

## AVIATRIX SINGLE CUSTOMER RESELLER AGREEMENT

This Aviatrix Single Customer Reseller Agreement (“**Agreement**”), effective as of the last date of signature below (“**Effective Date**”) and by and between Aviatrix Systems, Inc. (“**Aviatrix**”) and \_\_\_\_\_ (“**Reseller**”), governs Reseller’s appointment as a nonexclusive reseller of Aviatrix’s software subscriptions and related consulting services (the “**Aviatrix Offerings**”) to the end customer specified below (“**Customer**”). “**Party**” and “**Parties**”, means, collectively and individually, as applicable, Aviatrix and Reseller.

**Customer:** \_\_\_\_\_

Accepted and agreed to as of the Effective Date by the authorized representative of each Party:

<b>AVIATRIX SYSTEMS, INC.</b>	<b>[RESELLER]</b>
<hr/> Signature	<hr/> Signature
<hr/> Print Name	<hr/> Print Name
<hr/> Title	<hr/> Title
<hr/> Date	<hr/> Date

**1. Appointment.** Reseller is hereby appointed as a non-exclusive reseller for sale of Aviatrix Offerings to Customer. Aviatrix may further authorize Reseller under the AWS Consulting Partner Private Offer (CPPO) program. Reseller must enroll in the CPPO program with AWS in order to participate in this option under terms between AWS and Reseller. Aviatrix may select standard quoting or CPPO (if Reseller is enrolled) and Reseller agrees to abide by such decision. This appointment shall only be valid for the quote(s) provided by Aviatrix to Reseller prior to termination of this Agreement pursuant to Section 5 below. Any active CPPO authorization form shall terminate with this Agreement and Aviatrix may rescind a CPPO authorization at any time in its sole discretion. Reseller will not make any false or misleading representations, warranties or guarantees with respect to Aviatrix and/or the Aviatrix Offerings and will comply with all applicable laws and regulations related to the performance of its obligations hereunder.

**2. Orders.** Reseller's orders for the Aviatrix Offerings (each an “**Order**”) must be in writing, identify Customer and reference this Agreement or the applicable CPPO authorization (as established in AWS’ CPPO process), and such Orders shall be subject to acceptance or CPPO authorization by Aviatrix (as the case may be). Aviatrix shall accept or reject an Order by an Order acknowledgment (or authorize the Order through CPPO) within ten (10) business days of actual receipt by Aviatrix of such Order. The terms and conditions of this Agreement shall apply to all Orders and supersede any different or additional terms on any order forms or purchase orders and any such terms are hereby rejected.

**3. Payment Terms and Delivery.** Aviatrix shall invoice Reseller for an Order upon issuance of software license keys with all software delivered electronically to Customer. Reseller shall pay the amounts set forth in Aviatrix's invoice within thirty (30) days from date of Aviatrix's invoice. For Orders processed through CPPO, payment is handled by AWS in accordance with CPPO.

**4. Customer Terms of Use.** Reseller shall resell the Aviatrix Offerings only to the authorized Customer specified above. The software component of the Aviatrix Offerings is licensed directly to each Customer and not sold. Reseller shall reference Aviatrix’s Customer Terms of Use located at aviatrix.com on its order form or agreement with Customer and require Customer to agree to such terms with Aviatrix, unless Aviatrix has confirmed in writing to Reseller that it has active Terms of Use for the Aviatrix Offerings directly with Customer. For Orders processed through CPPO, the Customer Terms of Use are referenced as a component of the offer using standard AWS CPPO processes. Aviatrix’s obligations with respect to consulting services resold hereunder shall be direct with Customer pursuant to the Customer Terms of Use and not as a subcontractor to Reseller.

**5. Term.** This Agreement commences on the Effective Date and shall remain in effect until the earlier of: (a) one (1) year from the Effective Date or (b) the date when all applicable Orders have been delivered, at which time this Agreement shall terminate automatically without further notice unless otherwise extended by either (a) executed amendment to this Agreement or (b) Aviatrix’s acceptance of additional Orders for resale to Customer that specifically reference this Agreement or are authorized by Aviatrix through CPPO. Aviatrix may

terminate this Agreement earlier on notice if Reseller breaches any term of this Agreement.

**6. Confidentiality.** Each Party agrees that all code, inventions, know-how, business, technical and financial information it obtains (“**Receiving Party**”) from the disclosing Party (“**Disclosing Party**”) constitute the confidential information of the Disclosing Party (“**Confidential Information**”), provided that it is identified as confidential at the time of disclosure or should be reasonably known by the Receiving Party to be Confidential Information due to the nature of the information disclosed and the circumstances surrounding the disclosure. This Agreement, the Aviatrix Offerings and their related documentation, fees and pricing information and any performance information (e.g., benchmarking results) relating to the Aviatrix Offerings shall be deemed Confidential Information of Aviatrix. Except as expressly authorized herein, the Receiving Party will (a) hold in confidence (using reasonable methods of protection) the Confidential Information of Disclosing Party, (b) not use any such Confidential Information except in furtherance of this Agreement and (c) not disclose any Confidential Information of the Disclosing Party to any party, except its employees, subcontractors and agents on a need to know basis and subject to terms of confidentiality no less restrictive than the terms set forth herein. The Receiving Party’s nondisclosure obligation shall not apply to information which the Receiving Party can document: (i) was rightfully in its possession or known to it prior to receipt of the Confidential Information; (ii) is or has become generally available to the public through no fault of the Receiving Party; (iii) is rightfully obtained by the Receiving Party from a third party without breach of any confidentiality obligation; or (iv) is independently developed by employees of the Receiving Party who had no access to such information. In the event that a Receiving Party is required to disclose Disclosing Party Confidential Information pursuant to a regulation, law or court order, it shall provide Disclosing Party with prior written notice thereof and reasonably assist Disclosing Party (as Disclosing Party’s cost and expense) in contesting such require disclosure. The Receiving Party acknowledges that disclosure or unauthorized use of Confidential Information would cause substantial harm for which damages alone would not be a sufficient remedy, and therefore that upon any such disclosure or unauthorized use by the Receiving Party, the Disclosing Party shall be entitled to seek appropriate equitable relief (without the posting of a bond or similar instrument) in addition to whatever other remedies it might have at law.

