



RESELLER AGREEMENT

THIS RESELLER AGREEMENT (“**Agreement**”) is effective as of the last date executed below (“**Effective Date**”) by and between Corelight, Inc. (“**Company**”) and _____ (“**Reseller**”).

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.

Product(s): Corelight hardware, software, subscriptions, and associated renewals and services
Territory:
Market: [USE THIS BOX IF RESTRICTED TO LIMITED MARKETS OR CUSTOMERS WITHIN THE TERRITORY]
Partner Level: [SEE CORELIGHT CHANNEL PARTNER PROGRAM GUIDE]
Special Terms:

Each of the undersigned, as a duly authorized representative of the indicated party, has executed this Agreement effective as of the Effective Date.

CORELIGHT, INC.

RESELLER:

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

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

Corelight Contact Information:

548 Market St., PMB 77799
San Francisco, CA 94104
888.547.9497
Attention: Legal Department
legal@corelight.com

Reseller Contact Information:

Address: _____

Phone: _____
Attention: _____
Email: _____



EXHIBIT A

RESELLER TERMS AND CONDITIONS

1. TERRITORY, PROSPECTS, AND PRODUCTS

- 1.1. Appointment; Territory.** 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**” specified herein 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 (“**End Users**”) 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 as defined below, and (ii) such Qualified Prospect agrees to Company’s then-current End User purchase agreement as of the date of an order (the “**Master Customer Agreement**”), 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**”). Reseller may also evaluate and educate itself on the Products, provided that such Products are provided to Reseller at Corelight’s sole discretion and under the terms and conditions of the Corelight Evaluation Agreement. Company’s current Master Customer Agreement and Evaluation Agreement are available at <https://corelight.com/legal/agreements>, both of which may be updated by Company in its sole discretion and without notice.
- 1.2. Sub-Resellers.** 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 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, 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.
- 1.3. Qualified Prospects.** Upon identifying a potential Qualified Prospect, Reseller shall notify Company of the potential Qualified Prospect by submitting a form located at <http://bit.ly/corelightpartnerportal> (“**Lead Form**”), which Lead Form may be updated without notice 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 as a Qualified Prospect. Return of a counter-signed and dated (“**Acceptance Date**”) Lead Form will constitute Company’s acceptance of a prospect as a Qualified Prospect. A “**Qualified Prospect**” shall mean an End User 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, 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. Reseller may resubmit the Lead Form as required.
- 1.4. Products.** 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 Program Guide at any time.
- 1.5. Software.** Any Products containing 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 is not sold, but rather is licensed solely on subscription basis for the End User’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. No other licenses express or implied are granted. Resellers and End Users are not entitled to receive any source code or source documentation relating to the Products. Reseller acknowledges that the Products contain automated reporting routines that may, depending on the configuration provided by Company, automatically identify and analyze certain aspects of use and performance of the Products 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 Products 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’s ability to access and/or use the Products upon the expiration or termination of the End User’s license, and Reseller and the End User shall not do anything to prevent Company’s ability to disable such Products or attempt to access or use the Products after such disabling without the express written permission of Company.

2. COVENANTS AND REPRESENTATIONS



- 2.1. Reseller Restrictions.** Reseller agrees not to (i) disassemble, decompile or otherwise reverse engineer the Products, or otherwise attempt to learn the source code, structure, algorithms or ideas underlying the Products, 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 Master Customer Agreement, (iv) copy, modify, or sub-license the Products, (v) remove any names, designations or notices from any Product or (vi) allow others to do any of the foregoing.
- 2.2. Reseller Product Obligations.** Reseller agrees 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.
- 2.3. Foreign Corrupt Practices.** Reseller represents and warrants that it (i) complies with all applicable anti-corruption laws, including without limitation the U.S. Foreign Corrupt Practices Act, the U.K. Bribery Act, and other local laws applicable in the Territory and any other jurisdiction where it performs services pursuant to this Agreement (collectively, “**Anti-Corruption Laws**”); (ii) has not and will not engage in any activity that would cause Company to violate any Anti-Corruption Laws; (iii) has not been charged, convicted or plead guilty to any offense involving fraud, corruption, or bribery in the Territory or any other country or jurisdiction; and (iv) has instructed its employees, agents and representatives concerning Anti-Corruption Laws. 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.
- 2.4. No Conflict.** Reseller warrants 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.
- 2.5. Distribution Records.** Reseller agrees 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.
- 2.6. Reseller Maintenance Services.** Reseller shall offer and make available to End Users 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 only to End Users that have entered into the Master Customer Agreement for the benefit of Company.

