CLOUDBOLT DISTRIBUTION AND RESALE AGREEMENT

This Distribution and Resale Agreement (**Agreement**) is between CloudBolt Software, Inc., a Delaware Corporation (**Company**), and the company or entity executing this Agreement as the distributor and reseller (**Distributor**) and is effective as of the last date signed (**Effective Date**).

1. DEFINITIONS

Affiliate means any entity that directly or indirectly controls, is controlled by, or is under common control with the subject entity. "Control," for purposes of this definition, means direct or indirect ownership or control of more than 50% of the voting interests of the subject entity.

Documentation means Company or its licensors' user manuals and other published protocols, standards and technical specifications for use with the Products as updated from time to time.

End User means a person or entity that has purchased or licensed the right to use a Product (that was licensed pursuant to this Agreement through Distributor or Distributor's reseller) for its internal business purposes and/or as a managed service provider and who has accepted and signed an applicable End User Agreement for the Products.

End User Agreement means Company's applicable end user or managed service provider license agreement which is executed by the End User and the Company, and which governs an End User's use and access to the Products.

Intellectual Property Rights means current and future worldwide rights under patent, copyright, trade secret, trademark, tradename, moral rights, mask works and other similar rights, whether specifically recognized or perfected under the laws of the jurisdiction in which the Products are used or offered.

Order Form means Company's ordering document which identifies the specific Products ordered by Distributor from Company including, as applicable, the name of the End User, the term of the license, specific licensing rights and restrictions, pricing and payment terms and other applicable terms and conditions.

Partner Portal means a website (portions of which may require a password) established by the Company for partners, distributors and resellers.

Products means Company's Software, Subscription Services, Support Services and Professional Services for which Distributor is granted certain resale rights under this Agreement.

Professional Services means those engineering, consulting, training, implementation or other services provided by Company.

Software means the object or interpreted code of CloudBolt's computer software, together with any fixes, updates or other software code relating to the foregoing that is provided to an End User pursuant to any applicable Support Services and that is not subject to a separate license agreement.

Subscription Service means Company's proprietary subscription-based software-as-a-service offerings.

Support Services means CloudBolt's maintenance and support services for the Software and support for the Subscription Services that Company provides directly to End Users under the applicable End User Agreement.

Territory means worldwide unless stated otherwise in the signature block.

Trademark(s) means the Company's trademarks, logos, service marks and trade names, whether registered or not.

2. COMMENCEMENT AND TERM

This Agreement is effective as of the Effective Date and shall continue for one (1) year (**Initial Term**), unless earlier terminated in accordance with this Agreement. Upon expiration of the Initial Term, this Agreement will automatically renew for successive one-year terms (each a **Renewal Term**) unless either party gives written notice of termination to the other at least thirty (30) days in advance of the desired termination date. The "**Term**" means the Initial Term together with any Renewal Terms.

3. APPOINTMENT OF DISTRIBUTOR

3.1 Appointment. Company grants Distributor the non-exclusive right to purchase Products directly from the Company for resale to (a) End Users; or (b) to Distributor's resellers ("**Resellers**") for their resale to End Users, in the Territory. The Company reserves the right to market and sell its Products in the Territory, to appoint additional distributors and resellers in the Territory at any time, and to sell directly to any distributor, reseller, dealer or customer in the Territory at any time. Nothing contained in this Agreement prohibits Distributor from maintaining contractual relationships with other vendors or third parties related to the right to market, sell, distribute, or support third-party software or products.

3.2 Relationship of the Parties. The relationship between the Company and Distributor established by this Agreement is that of vendor and purchaser, and it is not that of principal and agent, joint venture, association or partnership. The parties are independent contractors and neither party is authorized by anything contained in the Agreement to enter into any contract or to make any agreement or commitment, expressed or implied, with third parties binding on or obligating the other party. Nothing in this Agreement will be construed to constitute either party as the agent of the other for any purposes whatsoever. Under no circumstances will Distributor or any Reseller commit the Company to the delivery of any Products, legally bind the Company in any manner, or hold itself out as an employee or agent of the Company with legal authority to bind the Company. Distributor is solely responsible for any financial obligations, expenses, and any acts of its employees, agents and Resellers arising out of, or in connection with, Distributor's business and the performance of its obligations under this Agreement.

4. MARKETING

4.1 Marketing Material. Company will provide Product specification sheets, price lists, non-proprietary information on the Products, and other promotional materials upon request, all in English. All Company marketing materials remain the sole exclusive property and license of the Company.

