



**CORELIGHT, INC.
RESELLER AGREEMENT**

This Reseller Agreement ("Agreement") is made between Corelight, Inc., a Delaware corporation with an office at 22 4th Street, 6th Floor San Francisco, CA 94103 ("Company") and the "Reseller" listed below.

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|-----------|------------------|
| Reseller: | Primary Contact: |
| Address: | Phone: |
| | Email: |
| | |

This Agreement consists of this signature page, Exhibit A (Reseller Terms and Conditions) and any attachments hereto, containing, among other things, warranty disclaimers, liability limitations and use limitations. There shall be no force or effect to any different or additional terms of any related purchase order, confirmation or similar form even if signed by the parties after the date hereof. Each of the undersigned, as a duly authorized representative of the indicated party, has executed this Agreement effective as of the Effective Date.

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| Product(s): Corelight Sensors, subscriptions, related renewals and professional services. |
| Territory: |
| Effective Date: |
| Market: (if applicable) |
| Special Terms: |
| Partner Level: (See Corelight Channel Partner Program Guide for requirements and benefits) |

CORELIGHT, INC.:

RESELLER:

Signature: _____
Name: _____
Title: _____
Date: _____

Signature: _____
Name: _____
Title: _____
Date: _____

Exhibit A

RESELLER TERMS AND CONDITIONS

1. Appointment; Territory; Products.

a. Subject to all the terms and conditions of this Agreement, Company hereby appoints Reseller for the term of this Agreement as a nonexclusive reseller of the "Products" listed above only within the "Territory" and for the "Market," each as described above, and only in accordance with the "Channel Partner Program Guide" which is available at <http://www3.corelight.com/partner-program-guide>. Reseller may market, promote and distribute Products only to end user customers located and taking delivery within (and for use within) the Territory and Market, and only as packaged by Company with the documentation intact, provided that (i) Reseller may only distribute Products to Qualified Prospects (defined below), and (ii) such Qualified Prospect agrees to Company's then-current End User License Agreement as of the Effective Date (the "EULA"), or, in the case of an evaluation of one or more of the Products such Qualified Prospect agrees to Company's then current evaluation agreement (the "Evaluation Agreement"). Company's current EULA and Evaluation Agreement are available at <https://corelight.com/legal/>, and both of which may be updated by Company upon notice to Reseller. Reseller may only appoint sub-resellers if (a) Reseller's Partner Level (set forth above) expressly permits such appointments, (b) such appointments meet the requirements set forth in the Channel Partner Program Guide, (c) Reseller has an enforceable written agreement with such sub-resellers that is at least as protective of Company and its Products as this Agreement and (d) Reseller is, as between the parties, fully liable for each such sub-reseller's acts and omissions. If all or part of the Territory is within the European Union, distribution of Products to an end user customer outside the Territory but within the European Union in response to such customer's unsolicited order is not prohibited; however, Reseller may not engage in or initiate or encourage any marketing or promotion or advertising outside (or intended or likely to reach outside) the Territory or in any language that is not the primary language of a country in the Territory. Nothing in this Agreement shall be construed as limiting in any manner Company's marketing or distribution activities or its appointment of other dealers, resellers, licensees or agents. Company reserves the right to add, change, modify or discontinue any Product or the Channel Partner Program Guide at any time.

b. Upon identifying an end user customer that is potentially qualified as a Qualified Prospect, Reseller shall notify Company of the potential Qualified Prospect by submitting a Lead Form (<http://bit.ly/corelightpartnerportal>) (which may be updated at Company's sole discretion) or as otherwise specified by Company. Company shall notify Reseller after receiving such notice if such prospect qualifies as a Qualified Prospect and whether Company, in its sole discretion, accepts such end user customer as a Qualified Prospect. Return of a counter-signed Lead

Form will constitute Company's acceptance of a prospect as a Qualified Prospect (such date being the "Acceptance Date"). A "Qualified Prospect" shall mean an end user customer that is not a current customer or prospect of Company or its resellers or sales agents at the time of the Lead Form submission, is identified on a Lead Form submitted to Company as a potential end user customer, and that has been accepted by Company. Approval and acceptance of any Qualified Prospect or any sale of Product shall be at Company's sole discretion, and Company may reject any Lead Form or Qualified Prospect at any time for any reason. Each Lead Form (and Qualified Prospect status) shall expire three (3) months after the Acceptance Date, and Reseller may resubmit such Lead Form as required.

