (iii) are true for all sub-suppliers, vendors, and subcontractors on whose products or services Tektronix will rely for any part of Tektronix’s performance under this Agreement.
	5. The Federal Acquisition Regulation (“FAR”) and Defense Federal Acquisition Regulation Supplement (“DFARs”) clauses set forth in **Appendix 1** attached hereto are incorporated by reference. Any FAR or DFARs clause, which by its terms is required to be included in a subcontract, is hereby incorporated in this Agreement when applicable. Supplier hereby certifies compliance with the clauses listed in **Appendix 1**.
1. **Export Restrictions.**

Products, Software and technical data supplied by Tektronix are subject to export laws, regulations, controls and restrictions (referred to herein collectively as “export laws”.  These export laws apply to all transactions, including domestic sales.  Partner will comply with all applicable export laws regarding exports, re-exports and transfers, including obtaining all required country licenses, authorizations, or approvals as required by law.  It is Partner’s responsibility to determine which, if any export laws apply and which licenses are needed to transact business. Partner will inform each of its customers and second tier resellers, (where the circumstances suggest the customer may be re-selling or exporting) of applicable export laws at the time Partner resells or otherwise disposes of any Product, Software or technical data supplied by Tektronix.

Products, Software and technical data may be subject to import laws, which may require registration, licensing or other authorizations for import into certain countries. Where Partner is the importer of record, it is Partner’s responsibility to determine and comply with local Import requirements.

Partner agrees to maintain controls adequate to comply with applicable export laws and to certify its compliance annually.  Tektronix will provide Partner with the form of the certification and guidance on any export control/licensing requirements.  Partner agrees to complete export control training no less than once every three years. Tektronix will provide training materials and related knowledge review. Tektronix reserves the right to cancel any order if requirements under the Partner Export Control Certification are not met.

Partner agrees to maintain complete records of all exports, re-exports, and transfers of Tektronix Products, Software and technical data. Tektronix reserves the right to review Partner’s export control procedures and Point-of-Sale data for compliance with export laws.  Non-compliance of export laws may result in cancellation of the violating order or termination of this Partner Agreement.  Any Products sold in violation of export controls laws cannot be serviced or supported by Tektronix.  Warranty for any such Products is therefore void.

Partner shall provide annual certification of compliance with applicable export laws applicable to Partner’s activities related to this Partner Agreement in a form provided by Tektronix.

1. **Data Privacy**: The Partner Data Privacy Addendum below is incorporated by reference into this Agreement.
2. **Term, Expiration, Termination.** The Effective Date, Expiration Date, termination and term of this Partner Agreement and Partner's appointment as an authorized Tektronix Partner is provided in the Supplement(s).

Termination or expiration of this Agreement or any Supplement shall not release either party from any obligation accrued or incurred prior to or in connection with such termination.

To the maximum extend allowed by applicable law, Tektronix (i) shall not be liable for losses or damage of any kind, solely by reason of the expiration, termination or non-renewal of this Agreement or any Supplement, and (ii) the Partner shall not make any claim against Tektronix for loss of compensation or profits, or for loss of prospective compensation or prospective profits, in respect of any sales contemplated or on account of any expenditures, investments or commitments made by Tektronix in reliance upon this Agreement or any Supplement.

1. **Electronic Communications.** All agreement amendments, agreement renewals, notices, and other related communications under or relating to this Partner Agreement may be created and/or given with equal legal effect either in paper form or electronically. An electronic communication shall include, without limitation, a fax or an e-mail or an attachment to an e-mail. The parties agree that any such notices or other communications, from an authorized representative of the party concerned, shall constitute a “writing” and shall be considered “signed” by the party originating same. Any agreement amendments or agreement renewals requiring the signature of both parties shall be effective, if signed by authorized representatives of both parties, upon receipt of the counterpart or counter-signed document. All electronic communications properly addressed are deemed to be given upon transmission unless the sending party receives notification at the time of transmission that the transmission has been unsuccessful.
2. **Assignment.** Partner may not assign this Partner Agreement or any Supplement without the prior written consent of Tektronix, which may be withheld in Tektronix’s sole and absolute discretion. Any assignment made by Partner without a prior written consent of Tektronix shall be void and constitute a material breach, which shall entitle Tektronix to immediate termination of the Partner Agreement or the Supplement, as relevant.
3. **Governing Law. Disputes.** The rights and obligations of the parties shall be governed by and construed in accordance with the laws of the jurisdiction where the Tektronix selling entity is incorporated without giving effect to its principles of conflict of laws, and exclusive venue shall be in the courts of said jurisdiction. The United Nations Convention on Contracts for the International Sale of Goods does not apply to this Agreement.
4. **Waiver.** The failure of either party to enforce at any time any provision of these terms and conditions will not be construed as a waiver of such provision or the right to subsequently enforce each and every provision. No waiver by either party, either express or implied, of any other breach of any of these terms and conditions will be construed as a waiver of any other breach of such term or condition.
5. **Severability.** If any term or provision herein is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability will not affect any other term or provision herein or invalidate or render unenforceable such term or provision in any other jurisdiction.
6. **Survival.** The provisions herein that by their nature continue, will survive any expiration, cancelation, or termination.
7. **Entire Agreement, Order of Precedence.** The entirety of this Partner Agreement shall include, in order of precedence, the attached and any successor Supplements, these pages titled Tektronix Partner Agreement, the applicable Tektronix Policy and Procedure Manual and the Tektronix Terms and Conditions of Sale published at https://www.tek.com/en/terms\_and\_conditions, unless other standard terms and conditions of sale are specifically referenced and incorporated into the Supplement. This Partner Agreement may not be modified except in writing signed by both parties.