5. DISTRIBUTOR OBLIGATIONS

5.1 Distributor shall, at its own expense: (i) market and distribute the Products in accordance with this Agreement to End Users; (ii) obtain any necessary licenses, registrations and permits for the marketing and sale of the Products in the Territory; (iii) notify the Company promptly of any requests received by Distributor from an End User or potential end user customer outside the Territory; (iv) abide by the Company's branding guide; (v) conduct business in a manner that reflects favorably on the good name, goodwill and reputation of the Company; (vi) avoid deception, misleading or unethical practices that are or may be detrimental to the Company, including, but not limited to, the disparagement of the Company or its Products; and (vii) assist and cooperate with the Company, as reasonably requested by the Company, if the Company seeks to enforce its rights under the End User Agreement against any End User. If Distributor learns of a breach of any terms of the End User Agreement, Distributor will immediately notify Company.

5.2. Distributor shall not: (i) directly or indirectly, without the Company's written consent, engage in any sales and marketing activities involving the Products outside the Territory; (ii) appoint any independent contractor, agent, representative, commissionaire or distributor, or any other third person or entity, other than Resellers as permitted under Section 3.1, to promote or market the Products (any form of sub-licensing agreement with another reseller, distributor or trading partner is expressly prohibited); (iii) make representations, warranties or guarantees, with respect to the specifications, features or capabilities of the Products that are inconsistent with the Documentation or End User Agreement; (iv) make any representations, agreements or promises concerning Product warranty; (v) obtain any Product for distribution or resale from any person or entity other than Company or a Company Affiliate; (vi) publish, employ or cooperate in the publication of misleading or deceptive advertising or marketing material; or (vii) alter any registration file or use a registration file intended for a certain End User with another End User.

5.3 End User Agreements. Upon Company's request, Distributor shall assist Company in obtaining the End User's acceptance of the applicable End User Agreement. In the event Distributor or any Reseller wants to use or access any Product, it must sign a separate End User Agreement with Company.

6. COMPLIANCE WITH LAWS

6.1 General Compliance. Each party shall comply with all applicable federal, state, and local laws and regulations and legal obligations that apply to its obligations and performance pursuant to this Agreement, including for the sale, delivery and marketing of the Products in the Territory. Each Party shall comply with all applicable laws and regulations pertaining to the protection and disclosure of any Company, Distributor, End User, or other third party data.

6.2 Export. The Products and any technical information related to the Products may be subject to import or export controls under the laws of the United States and other countries, including without limitation U.S. Export Administration and U.S. Treasury Department's office of Foreign Assets Control regulations. Distributor will not, and will not permit its Resellers to, export or knowingly permit trans-

shipment, of the Products, Documentation or any portions thereof unless Distributor or its Reseller has obtained all required authorization from the appropriate governmental authorities of the United States and other countries with jurisdiction over the transaction. Distributor will comply, and will cause its Resellers to comply, with all applicable import and export controls and regulations. Distributor will cooperate, and will cause its Resellers to cooperate, with the Company in any official or unofficial inquiry, audit or inspection that relates to export controls, including, but not limited to, making available Distributor's and Resellers records. Further, Distributor agrees not to sell, and not to permit any Reseller to sell, to any End Users located in, nor export or knowingly permit trans-shipment, of the Products, Documentation or any portions thereof to, China, Russia, Afghanistan, Central African Republic, Democratic Republic of Congo, Eritrea, Ethiopia, Haiti, Iraq, Lebanon, Libya, Nicaragua, Somalia, South Sudan, Sudan, Zimbabwe, Cuba, Iran, North Korea, Syria or any embargoed country or region.

6.3 Unlawful Payments. Distributor represents and warrants that it is not in violation of, has not violated, and agrees that it and its officers, directors, employees, Affiliates, Resellers and agents (together, **Distributor's Representatives**) will comply with the U.S. Foreign Corrupt Practices Act (FCPA), the U.K. Bribery Act and any other anti-corruption or anti-boycott laws and regulations applicable to Distributor or Reseller. Distributor and Distributor's Representatives will not use any payment or other benefit derived from the Company to influence official actions or decisions affecting this Agreement, while knowing or having reason to know that any portion of this money, gift or thing will, directly or indirectly, be given, offered or promised to: (i) an employee, officer or other person acting in an official capacity for any government or its instrumentalities; or (ii) any political party, party official or candidate for political office. Upon the Company's request, Distributor will annually certify its compliance with this Section. Distributor will immediately notify the Company in writing of any attempt by any third party, including existing and prospective customers and End Users, to induce Distributor or Distributor's Representatives to participate in any activity that would violate any anti-corruption or anti-boycott laws.

