

## UNITRENDS PARTNER PROGRAM FRAMEWORK AGREEMENT

This Unitrends Partner Program Framework Agreement, including without limitation the Program Guide and any additional terms of use at the Unitrends Partner Portal, all of which are incorporated herein by reference, (collectively, the “**Agreement**”) is between Unitrends, Inc. (“**Unitrends**”) and the Partner as identified below and is effective as of the date it is click-accepted by Partner (the “**Effective Date**”). The term “**Partner**” as used in this Agreement means a reseller of Unitrends Products who procures the Products from an authorized Unitrends distributor and who has accepted this Agreement. Partner warrants and represents that the person accepting this Agreement on its behalf is authorized to enter into, and agree to the terms and conditions of, this Agreement with Unitrends. If Partner does not agree to this Agreement, Partner shall have no right to resell the Products or participate in the Unitrends partner program as it exists from time to time as described in the Program Guide (the “**Partner Program**”). All defined terms shall have the meaning set forth herein.

### ARTICLE 1 – GENERAL TERMS

1. **OVERVIEW.** The purpose of this Agreement is to enable Partner to participate in the Unitrends Partner Program. Partner agrees to cooperate with Unitrends in any marketing or distribution of Unitrends software and hardware products made generally commercially available by Unitrends to its authorized distributors for resale (the “**Products**”) in accordance with the terms of this Agreement and the then-current operational details, conditions and requirements for the Unitrends Partner Program (the “**Program Guide**”) as described in more detail in Article II. This Agreement does not provide Partner with the right to purchase Products from Unitrends and any Products resold by Partner must be purchased from an authorized Unitrends distributor. The Parties acknowledge that the scope of this Agreement is limited to the subject matter of this Agreement and nothing herein shall be deemed to restrict either Party with respect to any other project effort or marketing activity at any time undertaken by either Party, jointly or separately, which does not pertain to this Agreement; or limit the rights of either Party to promote, market, sell, lease, license, or otherwise market its standard products and services. This Agreement does not constitute or create a joint venture, partnership, or formal business entity of any kind. Each party shall act as an independent contractor and neither party shall act as agent for or partner of the other party.

2. **CONFIDENTIALITY.** Partner acknowledges that, in the course of participating in the Unitrends Partner Program, and otherwise in connection with this Agreement and its relationship with Unitrends, Partner may obtain Unitrends Confidential Information. “Confidential Information” means the terms and conditions of this Agreement and any information regarding Unitrends’ products, services, product designs, plans and roadmaps, prices and costs, trade secrets, know how, inventions, development plans, techniques, processes, programs, schematics, software, data, customer lists, financial information, sales and marketing plans, business opportunities, personnel data, research and development activities, and pre-release products, and any information provided under the Program Guide or the Unitrends Partner Program (to the extent that such information is not publicly accessible), or any other information which is marked or otherwise designated as “confidential” or “proprietary” at the time of disclosure or which Partner knows or has reason to know is confidential, proprietary, or trade secret information of Unitrends. Partner will at all times, both during the Term of this Agreement and thereafter, keep in trust and confidence all such Confidential Information, and will not use such Confidential Information other than as expressly authorized by Unitrends under this Agreement, nor will Partner disclose any such Confidential Information to third parties without Unitrends’s prior written consent. Partner further agrees that, upon Unitrends’s written request, it will promptly return to Unitrends all Confidential Information (including copies thereof) in Partner’s possession, custody, or control. The obligations of confidentiality set forth herein do not apply to information which Partner can evidence by its written records (a) has entered the public domain except as a result of Partner’s breach of this Agreement; (b) prior to disclosure hereunder was already rightfully in Partner’s possession; (c) subsequent to disclosure hereunder is obtained by Partner on a non-confidential basis from a third party who has the right to disclose such information to the Partner and is not under any obligation of confidentiality; or (d) which Partner is required to produce pursuant to a court order or administrative subpoena, provided that Partner will first notify Unitrends of its receipt of such order or subpoena and, prior to disclosure, will provide Unitrends an opportunity to protect its interest in the confidentiality of the information to be produced in response. Partner will not disclose, advertise, or publish the existence, the subject matter, any discussions relating to, or any of the terms and conditions, of this Agreement (or any summary of any of the forgoing) to any third party without the prior written consent of Unitrends.

### 3. TERM AND TERMINATION.

3.1 **Term.** This Agreement commences on the Effective Date and shall have an initial term (“Initial Term”) ending twelve (12) months thereafter. Following the Initial Term, The Agreement shall automatically renew for additional one (1) year terms (each a “Renewal Term,” provided, however, that either party may choose to not renew this Agreement by providing

the other party thirty (30) days advance written notice prior to the end of the Initial Term or any Renewal Term, as applicable, of its intent not to renew the Agreement.