2. Fees; Payment and Supply Terms.

a. Prices payable by Reseller for Products are those set forth on Company's then current end-user price list applicable to the Territory, less the applicable discount specified by current Partner Level. Company shall have the right, in its sole discretion, from time to time or at any time to change such prices with 15 days written notice; new prices will apply to all shipments made after such notice period. Reseller will pay all charges, including without limitation transportation and insurance and shall be responsible for all taxes, withholding, duties and other governmental assessments including, without limitation, sales, VAT and use taxes, unless Reseller provides appropriate resale certificates. Payment shall be made in U.S. dollars in the United States. Reseller shall pay all amounts invoiced within 30 days from invoice date, unless Company at any time determines that Reseller's credit is not satisfactory, in which case payment terms shall be C.O.D. Notwithstanding the foregoing, Company reserves the right at any time and from time to time, at its sole option to require Reseller to, within 5 days after receiving notice of Company's acceptance of an order, establish a confirmed irrevocable letter of credit ("ILC") in favor of Company issued by a United States bank acceptable to Company (the "Bank"), payable in U.S. Dollars in an amount equal to the total price of any requested order. The ILC shall be in a form satisfactory to Company and shall provide that Company may draw upon it in full upon presentation to the Bank of a certificate of Company that it has shipped such Products to Reseller.

b. All Products are delivered F.O.B. Company's applicable warehouse or place of production. Subject to the terms and conditions of this Agreement, Company shall use its reasonable commercial efforts to fill promptly (by full or partial shipment) Reseller's written orders for Products, which are accepted by Company at its main office, insofar as practical and consistent with Company's then-current lead-time schedule, shipping schedule, access to supplies on acceptable terms and allocation of available products and capacity among Company customers. Reseller may not decrease or cancel any order.

c. Any software incorporated into or provided for use in or with a Product (whether initially, as part of subscription or otherwise) and any Product that is software (collectively "Software") is not sold, but rather is licensed solely on subscription basis for the end user customer's internal use only as installed in that Product and strictly in accordance with the documentation and any other use restrictions applicable for that Product. Company retains ownership of all intellectual property rights used to create, embodied in, used in and otherwise relating to the Products or Software. No other licenses express or implied are granted. If a Product is provided to any unit or agency of the United States Government ("U.S. Government"), the following provisions shall apply (and Reseller shall ensure that the following provisions are included in the applicable end user agreement): All software and accompanying documentation are deemed to be "commercial computer software" and "commercial computer software documentation," respectively, pursuant to DFAR Section 227.7202 and FAR Section 12.212, as applicable. Any use, modification, reproduction, release, performance, display or disclosure of the software and accompanying documentation by the U.S. Government shall be governed solely by the terms of this Agreement and shall be prohibited except to the extent expressly permitted by the terms herein. Reseller and its customers are not entitled to receive any source code or source documentation relating to the Software.

d. Reseller acknowledges that the Software contains automated reporting routines that may, depending on the configuration provided by Company, automatically identify and analyze certain aspects of use and performance of the Software and/or the systems on which they are installed (including problems and issues that arise in connection therewith), and provide reports to Company. Company will be entitled to inspect the installation and configuration of such Software and systems from time to time on reasonable notice. Provided it does not identify any end user, Company will be free to use for development, diagnostic and corrective purposes any data and information it so collects relating to diagnosis, problems, systems, performance, use or functionality, and may allow others to do so. Company may disable any end user customer's ability to access and/or use the Software upon the expiration or termination of the end user customer's license, and Reseller and the end user customer shall not do anything to prevent Company's ability to disable such Software or attempt to access or use the Software after such disabling without the express written permission of Company.

3. Reseller Covenants and Representations. Reseller represents, warrants, and agrees:

a. not to (i) disassemble, decompile or otherwise reverse engineer the Products or Software, or otherwise attempt to learn the source code,

structure, algorithms or ideas underlying the Products or Software (except to the extent, and only to the extent, this clause is expressly prohibited by applicable law), (ii) rent, lease or otherwise provide temporary access to a Product, (iii) take any action contrary to the EULA, (iv) copy or modify the Products or Software, (v) remove any names, designations or notices from any Product or (vi) allow others to do any of the foregoing;

b. to market, distribute and support (including installation, training and other support) the Products in accordance with the Channel Program Partner Guide on a continuing basis and to comply with good business practices and all laws and regulations relevant to this Agreement (including obtaining and maintaining any registrations or approvals required in the Territory); if Reseller promotes, represents, sells or supports products similar to or competitive with any Product, Reseller will be deemed to be in breach of this obligation and, accordingly, of this Agreement. All advertisements and promotional materials shall be subject to prior written approval of Company;