7. PRICE, PAYMENT TERMS and TAXES

7.1 Price. Pricing for the Products is set forth on an Order Form provided by the Company. The prices are exclusive of all freight, excise, sales, use or any other tax, fee, duty, transport, insurance, installation, assembly, and other services. Distributor will establish the prices that it charges to the End Users. Distributor is solely responsible for obtaining payment from its End Users. Delays or failures in obtaining these payments will not affect Distributor's obligation to make payment to the Company under this Agreement.

7.2 Payment Terms. All payments must be made in United States Dollars and are non-cancelable and nonrefundable. Payment is due net thirty (30) days from the invoice date. Upon notice to Distributor, and without prejudice to its other rights under this Agreement, the Company may change payment terms, or require Distributor to prepay if, at any time during the Term Distributor has an unpaid balance owed in excess of forty-five (45) days past due, or otherwise does not comply with its payment obligations under this Agreement. There will be no deduction or set off by Distributor for shipping charges, insurance charges, customs duties, import duties, customs clearance charges, taxes or withholding taxes. Any invoice errors must be disputed within thirty (30) days of invoice date and are subject to correction by the Company. Overdue payments may be charged interest at the rate of one and a half percent (1.5%) per month or the maximum rate permitted by applicable law, whichever is less and will accrue from the payment due date until the date the payment is made in full.

7.3 Taxes. The prices do not include any taxes, levies, duties or similar governmental assessments of any nature, including, for example, value-added, sales, use or withholding taxes, assessable by any jurisdiction whatsoever (**Taxes**). Distributor is responsible for paying all Taxes associated with its purchases. If the Company has a legal obligation to pay or collect Taxes for which Distributor is responsible, Company will invoice Distributor and Distributor will pay that amount unless Distributor provides the Company with a valid tax exemption certificate authorized by the appropriate taxing authority. The Company is solely responsible for taxes assessable against the Company based on its income, property and employees.

8. ORDERING

8.1 Orders. Company shall provide Distributor with an Order Form and Distributor shall provide Company with a signed copy of such Order Form for every order. Purchase order documents must include reference to the applicable Order Form and the End User contact information. Order Forms and purchase orders from Distributor to the Company are binding commitments of Distributor. Distributor shall present, or require Distributor's Resellers to present, the End User with all applicable licensing terms, rights and restrictions set forth on an Order Form in its invoicing/purchasing document with the End User which End User must acknowledge and accept. All purchase orders to Company must be transmitted via the email established purchase order email alias: accounting@cloudbolt.io (or other email as identified from time-to-time by the Company).

8.2. Acceptance of Orders. Acceptance of any purchase order from Distributor is expressly limited to the terms and conditions in this Agreement and the Order Form and any different or additional terms set forth by Distributor or Reseller, whether in Distributor's or Reseller's purchase order or other communication, are expressly objected to and are not binding on the Company and have no legal force or effect. In the event of a conflict between the prices, terms and conditions of a purchase order or an Order Form, the Order Form, shall control. The Company may accept or reject any order from Distributor, in whole or in part, in its sole discretion. The Company will inform

Distributor of any rejection of an order within a reasonable time after the rejection. End User's right to use and/or access Products shall be contingent on the End User's acceptance and execution of an End User Agreement.

9. WARRANTY

9.1 General. Each party warrants that it is, and during the Term will remain, a legal entity in good standing; that it has full power and authority to enter into this Agreement; and that it has not entered into any contract or commitment that will interfere with the performance of its obligations under this Agreement.

9.2 Product Warranty Disclaimer. The Company makes no warranty to Distributor or any Reseller concerning the Products. All Company warranties for the Products are made directly to the End User and are limited to the warranty provisions described in each End User's applicable End User Agreement.

10. INDEMNIFICATION

10.1 Indemnification by the Company. The Company will indemnify and defend Distributor, its employees, officers, directors, shareholders, parents, subsidiaries, Resellers and Affiliates against an unaffiliated third-party claim or legal action alleging or arising out of: (a) any negligent act or omission by, or willful misconduct of, Company's employees or agents; (b) Company's failure to comply with any applicable laws or regulations; and (c) any third party infringement claim arising out of the resale of the Products.