**7. Limitations of Liability.** IN NO EVENT SHALL EITHER PARTY HAVE ANY LIABILITY TO THE OTHER PARTY FOR ANY (I) LOST PROFITS OR FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES HOWEVER CAUSED AND WHETHER IN CONTRACT, TORT OR UNDER ANY THEORY OF LIABILITY, WHETHER OR NOT SUCH PARTY OR ITS SUPPLIERS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR (II) CUMULATIVE AMOUNTS IN EXCESS OF THE FEES PAID AND PAYABLE BY RESELLER FOR THE AVIATRIX OFFERINGS UNDER THIS AGREEMENT. THE FOREGOING LIMITATIONS ON LIABILITY WILL NOT APPLY TO EITHER PARTY’S BREACH OF SECTION 6 (CONFIDENTIALITY) OR A VIOLATION OF AVIATRIX’S PROPRIETARY OR INTELLECTUAL PROPERTY RIGHTS.

**8. Disclaimer.** AVIATRIX PROVIDES WARRANTIES DIRECTLY TO CUSTOMER AND MAKES NO WARRANTIES TO RESELLER WITH RESPECT TO THE AVIATRIX OFFERINGS OR THE DOCUMENTATION AND DISCLAIMS ALL WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT, INCLUDING WITHOUT LIMITATION, ANY WARRANTIES

**OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, GOOD TITLE, SATISFACTORY QUALITY OR NONINFRINGEMENT.**

**9. Proprietary Rights.** Aviatrix and its licensors retain all right, title and interest, including all related intellectual property rights, in and to the Aviatrix Offerings and documentation, its Confidential Information, any technology developed from any services (including consulting services) performed by Aviatrix for Reseller or Customer herein, and all derivative works, improvements or modifications thereto by whomever made. No rights are granted to Reseller or Customer hereunder other than as expressly set forth herein. For clarity, the Aviatrix Offerings will not include custom work product or other work for hire deliverables. Reseller may not use Aviatrix’s or licensor’s names or any such mark or designation, even in advertising or marketing the Aviatrix Offerings, without the express written consent of Aviatrix.

**10. Export Controls.** Pursuant to all relevant export laws and regulations, including but not limited to the U.S. Export Administration Regulations (collectively, “**Export Controls**”), Reseller expressly agrees that it shall not, and shall cause its representatives to agree not to, export, directly or indirectly, re-export, divert, or transfer the Aviatrix Offerings and related documentation or Aviatrix Confidential Information to any destination, company or person restricted or prohibited by Export Controls.

**11. General Provisions.** This Agreement shall be governed and interpreted in accordance with the laws of the state of California, U.S.A., without application of its conflicts of law principles and without application of the United Nations Convention on the International Sale of Goods. Reseller may not assign or transfer, directly or indirectly, by operation of law or otherwise, this Agreement or its rights and obligations without the prior written consent of Aviatrix. Aviatrix may assign or transfer this Agreement without Reseller’s consent. If either Party is unable to perform its obligations hereunder by reason of fire, natural disaster, explosion, strike, industrial disruption, war, riot, governmental restraint or regulations, or any other similar condition beyond the reasonable control of such Party, then such Party shall give to the other Party prompt written notice. Thereupon, except for the obligation to pay any fees or invoices as due, the obligations of such Party giving such notice shall be suspended for so long as such condition exists, provided that such Party shall act diligently to remedy the cause of such condition. If such condition lasts more than two (2) months, the Party receiving such notice may, at its discretion, terminate this Agreement. The parties understand and agree that each Party is an independent contractor in the performance of each and every part of this Agreement and is solely responsible for all of its employees and agents and its labor costs and expenses arising in connection with this Agreement. No partnership is formed hereunder. No delay or omission by either Party to exercise any right, power or remedy occurring upon any noncompliance or default by the other Party with respect to any of the terms of this Agreement shall impair any such right, power or remedy or be construed to be a waiver. Unless stated otherwise, all remedies provided for in this Agreement shall be cumulative and in addition to and not in lieu of any other remedies available to either Party at law, in equity, or otherwise. This Agreement and the exhibits constitute the entire and complete agreement between the parties regarding the subject matter. No change, modification, amendment, waiver or discharge of this Agreement shall be valid unless it is in writing and is executed by both parties.

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