3. PAYMENT AND DELIVERY

- 3.1. Payment.** 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 to change such prices in its sole discretion at any time to change. New prices will apply to all shipments made after such change. 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 thirty (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 five (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.
- 3.2. U.S. Dollars.** All payments owed by Reseller will be made in U.S. Dollars, or other currency approved by Company. Company may charge interest on any past due amount at a rate equal to the lesser of one and one half percent (1½%) per month, or the highest rate permitted by applicable law. Company shall have the right to suspend delivery of Products during any period when payments are more than thirty (30) days past due.
- 3.3. Delivery.** 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. Company may make partial shipments of Reseller's orders, to be separately invoiced and paid when due. Delay or failure to deliver any installment of Products will not relieve Reseller of its obligation to accept the remaining deliveries, nor impose any liability on Company.

4. WARRANTIES AND INDEMNIFICATION

4.1. Warranty. Company warrants only to Reseller that the hardware portion of Products will be free from material defects for a period of twelve (12) months from the date of original shipment to Reseller or End User, 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, whichever comes first. Reseller will handle and be responsible for all warranty claims and returns from its direct and indirect customers. Support or services 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, in accordance with Company's RMA policy at the time and for which an RMA has been issued prior to the 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.

4.2. Warranty Disclaimers. EXCEPT AS EXPRESSLY PROVIDED HEREIN, NEITHER COMPANY NOR ITS SUPPLIERS, SERVICE PROVIDERS, DISTRIBUTORS, AND LICENSORS MAKE ANY WARRANTY OF ANY KIND REGARDING THE PRODUCTS AND DISCLAIMS ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, AND SPECIFICALLY DISCLAIM ALL IMPLIED WARRANTIES, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. COMPANY MAKES NO WARRANTY THAT THE PRODUCTS WILL OPERATE WITHOUT INTERRUPTION, BE SECURE OR ERROR FREE, BE FREE OF BUGS, OR ACHIEVE ANY INTENDED RESULT.

Any warranty herein 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. The warranties specified herein reflect Reseller's sole and exclusive remedy. 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.

4.3. Indemnification from Reseller to Company. Reseller will defend, indemnify and hold harmless Company from and against any and all liabilities, damages, settlements, claims, actions or expenses (including, without limitation, reasonable attorneys' fees and other reasonable expenses of litigation) resulting from (i) Reseller's breach of its confidentiality obligations herein, (ii) any misrepresentations, warranties or guarantees made by Reseller or Reseller's personnel concerning the Products in excess of those authorized by Company, (iii) a claim that the Products infringe or misappropriate third party intellectual property rights due to any modification to or combination of the Product with programs, equipment or hardware provided or recommended by Reseller where such infringement would not have occurred but for such modification or combination, (iv) negligent acts or omissions by Reseller or Reseller's personnel. Company will provide Reseller with prompt written notice of the claim, permit Reseller to control the defense or settlement of any such claim, and provide reasonable assistance as requested by and at the expense of Reseller. Company shall not be responsible to Reseller and/or any third party or bound by any settlement made by Reseller without Company's prior written consent.

4.4. Indemnification from Company to End User. The indemnification provisions applicable to an End User's purchase of Company products and services are set forth in Company's then-current Master Customer Agreement at the time of the order. Reseller shall not pass on any indemnification obligations to Company pursuant to its agreement, if any, with an End User. Indemnity obligations set forth in any such agreement with an End User shall be solely between Reseller and End User.