10.2 Indemnification by Distributor. Distributor will indemnify and defend the Company, its employees, officers, directors, shareholders, parents, subsidiaries, Affiliates and licensors against a third party claim or legal action alleging or arising out of: (a) any omission or inaccuracy in the marketing, promotion or materials of Distributor or Reseller; (b) any negligent act or omission by, or willful misconduct of, Distributor's employees, agents or Resellers employees or agents; and (c) Distributor's or Reseller's failure to comply with any applicable laws or regulations. Further, Distributor will indemnify, hold harmless and defend the Company, its employees, officers, directors, shareholders, parents, subsidiaries, Affiliates and licensors against a claim or legal action alleging or arising out of any Distributor's or Reseller's employee, agent or representative under any termination, employment, labor, social security or other similar laws or regulations.

10.3. Process. The party seeking indemnification will promptly notify the other party of the claim and cooperate in defending the claim. Failure to provide timely notice or reasonable assistance will relieve the indemnifying party of its obligations under this Section 10 only to the extent the indemnifying party has been materially prejudiced. The indemnifying party will have full control and authority over the defense, including appeals, negotiations, and any settlement, except that: (a) it may not make an admission of fault on behalf of the other party without written consent; (b) any settlement requiring the party seeking indemnification to admit liability requires prior written consent, not to be unreasonably withheld or delayed; and (c) the other party may join in the defense with its own counsel at its own expense. The indemnifying party will: (i) retain and pay attorneys and court costs as part of its defense obligation; (ii) reimburse the other Party for reasonable out-of-pocket expenses that it incurs in providing assistance; and (iii) pay the amount of any resulting adverse final judgment (including any award of attorneys' fees, costs and punitive damages), penalties, sanctions or settlement. THIS SECTION 10 STATES THE SOLE LIABILITIES AND EXCLUSIVE REMEDIES FOR CLAIMS DESCRIBED IN THIS SECTION.

11. LIMITATION OF LIABILITY

WITH THE EXCEPTION OF A CLAIM FOR INFRINGEMENT, A CLAIM FOR DEATH OR BODILY INJURY OR TANGIBLE PROPERTY DAMAGE, WILLFUL MISCONDUCT, FRAUD, MISAPPROPRIATION OF INTELLECTUAL PROPERTY RIGHTS OR DISTRIBUTOR'S FAILURE TO COMPLY WITH THE PAYMENT TERMS, IN NO EVENT WILL EITHER PARTY, ITS AFFILIATES OR LICENSORS BE LIABLE UNDER THIS AGREEMENT OR OTHERWISE FOR (A) INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES, (B) LOSS OF USE, DATA, BUSINESS, GOODWILL, REVENUES, BOOKINGS, OR PROFITS (IN EACH CASE WHETHER DIRECT OR INDIRECT), OR (C) BUSINESS INTERRUPTION, WHETHER AN ACTION IS IN CONTRACT, TORT OR NEGLIGENCE, AND REGARDLESS OF THE THEORY OF LIABILITY, EVEN IF THE PARTY KNEW OR SHOULD HAVE KNOWN THAT SUCH DAMAGES WERE POSSIBLE OR REASONABLY FORESEEABLE AND EVEN IF A REMEDY FAILS OF ITS ESSENTIAL PURPOSE.

WITH THE EXCEPTION OF A CLAIM FOR INFRINGEMENT, A CLAIM FOR DEATH OR BODILY INJURY OR TANGIBLE PROPERTY DAMAGE, WILLFUL MISCONDUCT, FRAUD, MISAPPROPRIATION OF INTELLECTUAL PROPERTY RIGHTS OR DISTRIBUTOR'S FAILURE TO COMPLY WITH THE PAYMENT TERMS, IN NO EVENT WILL EITHER PARTY'S CUMULATIVE LIABILITY TO THE OTHER PARTY FOR DIRECT DAMAGES, FOR ALL CAUSES OF ACTION, EXCEED THE TOTAL OF ALL PAYMENTS PAID OR PAYABLE TO THE COMPANY BY DISTRIBUTOR UNDER THIS AGREEMENT DURING THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRIOR TO THE EVENT GIVING RISE TO THE LIABILITY. THE LIMITATIONS REFERRED TO IN THIS SECTION 11 APPLY TO ALL ACTS OR OMISSIONS AND REGARDLESS OF THE FORM OF ANY ACTION, WHETHER PURSUANT TO STATUTE, CONTRACT, TORT, NEGLIGENCE, EQUITY OR ANY OTHER FORM OF ACTION, AND REGARDLESS OF WHETHER THE DAMAGES WERE FORESEEABLE OR NOT.