3.2 Termination for Convenience. Either party may terminate this Agreement at any time, for any reason or no reason, upon thirty (30) days' prior written notice to the other party.

3.3 Termination for Cause. Either party may terminate this Agreement if the other party materially breaches this Agreement, if the breaching party fails to cure the breach within fifteen (15) days of receipt of written notice thereof. In addition, either party may terminate this Agreement upon: (i) the insolvency of the other party; (ii) the institution of any proceeding in relation to the credit standing of the other party, such as bankruptcy, reorganization, rehabilitation or composition, by or against the other party; or (iii) the appointment of any receiver or trustee for the other party.

3.4 Effect of Termination. Upon termination or expiration of the Agreement for any reason all licenses granted under this Agreement shall terminate; provided, however that each Party shall have a reasonable time to cease all display and use of the other Party's logos, brands, trademarks or other indicia licensed hereunder, not to exceed thirty (30) days from the date of such termination or expiration. Partner shall return all Unitrends Confidential Information to Unitrends, or shall destroy same at Unitrends request and provide a certificate signed by an officer of Partner attesting to such destruction. The provisions concerning warranty (Section 6), confidential information (Section 2), term and termination (Section 3), compliance with laws (Section 5), limitation of liability and consequential damages waiver (Section 7), general provision (Section 8), and any outstanding payment obligations of either party granted herein shall survive the termination of this Agreement.

4. INTELLECTUAL PROPERTY. Each party reserves all rights in and to its products and solutions, and this Agreement does not grant any licenses or other rights to a Party's products or solutions except as expressly set forth herein. No joint development activities intended by the Parties under this Agreement and no intellectual property will be developed by the Parties hereunder.

5. COMPLIANCE WITH LAWS, INCLUDING ANTI-CORRUPTION LAWS AND EXPORT LAWS. In connection with its obligations under this Agreement, Partner represents and warrants the following: Partner and its subcontractors, consultants, agents or representatives will comply with all country, federal, state and local laws, ordinances, codes, regulations, rules, policies, licensing requirements, regulations and procedures, and all applicable export laws and anti-corruption laws, including the U.S. Foreign Corrupt Practices Act ("FCPA") (collectively, the "Applicable Laws"). Unitrends may terminate this Agreement immediately upon written notice if Partner breaches any of the representations and warranties set forth in this Section. Partner will indemnify and hold harmless Unitrends for any violation by Partner of any Applicable Laws. Partner remains responsible for undertaking appropriate and reasonable measures to ensure that its own relevant subcontractors, consultants, agents, or representatives who interact with government-affiliated organizations comply with applicable anti-corruption laws. Partner hereby acknowledges that Unitrends Products are subject to export controls under the laws and regulations of the United States (U.S.). Partner shall comply with such laws and regulations governing use, export, re-export, and transfer of Unitrends' Products and will obtain all required U.S. and local authorizations, permits, or licenses. Unitrends and Partner each agree to provide the other such information and assistance as may reasonably be required by the other in connection with securing such authorizations or licenses, and to take timely action to obtain all required support documents and Partner agrees to maintain full, true, and accurate records of exports, re-exports, and transfers of Unitrends Products, purchased and deployed or distributed, according to U.S. and local laws (minimum 5 years).

6. WARRANTY. UNITRENDS DOES NOT MAKE ANY WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, WITH RESPECT TO THE SUBJECT MATTER OF THIS AGREEMENT. ALL TECHNICAL INFORMATION, HARDWARE, SOFTWARE, LOGOS, TRADEMARKS AND CONFIDENTIAL INFORMATION PROVIDED BY UNITRENDS UNDER THIS AGREEMENT IS PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND AND EACH PARTY SPECIFICALLY DISCLAIMS THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NONINFRINGEMENT.

7. LIMITATION OF LIABILITY AND WAIVER OF CONSEQUENTIAL DAMAGES.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, EACH PARTY'S TOTAL AGGREGATE LIABILITY UNDER THIS AGREEMENT IS LIMITED TO ONE THOUSAND DOLLARS (US\$1,000). TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, NEITHER PARTY WILL BE LIABLE FOR ANY (A) SPECIAL, INCIDENTAL, INDIRECT, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES; (B) LOSS OF ANY OF THE FOLLOWING: PROFITS, REVENUE, BUSINESS, ANTICIPATED SAVINGS, USE OF ANY PRODUCT

OR SERVICE, OPPORTUNITY, GOODWILL OR REPUTATION; (C) LOST OR DAMAGED DATA OR (D) COSTS TO PROCURE SUBSTITUTE GOODS OR SERVICES.