c. to comply with the U.S. Foreign Corrupt Practices Act (including, without limitation, not offering any inducement, whether money or goods or services, to any government official, employee, candidate or party) and all applicable export laws, restrictions, and regulations of any United States or foreign agency or authority and not to export or re-export, or allow the export or re-export of any product, technology or information it obtains or learns pursuant to this Agreement (or any direct product thereof) in violation of any such laws, restrictions or regulations; Reseller shall obtain and bear all expenses relating to any necessary licenses and/or exemptions with respect to the export from the U.S. of the Products to any location in compliance with all applicable laws and regulations prior to delivery thereof by Company;

d. that neither this Agreement nor the performance of or exercise of rights under this Agreement is restricted by, in conflict with, ineffective under, requires registration or approval or tax withholding under, or affects Company's proprietary rights under, or will require any termination or expiration payment, compensation or indemnification or any compulsory licensing under, any law or regulation of any country, group of countries or other governmental entity located within any portion of the Territory and Reseller will not make any claim to the contrary (Company is relying on this representation and warranty, among other provisions of this Agreement, in entering this Agreement and would not enter this Agreement in its absence);

e. to provide Company on a monthly basis with the names, contact information and addresses of customers of Reseller to whom Products were distributed in the preceding month;

f. to offer and make available to end user customers warranty and maintenance services which shall be consistent with the terms of this Agreement and in no event be less favorable in terms, scope and rates than services Reseller offers or makes available to its other customers who deploy similar products from other manufacturers; and to distribute the

Products and Software only to end user customers that have entered into the EULA for the benefit of Company.

4. **Limited Warranty; Disclaimer; Indemnity.**

a. Company warrants only to Reseller that the hardware portion of Products will be free from material defects for a period of 12 months from the date of original shipment to Reseller or end-user customer, whichever comes first. For the Software portion of Products, Company warrants only to Reseller that such Software will perform substantially in accordance with specifications for such Software provided by Company, for a period of ninety (90) days from the date of original shipment to Reseller or end-user customer, whichever comes first. Reseller will handle and be responsible for all warranty claims and returns from its direct and indirect customers. Any support or services on the Sensor or Software is a services arrangement and shall not impact any warranty hereunder. Products obtained from Company that do not comply with the warranty and are returned by Reseller to Company during the warranty period (and for which a Company RMA has been issued prior to return) will be repaired or replaced at Company's option, provided Reseller bears the cost of freight and insurance to the point of repair or return. Company will bear the cost of freight and insurance for return of goods to Reseller. COMPANY MAKES NO OTHER WARRANTIES WITH RESPECT TO THE PRODUCTS, SOFTWARE OR ANY SERVICES AND DISCLAIMS ALL OTHER WARRANTIES, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. COMPANY ALSO MAKES NO WARRANTY REGARDING NONINTERRUPTION OF USE OR FREEDOM FROM BUGS. The above warranty does not extend to any Product that is modified or altered, is not maintained to Company's maintenance recommendations, is operated in a manner other than that specified by Company, has its serial number removed or altered or is treated with abuse, negligence or other improper treatment (including, without limitation, use outside the recommended environment). Reseller's sole remedy with respect to any warranty or defect is as stated above. Reseller is fully responsible for satisfaction of its customers and will be responsible for all claims, damages, settlements, expenses and attorneys' fees incurred by Company with respect to Reseller's customers or their claims beyond Company's above warranty obligation to Reseller.

b. Company shall defend Reseller and its officers, directors, agents and employees from claims by a third party arising from infringement by the Product of any United States patent or copyright issued as of the date of this Agreement, provided Company is promptly notified of any and all threats, claims and proceedings related thereto, given reasonable assistance, and the opportunity to assume sole control over the defense and all negotiations for a settlement or compromise; Company will not be responsible for any settlement it does not approve in writing. THE FOREGOING IS IN LIEU OF ANY WARRANTIES OF NONINFRINGEMENT, WHICH ARE HEREBY DISCLAIMED. The foregoing obligation of Company does not apply with respect to Product or

portions or components thereof (i) that are not supplied by Company, (ii) that are made in whole or in part in accordance to Reseller specifications, (iii) that are modified after shipment by Company, if the alleged infringement relates to such modification, (iv) that are combined with other products, processes or materials where the alleged infringement relates to such combination, (v) where Reseller continues allegedly infringing activity after being notified thereof or after being informed of modifications that would have avoided the alleged infringement, (vi) where Reseller's use of the Product is incident to an infringement not resulting primarily from the Product and its intended application or (vii) where Reseller's use is not strictly in accordance with this Agreement; Reseller will indemnify Company and its officers, directors, agents, and employees from all damages, settlements, attorneys' fees and expenses related to a claim of infringement or misappropriation excluded from Company's indemnity obligation by this sentence.