In no event will either Party be liable for any claim brought by the other party more than twenty-four (24) months after the other party became aware of the issue giving rise to the claim. Both parties acknowledge that the limitations on liabilities set forth in this Section 11 and the disclaimer of warranties set forth in Section 9 (Warranty) represent a mutually agreed upon allocation of risk, and the consideration provided under this Agreement has been calculated to reflect that allocation of risk.

12. CONFIDENTIALITY

12.1 Confidential Information. Confidential Information means any intellectual property, material, data, or information, in any form or media, that is proprietary or confidential to a disclosing party and is marked as confidential, or by its nature or treatment by its owner should reasonably be considered confidential. Confidential Information does not include information that: (i) is or becomes publicly available without breach of the Agreement; (ii) was known to the receiving party prior to its disclosure by the disclosing party without breach of any obligation owed to the disclosing party; (iii) is independently developed by receiving party after disclosure without breach of the Agreement; or (iv) is obtained by the receiving party from a third party without any confidentiality obligation. Software and application programs contained in the Products are not deemed to be placed in the public domain by the Company.

12.2 Use. Receiving party will use disclosing party's Confidential Information solely to perform its obligations under this Agreement and will take all reasonable steps to safeguard the disclosing party's Confidential Information, including no less than the steps taken to protect its own Confidential Information. Receiving party must not disclose disclosing party's Confidential Information except to its employees, Resellers, Affiliates and contractors who: (a) have a need-to-know Confidential Information in connection with this Agreement; and (b) are bound by written confidentiality obligations no less restrictive than these terms. Receiving party must promptly notify disclosing party in writing of unauthorized use or disclosure of the disclosing party's Confidential Information and take all reasonable action to recover that Confidential Information and prevent further unauthorized use or disclosure, including action for seizure and injunctive relief. If receiving party fails to do so in a timely manner, disclosing party may take any reasonable steps at receiving party's expense, and receiving party must reasonably cooperate.

12.3 Disclosure. Upon the execution of this Agreement, each party may disclose the existence of a business relationship between them. Receiving party may also disclose the disclosing party's Confidential Information as required to comply with binding orders of governmental entities that have jurisdiction over it or as otherwise required by law, provided that the receiving party: (a) to the extent legally permissible, gives the disclosing party reasonable written notice to allow the disclosing party to seek a protective order or other appropriate remedy; (b) discloses only the information required by the governmental entity or otherwise required by law; and (c) uses commercially reasonable efforts to obtain confidential treatment for any Confidential Information disclosed.

12.4 Injunctive Relief. Each party acknowledges that money damages may not be sufficient compensation for a breach of this Section 12. Each party agrees that the other will have the right, in addition to its other rights and remedies, to seek injunctive relief for any violation or threatened violation of Section 12 and waives any requirement that the party seeking injunctive relief post a bond or any other security.

13. TRADEMARKS AND PROPRIETARY RIGHTS

13.1. Company Trademarks. The Company grants Distributor the right to use the Company's Trademarks on marketing materials, advertising and other promotional materials that have been approved by Company for the promotion and resale of the Products. Distributor will state in all advertising, promotional and marketing literature and other materials that its use of the Trademarks and all other Company proprietary rights is pursuant to a license from the Company and will identify the Company as the owner of the Trademarks and proprietary rights.