5. LIMITATION OF LIABILITY. EXCEPT FOR BREACH OF CONFIDENTIAL INFORMATION, BODILY INJURY, AND RESELLER'S INDEMNIFICATION OBLIGATIONS, NEITHER PARTY SHALL 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. 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 THE THEN-CURRENT MASTER CUSTOMER AGREEMENT OR EVALUATION AGREEMENT, AS APPLICABLE, OR AN AGREEMENT WITH TERMS NO LESS PROTECTIVE.



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 Master Customer Agreement 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

7.1 **Term.** Unless terminated earlier as provided herein, this Agreement shall have a term of twelve (12) months and shall automatically renew for twelve (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.

7.2 **Termination for Cause.** 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 thirty (30) days, ten (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 ninety (90) days, (iii) if Reseller is unable or unwilling, in Company's reasonable judgement, to fully comply with the obligations herein, or (iv) if Reseller makes any assignment in violation of this Agreement.

7.3 **Termination without Cause.** Either party may terminate this Agreement at any time with or without cause upon ninety (90) days' written notice.

7.4 **Change of Control and Performance.** 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.

7.5 **Effect of Termination.** 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, regardless of whether or not such party is aware of any such damage, loss, or expenses. Further, neither party shall be responsible 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. Termination is not the sole remedy under this Agreement and, whether or not termination is effected, all other remedies will remain available.

8. **TRADEMARKS.** Subject to the terms and conditions of this Agreement, Company grants Reseller a nonexclusive, nontransferable, non-assignable license to use Company's then-current names, marks, logos, and other identifiers for the Products ("**Trademarks**") in the Territory in connection with the promotion and distribution of the Products and/or Services, and for no other purpose. Reseller acknowledges that Company is the exclusive owner of the Trademarks, and Reseller shall not assert any claim of ownership to the Trademarks. Reseller will use Company's 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. All usage of the Trademarks shall be in accordance with Company guidelines, as may be revised by Company from time to time in its discretion. Reseller shall submit any proposed use of the Trademarks for Company's review and approval prior to such usage being made public. Company shall have the right in its sole discretion to modify or alter the way in which the Trademarks appear. Reseller acknowledges that any breach of this Section will result in immediate and irreparable harm to Company and will entitle Company to injunctive or other equitable relief. If Reseller obtains any trademark registration in violation of this Section, Reseller hereby irrevocably assigns all worldwide rights, title, and interest therein to Company.

9. PROPRIETARY RIGHTS



- 9.1. Ownership.** Reseller acknowledges that (a) Company is the owner of all rights, title and interest in and to the Products, including, without limitation, all trademarks, copyrights, patent rights, and all other proprietary rights therein and thereto; (b) the Products are confidential in nature and not in the public domain; and (c) except as expressly set forth in this Agreement, Company does not grant any rights to or ownership of the Products to Reseller. Reseller further acknowledges that Company retains all right, title and interest in all improvements, enhancements, modifications, and derivative works of the Products including, without limitation, all rights to patents, copyrights, trade secrets and trademarks therein and thereto. Reseller agrees not to challenge, directly or indirectly, the right, title and interest of Company in and to the Products, nor the validity or enforceability of Company's rights as set out herein. Reseller agrees not to directly or indirectly register, apply for registration, or attempt to acquire any legal protection for any of the Products or any proprietary rights therein or to take any other action which may adversely affect Company's right, title, or interest in or to the Products in any jurisdiction. Reseller agrees that any attempt to do so will entitle Company to terminate this Agreement.
- 9.2. Unauthorized Access.** Reseller agrees to take all reasonable steps to ensure that only persons authorized by Reseller will have access to any of the Products and that, in all events, all authorized persons having access to the Products will refrain from any use, disclosure, duplication or reproduction of the Products, or disclosure of any attributes of the Products, not expressly authorized herein. Reseller agrees to notify Company immediately and in writing of all circumstances surrounding the unauthorized possession or use of the Products by any person or entity. Reseller agrees to cooperate fully with Company in any litigation relating to or arising from such unauthorized possession or use.
- 9.3. Feedback.** Reseller will promptly communicate to Company any ideas, 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.
- 9.4. U.S. Government.** 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.