5. **Limited Liability.** NOTWITHSTANDING ANYTHING ELSE IN THIS AGREEMENT OR OTHERWISE, EITHER PARTNER WILL NOT BE LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY, OR OTHER LEGAL OR EQUITABLE THEORY FOR (I) AMOUNTS THAT IN THE AGGREGATE ARE IN EXCESS OF THE AMOUNTS PAID TO COMPANY HEREUNDER DURING THE SIX-MONTH PERIOD PRIOR TO THE DATE THE CAUSE OF ACTION AROSE OR (II) ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES, LOST PROFITS OR LOST DATA OR (III) COST OF PROCUREMENT OF SUBSTITUTE GOODS, TECHNOLOGY, OR SERVICES OR (IV) FOR LOSS OR CORRUPTION OF DATA OR INTERRUPTION OF USE. COMPANY SHALL HAVE NO LIABILITY FOR ANY FAILURE OR DELAY DUE TO MATTERS BEYOND ITS REASONABLE CONTROL. THIS SECTION DOES NOT LIMIT LIABILITY FOR BODILY INJURY OF A PERSON, PROVIDED THAT RESELLER SHALL BE FULLY LIABLE WITH RESPECT TO ANY DAMAGES INCURRED BY COMPANY RESULTING FROM RESELLER DISTRIBUTING PRODUCT TO A QUALIFIED PROSPECT WITHOUT REQUIRING SUCH QUALIFIED PROSPECT TO EXECUTE A EULA OR EVALUATION AGREEMENT (AS APPLICABLE).

6. **Relationship of Parties.** The parties hereto expressly understand and agree that Reseller is an independent contractor in the performance of each and every part of this Agreement, is solely responsible for all of its employees and agents and its labor costs and expenses arising in connection therewith and is responsible for and will indemnify Company from any and all claims, liabilities, damages, debts, settlements, costs, attorneys' fees, expenses, and liabilities of any type whatsoever that may arise on account of Reseller's activities, or those of its employees or agents, including without limitation, providing unauthorized representations or warranties (or failing to disclose all limitations on warranties and liabilities set forth herein and in the EULA on behalf of Company) to its customers or breaching any term, representation or warranty of this Agreement. Company is in no manner associated with or otherwise connected with the actual performance of this Agreement on the part of Reseller, nor with Reseller's employment of other persons or

incurring of other expenses, and Reseller will not represent or imply anything to the contrary. Except as expressly provided herein, Company shall have no right to exercise any control whatsoever over the activities or operations of Reseller.

7. **Term and Termination.** Unless terminated earlier as provided herein, this Agreement shall have a term of 12 months and shall automatically renew for 12 month increments unless cancelled by either party. In the event of any termination, (i) Company may elect to continue or terminate any order then pending, (ii) Reseller will return to Company all Confidential Information and other materials of Company and all distribution rights and other licenses granted to Reseller herein (as well as Company's supply, support and maintenance obligations and any restrictions on Company) shall terminate, and (iii) the terms and conditions of this Agreement shall otherwise continue to apply.

a. This Agreement may be terminated by a party for cause immediately by written notice upon the occurrence of any of the following events: (i) if the other materially breaches any material provision of this Agreement and fails to cure such breach within 30 days (10 days in the case of a failure to pay) of written notice describing the breach; or (ii) if the other becomes insolvent or seeks protection under any bankruptcy, receivership, trust deed, creditors arrangement, composition or comparable proceeding, or if any such proceeding is instituted against the other (and not dismissed within 90 days). Further, either party may terminate this Agreement at any time with or without cause upon 90 days' written notice.

b. Company may terminate this Agreement upon written notice if Reseller (i) is acquired by or merges with a third party or there is a change in control of Reseller, or (ii) fails to meet requirements or specifications in the Channel Partner Program Guide. The Company may also adjust Reseller partner level should Reseller fail to meet requirements or specifications in the Channel Partner Program Guide. The Company reserves the right to modify any part of the Channel Program Partner Guide without prior notice.

c. Each party understands that the rights of termination hereunder are absolute and that it has no rights to a continued relationship with the other after termination. Neither party shall incur any liability whatsoever for any damage, loss or expenses of any kind (including, without limitation, damage to or loss of goodwill or investment) suffered or incurred by the other (or for any compensation to the other) arising from or incident to any termination by such party (or expiration) that complies with the terms of the Agreement whether or not such party is aware of any

such damage, loss or expenses. Termination is not the sole remedy under this Agreement and, whether or not termination is effected, all other remedies will remain available.