Distributor expressly agrees that ownership and all rights, title and interest in the Trademarks, including any goodwill, is and will remain vested solely in the Company or its licensors. All use of the Trademarks will inure to the sole benefit of the Company and its licensors. Distributor will not, and will not permit any Reseller to, (a) alter or remove any Trademark, copyright or proprietary notice applied to the Products, Product labels, Documentation, marketing materials or literature by the Company; (b) adopt or use any trademark, logo, service mark or trade name that is confusingly similar to the Company name or Trademarks; (c) use any mark, trademark or trade name that is similar in identity to the Company name or a Trademark in Distributor's URL(s) or website domain name(s); (d) register any domain name which incorporates the Company name or any Trademark (and Distributor agrees to transfer such domain name to the Company, without cost to the Company, if it breaches this provision); (e) use the Company name or any Trademark in connection with any business activity or product unrelated to a Product without prior written permission from the Company; (f) purchase the Company name, any Trademark or any variation or part thereof as a search term from any Internet search engine, or engage in any other practice designed to direct web browsers using search engines to different web pages or versions of web pages than the pages corresponding to search terms entered by the user; or (g) at any time, directly or indirectly, oppose the grant of, dispute the validity of, or cooperate in any lawsuit or proceeding that challenges or disputes any rights of the Company in the Trademarks or other Company Intellectual Property Rights.

13.2. Distributor Marks. Distributor grants the Company the rights to use Distributor's trademarks, logos and trade names in referring to Distributor as a distributor and reseller of the Products and in corporate image advertising pieces, corporate background pieces, and press releases. The Company agrees not to challenge the validity or registration of any service marks, copyrights or trademarks of the Distributor.

13.3. Intellectual Property. The Company, its Affiliates or licensors own and retain all right, title and interest to and in all copyright, trademarks, trade names and all other Intellectual Property Rights in the Products, Documentation, Training Materials, database rights, know-how, developments, research data, designs, layout, processes, formulae, mask works, documents, drawings, specifications and other Company information, proprietary materials and all derivative works. Neither Distributor nor any Reseller acquires any rights, express or implied, in the Products other than those expressly set forth in this Agreement. All other rights, without limitation, are reserved to the Company.

13.4. Training Materials. The Company Product and Product-related education and training materials (**Training Materials**) are located online and made accessible to Distributor's authorized employees at the Company's discretion through a password protected account. The Training Materials are exclusively owned by the Company or its Affiliates. Use of the Training Materials is limited to Distributor's internal use during the Term of the Agreement and, other than pursuant to such use, Distributor may not copy or distribute the Training Materials.

14. TERMINATION

14.1. Termination for Convenience. This Agreement may be terminated by either party, for any reason, upon ninety (90) days' prior written notice.

14.2. Termination for Cause.

a. Either party, at its option and without prejudicing any other rights it may have under this Agreement, may terminate this Agreement in the event that the other party is in breach of any material term of this Agreement and the breach is not cured within thirty (30) days of written notice of the breach.

b. The Company may terminate this Agreement immediately upon written notice by the Company in the event that Distributor develops modules or add-ons that are deemed to be in direct or indirect competition with the functionality included in the Products.

c. Either party, at its option and without prejudicing any other rights it may have under this Agreement, may terminate this Agreement immediately in the event that the other party is in breach of its confidentiality obligations under Section 12 (Confidentiality).

d. The Agreement may be terminated for cause, immediately upon issuance of written notice by the Company, upon the occurrence of any of the following:

i. Distributor has an outstanding balance for amounts owed to the Company that are more than ninety (90) days past due;

ii. If the Company determines, in its sole discretion, that Distributor has breached, intends to breach or insists upon breaching any of the provisions in Section 6 (Compliance with Laws);

iii. Distributor ceases to exist as a business entity, or otherwise terminates its business operations;

iv. Distributor becomes insolvent or unable to pay its debts as they mature in the ordinary course of business or makes an assignment for the benefit of its creditors;

v. upon liquidation, dissolution, reorganization, merger, sale of substantially all the assets, or change in management, voting control or corporate form of Distributor; or

vi. Distributor fails to secure or renew any license or permit necessary for the conduct of its business or if any license or permit is revoked or suspended.

14.3. Effects of Termination. Upon termination, expiration or non-renewal of this Agreement,

(A) Distributor will, and will cause Resellers to, (i) terminate all resale of the Products; (ii) stop holding itself out as a Distributor (or reseller) of the Company or the Products; (iii) cease using the Company's Trademarks, intellectual property and Training Materials; (iv) terminate all marketing and promotional activities with regards to the Products and return all advertising, informational and technical material provided by the Company within thirty (30) days from the date of termination or expiration; (v) inform the Company, in writing, of all of Distributor's and Reseller's unfulfilled contractual obligations related to the Products existing at the time of termination or expiration; and (vi) deliver a prospect list for potential sales to End Users (**Prospect List**) to the Company within thirty (30) days from the date of notice of termination, expiration or non-renewal of this Agreement. The Prospect List may only contain End User and potential end user opportunities that Distributor registered with the Company prior to termination and actively pursued. The Prospect List must contain specific sale details, including but not limited to the type and quantity of Product for each prospective sale. So long as the Agreement was not terminated by Company for cause, Distributor will have sixty (60) days after the termination or expiration of this Agreement to complete the sales, in accordance with the terms of this Agreement, to those identified on the Prospect List. The Company may: (i) re-register any End Users then registered to Distributor as a Company direct customer or, as a registered user of another authorized Company distributor or reseller; and (ii) communicate directly with Distributor's registered End Users and introduce them to other Company authorized resellers or referral partners.