THE FOREGOING SHALL NOT LIMIT OR EXCLUDE THE LIABILITY OF: (A) EITHER PARTY TO THE OTHER PARTY FOR: 1. BODILY INJURY OR DEATH RESULTING DIRECTLY FROM THE NEGLIGENCE OF THE OTHER PARTY; 2. FRAUD OR FRAUDULENT MISREPRESENTATION; OR 3. ANY LIABILITY THAT CANNOT BE LIMITED OR EXCLUDED UNDER APPLICABLE LAW; (B) PARTNER TO UNITRENDS ARISING OUT OF: 1. SOLUTION PARTNER'S BREACH OF ARTICLE 1, SECTION 2 (CONFIDENTIALITY) OR SECTION 5 (COMPLIANCE WITH LAWS, INCLUDING ANTICORRUPTION LAWS AND EXPORT LAWS) OR ARTICLE II, SECTION 3 (TRADEMARKS); OR 2. ANY AMOUNTS DUE TO UNITRENDS.

REFERENCES IN THIS SECTION (A) TO A PARTY INCLUDES A PARTY'S AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS AND SUPPLIERS, (B) TO LIABILITY INCLUDES LIABILITY ARISING FROM CONTRACT, TORT (INCLUDING NEGLIGENCE), UNDER ANY INDEMNITY, STRICT LIABILITY, OR OTHERWISE, IN EACH CASE EVEN IF A PARTY HAS BEEN INFORMED OF THE POSSIBILITY OF THAT LIABILITY AND (C) TO LOSS REFERS TO ANY AND ALL KINDS OF LOSS OR DAMAGE INCLUDING, WITHOUT LIMITATION, ANY DAMAGES, FINES, COSTS, CHARGES, FEES OR OTHER LIABILITY.

8. GENERAL. This Agreement represents the entire Agreement between the Parties concerning the subject matter of the Agreement, and replaces any prior oral or written communications concerning the subject matter between the Parties. There are no conditions, understandings, agreements, representations, or warranties, expressed or implied relating to the subject matter hereof, which are not specified in this Agreement. This Agreement may not be altered or amended except by a writing signed by all of the parties to this Agreement expressly stating that such modification is intended. For the avoidance of doubt, this Agreement does not supersede or modify any technology license, end user or other license agreement between the parties, including without limitation the confidentiality provisions therein. Except as specifically provided herein, each Party shall bear its own costs and expenses arising out of or relating to this Agreement. All notices required or permitted under this Agreement will be in writing and will be deemed given one (1) day after deposit with a commercial express courier specifying next day delivery (or two (2) days for international courier packages specifying 2-day delivery), with written verification of receipt. All communications will be sent to the address set forth on the cover sheet of this Agreement or such other address as may be designated by a party giving written notice to the other party pursuant to this paragraph. Notwithstanding the foregoing, notices regarding changes in pricing, software license terms, policies or programs may be by posting on cisco.com or by e-mail or fax. Neither this Agreement, nor any rights under this Agreement, may be assigned by Partner without the express prior written consent of Unitrends. A change of control or reorganization of Partner pursuant to a merger, sale of assets or stock (other than an initial public offering) will be deemed to be an assignment under this Agreement. Unitrends may freely assign this Agreement and any right or obligation under it without Partner's approval, including without limitation to any Affiliate, meaning any corporation, firm, partnership or other entity that directly or indirectly controls, or is controlled by, or is under common control with Unitrends or to Unitrends' successor in a change of control, or reorganization of Unitrends pursuant to a merger, sale of assets or stock. This Agreement will terminate immediately upon occurrence of any prohibited assignment. The validity, interpretation, and enforcement of this Agreement shall be governed by the laws of the Commonwealth of Massachusetts without giving effect to principles of conflicts of laws, and the State and Federal courts of Massachusetts shall have exclusive jurisdiction over any claim arising hereunder. The parties specifically disclaim the application of the UN Convention on Contracts for the International Sale of Goods. All Unitrends remedies specified in this Agreement shall be in addition to, and shall in no way limit, any other rights and remedies that might be available to Unitrends, all of which Unitrends hereby expressly reserves. In the event that any of the terms of this Agreement become or are declared to be illegal or otherwise unenforceable by any regulatory body or court of competent jurisdiction, such term(s) shall be null and void and shall be deemed deleted from this Agreement. All remaining terms of this Agreement shall remain in full force and effect. To the extent permitted by law, no person or entity who is not a party to this Agreement shall be entitled to enforce or benefit from any of this Agreement's terms. This Agreement is prepared in the English language. Other languages are translations for convenience purpose only. If there is any conflict between the original English language and other languages, to the extent permitted by law, the English language shall prevail.