8. **Trademarks.** Reseller will use Company's then-current names, marks, logos, and other identifiers for the Products ("Trademarks") and Company designated intellectual property related notices on or in the packaging for the Products and Reseller's advertising and promotional materials for such Products, provided that Reseller will: (a) only use Trademarks in the form and manner, and in accordance with the quality standards and usage guidelines that Company specifically prescribes and only in connection with Products; and (b) upon termination of this Agreement for any reason, immediately cease all use of the Trademarks.

9. **Confidential Information.** Reseller agrees that all code, inventions, algorithms, designs, know-how, ideas, and all business, technical and financial information it obtains from Company are the confidential property of Company and its suppliers ("Confidential Information"). Except as expressly and unambiguously allowed herein, Reseller will hold in confidence and not use or disclose any Confidential Information. Reseller's nondisclosure obligation will not apply to information it can document is generally available to the public (other than through breach of this Agreement).

10. **Subscription; Support; Maintenance; Feedback.** Subject to Reseller's compliance with all terms of this Agreement, the end user customer's compliance with the EULA and annual advance payment of the applicable subscription and/or support and maintenance fees, Company will use reasonable commercial efforts to provide the purchased level of support and maintenance services for that Product directly to the end user customer in accordance with the Company's then-current Support Policy set forth at: <https://www.corelight.com/assets/support-policy.pdf>. Reseller will promptly communicate to Company any comments, feedback or suggestions it or any third party may have relating to any Product. Company will have (and is hereby assigned) ownership of any intellectual property with respect to or resulting from any of the foregoing.

11. **Irreparable Harm.** Reseller acknowledges that the breach of any confidentiality or other restrictive provision of the Agreement (including without limitation any of those of Sections 3(a),(c), and (g) and 9) would cause irreparable harm and significant injury to Company that would not be able to be fully compensated by monetary damages; accordingly,

Reseller agrees that Company will have the right to seek and obtain temporary and permanent injunctive relief in any court (without the requirement of posting any bond) in addition to any other rights and remedies it may have (and Reseller will indemnify Company for all damages, losses, settlements, attorney fees, cost and other expenses resulting from such a breach or allegation thereof).

12. **General.** All notices under this Agreement shall be in writing, and shall be deemed given when personally delivered, or three days after being sent by prepaid certified or registered U.S. mail to the address of the party to be noticed as set forth herein or such other address as such party last provided to the other by written notice. Reseller shall not have any right or ability to assign, transfer, or sublicense any obligation or benefit under this Agreement and any attempt to do so shall be void. Company may assign this Agreement in whole or in part. The failure of either party to enforce its rights under this Agreement at any time for any period shall not be construed as a waiver of such rights. This Agreement supersedes all proposals, oral or written, all negotiations, conversations, or discussions between or among parties relating to the subject matter of this Agreement and all past dealing or industry custom. No changes or modifications or waivers are to be made to this Agreement unless evidenced in writing and signed for and on behalf of both parties. In the event that any provision of this Agreement shall be determined to be illegal or unenforceable, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement shall otherwise remain in full force and effect and enforceable. This Agreement shall be governed by and construed in accordance with the laws of the State of California (without regard to the conflicts of laws provisions thereof or the UN Convention on the International Sale of Goods). Unless otherwise elected by Company in writing for a particular instance, the sole jurisdiction and venue for actions related to the subject matter hereof shall be the state and U.S. federal courts located in California, and both parties consent to the jurisdiction of such courts; provided that without limiting Company's right to seek injunctive or other equitable relief in court, either party may elect (by written notice given prior filing a complaint or, in the case of the defendant, prior to answering a complaint) to resolve a dispute by binding arbitration in the English language in San Francisco, California under the rules of JAMS; the decision of the arbitrator will be enforceable in any court.. In any action or proceeding to enforce rights under this Agreement, the prevailing party will be entitled to recover costs and attorneys' fees.

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