(B) Each party will (a) refrain from further use of the other party's Confidential Information, and the receiving party will, upon the disclosing party's request and in accordance with disclosing party's directions, return or destroy any of the disclosing party's Confidential Information

and provide written certification of destruction; and (b) pay all sums owing to the other party or subsequently becoming due under the Agreement.
(C) Company will have the right to cancel any or all unshipped orders and refuse to accept any additional orders, except as otherwise provided in this Section 14.3.; and
(D) The termination or expiration of this Agreement will not terminate any End User Agreements with End Users or any active Order Forms. The End User Agreements and any Order Forms associated with the End Users will continue to be governed in accordance with their respective terms. In addition, any provisions of this Agreement necessary for either party to fulfill its obligations under the End User Agreements and associated Order Forms will survive any termination of this Agreement.

15. AUDIT

Distributor will maintain accurate records of its business activities under this Agreement, including records regarding the Products, sales activities and marketing activities. Those records must include but are not limited to current list of End Users of the Products, including the location, type and number of Products for each End User. During the Term of this Agreement and for one (1) year after termination, the Company, by itself or through its agent, may, upon ten (10) days' prior written notice to Distributor, inspect the agreements, business/financial records, computer processors, equipment and facilities of Distributor during normal working hours to verify Distributor's compliance with this Agreement. If the Company discovers through the results of an audit performed under this Agreement or through any other means that Distributor has underpaid the Company, then Distributor will immediately pay the Company the then-current fees applicable to those Products, including reasonably estimated arrears, for any unreported or unpaid sales. For any underpayment Distributor will also immediately pay to the Company the amount due, plus interest from the date of underpayment. In the event an audit results in the determination that the Distributor has underpaid the Company by five percent (5%) or more, then Distributor will reimburse the Company for the reasonable fees associated with the performance of the audit. Any audit, and the results and findings of the audit, will be deemed to be the Company's Confidential Information subject to the confidentiality provisions in this Agreement.

16. GENERAL PROVISIONS

16.1. Entire Agreement. The parties acknowledge that this Agreement, including any attached Exhibits, expresses their entire understanding and agreement, and that there have been no warranties, representations, covenants or understandings made by either party to the other except as are expressly set forth in this Agreement. The parties further acknowledge that this Agreement supersedes any and all prior agreements, written or oral, between the parties with respect to the matters set forth in this Agreement, including any prior distribution or reseller agreements between Distributor and the Company or a Company Affiliate. All Exhibits are fully incorporated into this Agreement. This Agreement was negotiated and executed voluntarily and is not the result of duress, fraud, undue influence or any threat of any kind. All parties had the opportunity to read and consider this Agreement, to consult with counsel, and fully understand the Agreement.

16.2. Assignment. Distributor must not, by operation of law or otherwise, assign any of its rights or delegate any of its obligations under this Agreement, including but not limited to assignment or transfer to an Affiliate, parent, subsidiary, or any successor in interest, without the prior express written consent of the Company. In no event will Distributor's rights or obligations under this Agreement be assigned or assignable by operation of law or by bankruptcy proceedings; and in no event will this Agreement or any rights or privileges under this Agreement be an asset of Distributor under bankruptcy, insolvency, or reorganization proceedings. The Company may, without Distributor's consent: (a) assign this Agreement; and (b) assign a purchase order submitted by Distributor under this Agreement to a Company Affiliate.

16.3. Waiver, Amendment and Modification. No waiver, amendment or modification, including by custom, usage of trade, or course of dealing, of any provision of this Agreement will be effective unless it is in writing and signed by the party against whom the waiver, amendment or modification is sought to be enforced (except that Company's standard End User Agreement may be amended from time to time by the Company in its sole discretion). No waiver by any party of any default in performance on the part of the other party under this Agreement or of any breach or series of breaches by the other party of any of the terms or conditions of this Agreement will constitute a waiver of any subsequent default in performance under this Agreement or any subsequent breach of any terms or conditions within the Agreement. Performance of any obligation required of a party under this Agreement may be waived only by a written waiver signed by a duly authorized officer of the other party; a waiver will be effective only with respect to the specific obligation described in the waiver.