**Appendix 1**

**Government Contract Provisions**

**(applicable only for U.S. Government sales)**

The following provision of the Federal Acquisitions Regulations (FAR) in effect on the date of this Agreement are incorporated herein by reference:

52.203-6, Restrictions on Subcontractor Sales to the Government (SEPT 2006)

52.203-13, Contractor Code of Business Ethics and Conduct (Apr 2010)

52.203-15, Whistleblower Protections Under the American Recovery and Reinvestment Act of 2009 (Jun 2010)

52.212-5, Contract Terms and Conditions Required to Implement Statutes or Executive Orders – Commercial Items (Nov 2013) (Alternate II – Nov 2013)

52.203-17, Contractor Code of Business Ethics and Conduct (OCT 2015) (Applies if this Purchase Order exceeds $5,500,000 and the period of performance is more than 120 days.)

52.203-19, [Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (JAN 2017)](https://www.law.cornell.edu/cfr/text/48/52.203-19)

52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (OCT 2016) (Applies only to the extent that ADS is required to provide information on Seller’s executive compensation under 52.204-10(d)(3), and requires only that Seller provide such information to ADS promptly on request))

52.204-18, Commercial and Government Entity Code Maintenance (JUL 2016)

52.204-23, Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (JUL 2018

52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment (Aug 2020)

52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (OCT 2015) (Applies if this Purchase Order exceeds $35,000 and is not for commercial items.)

52.219-8, Utilization of Small Business Concerns (Jul 2013)

52.222-18, Certification Regarding Knowledge of Child Labor for Listed End Products (Feb 2001)

52.222-21, Prohibition of Segregated Facilities (APR 2015)

52.222-26, Equal Opportunity (Mar 2007)

52.222-35, Equal Opportunity for Veterans (Sep 2010)

52.222–36, Affirmative Action for Workers with Disabilities (Oct 2010)

52.222-37, Employment Reports on Veterans (FEB 2016

52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010)

52.222-41, Service Contract Act of 1965 (Nov 2007)

52.222-50, Combating Trafficking in Persons (Feb 2009)

52.222–51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (Nov 2007)

52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services-Requirements (Feb 2009)

52.222-54, Employment Eligibility Verification (Aug 2013)

52.225-13, Restrictions on Certain Foreign Purchases (JUN 2008)

52.225-26, Contractors Performing Private Security Functions Outside the United States (Jul 2013)

52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (Mar 2009)

52.232-40, Providing Accelerated Payments to Small Business Subcontractors (DEC 2013)

52.242-13, Bankruptcy (JUL 1995)

52.242-15, Stop-Work Order (AUG 1989)

52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006)

252.203-7002, Requirements to Inform Employees of Whistleblower Rights (SEP 2013

252.203-7003, Agency Office of the Inspector General (DEC 2012)

252.204-7000, Disclosure of Information (DEC 1991)

252.204-7008, Export-Controlled Items (APR 2010).

252.204-7012, Safeguarding Covered Defense Information and Cyber Incident Reporting (OCT 2016) (applies to information provided by ADS to Seller that is identified as covered defense information)

252.204-7015, Notice of Authorized Disclosure of Information for Litigation Support (MAY 2016)

252.223-7008, Prohibition of Hexavalent Chromium (JUN 2013

252.225-7001, Buy American and Balance of Payments Program—Basic (DEC 2017)

252.225-7009, Restriction on Acquisition of Certain Articles Containing Specialty Metals (June 2013)

252.225-7012, Preference for Certain Domestic Commodities (DEC 2016

252.225-7013, Duty-Free Entry (DEVIATION 2020-O0019) (JUL 2020

252.225-7015, Restriction on Acquisition of Hand or Measuring Tools (JUN 2005

252.225-7043, Antiterrorism/Force Protection Policy for Defense Contractors Outside the United States (JUN 2015) (applies if Seller’s performance under the Purchase Order involves any work or travel outside the United States)

252.225-7048, Export Controlled Items (JUNE 2013

252.227-7015, Technical Data - Commercial Items (FEB 2014)

252.227-7037, Validation of Restrictive Markings on Technical Data (JUN 2013)

252.244-7000, Subcontracts for Commercial Items and Commercial Components (DOD Contracts) (JUN 2013

252.246-7003, Notification of Potential Safety Issues (JUN 2013) (Applies if the Purchase Order is for parts identified as critical safety items; systems and subsystems, assemblies, and subassemblies integral to a system; or repair, maintenance, logistics support, or overhaul services for systems and subsystems, assemblies, subassemblies, and parts integral to a system; change “5 working days” at 252.246-7003(c)(2) to read “3 working days”.)

252.246-7007, Contractor Counterfeit Electronic Part Detection and Avoidance System (May 2014

252.247-7023, Transportation of Supplies by Sea (FEB 2019)