## ARTICLE 2 - UNITRENDS PARTNER PROGRAM SPECIFIC TERMS

1. UNITRENDS PARTNER PROGRAM; PROGRAM GUIDE. This Agreement allows Partner to participate in the Unitrends Partner Program. The Partner Program offers multiple tiers of membership. Benefits available vary by Partner Program tier as described in the Program Guide. The Program Guide is a material part of this Agreement, and Partner shall comply with the Program Guide at all times. Unitrends may change the Program Guide at any time in its sole discretion.

Unitrends will exercise commercially reasonable efforts to notify Partner via the Partner Program website at [www.unitrends.com/partners](http://www.unitrends.com/partners) (the "**Program Website**") after changes to the Program Guide are made. Changes to the Program Guide shall take effect 5 (five) business days after Unitrends first posts notice of such change.

2. **PARTNER PROGRAM TERMINATION.** Unitrends may discontinue the Partner Program upon thirty (30) days' notice to Partner, delivered via the Program Website or otherwise as permitted hereunder. Partner confirms that it has no expectation or belief that Unitrends shall continue the Partner Program or Partner's membership therein indefinitely. Following termination or expiration of this Agreement for any reason, Partner agrees to continue to provide support services to end users of the Products acquired from Partner for any in accordance with the Program Guide. Termination of this Agreement will not, by itself, result in the termination of any unresolved request for support made before termination. The terms of this Agreement will continue in effect solely for the purpose of such unresolved support requests until the requests are resolved or are otherwise closed.

### 3. TRADEMARKS AND LOGOS.

3.1 Unitrends may design, establish and register in such jurisdictions as it deems appropriate one or more logo, name(s), brand or other trademark or service mark ("**Program Logos**") to be used by Partner during the term of this Agreement and solely as authorized by Unitrends and in accordance with the Program Guide and Unitrends' trademark guidelines located within the Resource section of the Unitrends Partner Portal. Unitrends shall have the right to modify the Program Logos or prepare additional Program Logos from time to time in its sole and absolute discretion. Partner acknowledges Unitrends's right to review and approve prior to publication the form and content of advertising or promotional materials containing a Program Logo and to review Partner's use of the Program Logo at any time. Partner agrees to make modifications to its use of the Program Logo as Unitrends reasonably requests.

3.2 Partner acknowledges and agrees that Unitrends retains all right, title and interest in and to the Program Logos, and nothing herein is intended to grant any right in the Program Logos or the Partner Logo other than the right to use the same in accordance with the requirements set forth in this Agreement and the Program Guide. The license to use the Program Logo and the Partner Logo will terminate no later than termination or expiration of the Agreement. Notwithstanding any other termination provision, however, Unitrends reserves the right to take action against any use that does not conform to the requirements of this Agreement and/or the Program Guide; that infringes or otherwise violates Unitrends' intellectual property or other rights; or that violates other applicable law. In any and all such cases, Unitrends reserves the right to terminate Partner's right to use one or more of the Program Logos.

4.0 **PUBLICITY; MARKETING.** Subject to and expressly conditioned upon compliance with the terms and conditions of this Agreement, Partner grants Unitrends a worldwide, nonexclusive, nontransferable, royalty-free, personal license to copy, distribute and otherwise use the Partner's name, logo, trademarks and service marks, solely to identify Partner's participation in the Partner Program. Partner agrees to conduct any marketing activities required by the Program Guide and to participate in any other marketing activities mutually agreed to by the Parties during the term of this Agreement.

5.0 **PROGRAM CONTACT.** Partner is required to designate at least one point of contact at Partner to coordinate Partner's participation in the Partner Program (each, a "**Program Contact**"). Partner may add or remove any Program Contact in its discretion. By designating a Program Contact, Partner represents that such Program Contact is authorized to act as an agent of Partner, including but not limited to sending and receiving Program-related communications on behalf of Partner. Partner hereby consents, on behalf of it and any Program Contact, to the receipt of any Program- related communications via e-mail or other means deemed appropriate by Unitrends.

### 6.0 ORDER OF PRECEDENCE.

If there is any conflict between specific terms and conditions of this Agreement and the Program Guide, the terms and conditions of the Program Guide shall prevail.

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