16.4. Force Majeure. Neither party will be deemed in default of this Agreement to the extent that performance of its obligations, or attempts to cure any breach, are delayed or prevented by reason of circumstance beyond its reasonable control, including without limitation acts of government, riot, war, fire, natural disaster, earthquake, pandemics, endemics, accidents or other acts of God and which renders the party's performance impossible (**Force Majeure Event**). A party seeking to delay its performance because of a Force Majeure Event must give the other party written notice of the Force Majeure Event within fifteen (15) days after the discovery and use good faith efforts to cure the non-performance or breach caused by the Force Majeure Event. The parties agree that the Force Majeure provisions of this paragraph are not applicable to the payment of any amounts owed when due.

16.5. Cumulative Rights. Any specific right or remedy provided in this Agreement will not be exclusive but will be cumulative upon all other rights and remedies set forth in this Agreement and allowed under applicable law.

16.6. Governing Law. This Agreement will be governed by the laws of the State of Delaware, U.S.A., without regard to its conflicts of law principles. Both parties consent to the exclusive jurisdiction and venue of the state and federal courts for the State of Delaware , U.S.A., and expressly waive any objections or defense based upon lack of personal jurisdiction or venue. Each party waives the right to jury trial for any legal action, in law or equity. The United Nations Convention on Contracts for the International Sale of Goods and Uniform Computer Information Transaction Act, as adopted by any state or governing body, does not apply.

16.7. Severability and Survival. In the event that any provision of this Agreement is determined to be illegal or unenforceable, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect and enforceable. Sections 3.2 (Relationship of the Parties**)**, 7.2 (Payment Terms), 9 (Warranty), 10 (Indemnification), 11 (Limitation of Liability), 12 (Confidentiality), 13.3 (Intellectual Property), 14.3 (Effects of Termination), 15 (Audit) and 16 (General Provisions) will continue in force and effect after termination of this Agreement. It is expressly understood and agreed that in the event any remedy in this Agreement is determined to have failed of its essential purpose, all other limitations of liability and exclusion of damages set forth in the Agreement will remain in full force and effect.

16.8. Non-Solicitation. The parties agree that, during the Term of this Agreement and for twelve (12) months thereafter, neither party will directly solicit for employment any employee of the other party if that employee has been directly involved in performance of obligations under this Agreement. The foregoing prohibition will not be deemed to restrict general advertisements of employment or the rights of any employee of one party, on that employee's own initiative or in response to any general advertisement(s), to seek employment from the other party nor, under those circumstances, for the advertising party to hire that employee.

16.9. Notices. Any notices or other communications required or permitted hereunder or required by law will be in writing and will be sent by email to Company at legal@cloudbolt.io and for Distributor, to the email indicated in the signature block herein, as may be updated from time to time upon notification by one party to the other party in accordance with this Section. Any such notice will be considered to have been given at the time stamped by recipient's email application (or, if not available, the time stamp of transmission by the sender's email application).

16.10. Language and Headings. This Agreement is executed in the English language and interpretation or construction of this Agreement must be based solely on the English language. All headings are for reference purposes only and must not affect the interpretation of this Agreement.

16.11. Counterparts. This Agreement may be executed in multiple counterparts, any of which will be deemed an original, but all of which will constitute one and the same instrument.

SIGNATURE PAGE TO FOLLOW

Distributor and Company each has read, understands and is bound by the terms and conditions outlined herein. The party's consent to use electronic signatures and the Agreement may not be invalidated on the basis that the documents and signatures were electronically provided. Any signatory to this Agreement warrants and acknowledges that they are authorized by the entity on behalf of which the signatory is executing this Agreement to execute this Agreement on its behalf.

DISTRIBUTOR	CloudBolt Software, Inc.
Company Name: _____ Signature: _____ Printed Name: _____ Title: _____ Signature Date: _____ Email for Notice: _____ Territory restriction:	Signature: _____ Printed Name: _____ Title: _____ Signature Date: _____ Email for Notice: legal@cloudbolt.io and accounting@cloudbolt.io