10. CONFIDENTIAL INFORMATION

- 10.1. Confidential Information.** "Confidential Information" means the confidential and proprietary information of a party, including, without limitation, diagnostics, know-how, trade secrets, product plans, documentation, customer data, code, software, firmware, all Product information, marketing information, including, but not limited to, financial and technical data, including the existence and terms of this Agreement. Each party acknowledges that during the course of performing its obligations under this Agreement, it will, as receiving party (the "Receiving Party") have access to Confidential Information of the other party (the "Disclosing Party").
- 10.2. Exceptions.** Confidential Information does not include information that is (i) rightfully in the Receiving Party's possession without an obligation of confidentiality prior to receipt from the Disclosing Party, (ii) a matter of public knowledge through no fault of the Receiving Party, (iii) rightfully furnished to the Receiving Party by a third party without restriction on disclosure or use; or (iv) independently developed by the Receiving Party without use of or reference to the Disclosing Party's Confidential Information. Due to the proprietary nature of the Confidential Information, a breach of the obligations under this Section may cause irreparable harm to the Disclosing Party for which a remedy at law may be inadequate, in which case the Disclosing Party will be entitled to seek immediate injunctive relief in addition to any other available remedies.
- 10.3. Disclosure and Use.** The Receiving Party agrees to use such Confidential Information only in the performance of this Agreement. The Receiving Party will protect the Confidential Information of the Disclosing Party with at least the degree of care with which it protects its own Confidential Information, but in no case with less than a reasonable degree of care. The Receiving Party is prohibited from disclosing Confidential Information to any third party, other than the Receiving Party's employees who have a need to know such information, without the Disclosing Party's prior written consent, and only if such party is bound by a duty of confidentiality at least as restrictive as that required by this Section. The Receiving Party may disclose Confidential Information pursuant to a valid order of a court or authorized government agency provided that the Receiving Party has given the Disclosing Party prompt notice to allow the Disclosing Party an opportunity to defend, limit or protect such disclosure.
- 10.4. Return of Information.** At any time upon the request of the Disclosing Party or upon termination of the Agreement, the Receiving Party shall promptly return or destroy the Confidential Information. The Receiving Party shall not retain any copies of the Confidential Information and shall provide a written certification of destruction to the Disclosing Party, upon the Disclosing Party's request, that all Confidential Information has been returned or destroyed.

11. MISCELLANEOUS



- 11.1 Notices.** Except as otherwise specified in this Agreement, all notices related to this Agreement will be in writing and will be effective upon (a) personal delivery, (b) the second business day after mailing, or (c), except for notices of termination or an indemnifiable claim (“**Legal Notices**”), which shall clearly be identifiable as Legal Notices, the day of sending by email.
- 11.2 Assignment.** 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.
- 11.3 Waiver.** 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.
- 11.4 Entire Agreement.** 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.
- 11.5 Severability.** 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.
- 11.6 Governing Law and Venue.** The Agreement shall be governed by and construed in accordance with the laws of the State of California, excluding its conflicts of law rules, and the parties consent to exclusive jurisdiction and venue in the state and federal courts located in San Francisco, California, without regard to the United Nations Convention on the International Sale of Goods. In any action or proceeding to enforce rights under this Agreement, the prevailing party will be entitled to recover reasonable costs and attorneys’ fees. Reseller acknowledges that the breach of any confidentiality or other restrictive provision of the Agreement would cause irreparable harm and significant injury to Company that would not be able to be fully compensated by monetary damages. 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. Reseller will indemnify Company for all damages, losses, settlements, attorney fees, cost and other expenses resulting from such a breach or allegation thereof.
- 11.7 Headings.** The headings of this Agreement are intended solely for convenience of reference and shall be given no effect in the interpretation or construction of this Agreement.
- 11.8 Updates.** Corelight may update the terms of the Agreement from time to time. The terms of the updated Agreement will apply only after Corelight posts the updated Agreement to a publicly available URL.
- 11.9 Survival.** For the avoidance of doubt, any provision of the Agreement that contemplates or governs performance or observance subsequent to its termination or expiration will survive the expiration or termination of this Agreement for any reason.

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