

BUURST, INC.
Reseller Agreement
Updated Feb 28, 2023

This Agreement is between Buurst, Inc., a Delaware corporation ("Company"), and the reseller identified on the signature page hereto ("Reseller") and establishes the terms and conditions for Reseller's purchase for resale of the Company's products.

1. Reseller Qualification; Appointment

- 1.1 In order to ensure adequate technical and marketing support to end users, eligibility to resell the Company's products is subject to meeting authorization requirements of the Company. Reseller will not sell the Company's products without arranging for adequate post-sales support. Reseller will not sell the Company's products to any person outside of the Territory (as defined below) or for use by any person outside of the Territory. Reseller shall not export directly or indirectly any Company product or software outside the Territory.
- 1.2 Company hereby authorizes and appoints Reseller and Reseller accepts the appointment, as a non-exclusive reseller to purchase products from Company and to market, sell, or incorporate for resale Company products to end users in the territory(ies) identified on the signature page hereto (the "Territory"). The Company grants Reseller a non-exclusive, nontransferable license to distribute the Company's products directly to end users in the Territory during the term of the Agreement.

2. Relationships; Responsibilities

- 2.1. Reseller is an independent contractor engaged in purchasing the Company's products for resale to its customers. Reseller is not an agent or legal representative of the Company for any purpose, and has no authority to act for, bind or commit the Company.
- 2.2. Reseller has no authority to make any commitment on behalf of the Company with respect to quantities, delivery, modifications, interfacing capability, suitability of software or suitability in specific applications. Reseller has no authority to modify the warranty offered with the Company's products. Reseller will indemnify the Company from liability for any modified warranty or other commitment by Reseller not specifically authorized by the Company.
- 2.3. Reseller will not represent itself in any way that implies Reseller is an agent or branch of the Company. Reseller will immediately change or discontinue any representation or business practice found to be misleading or deceptive by the Company immediately upon notice from the Company.
- 2.4. Reseller agrees, as between Reseller and the Company, that Reseller is solely responsible for communications with and performance of services to the Reseller's customers and customers' compliance or performance of any terms and conditions applicable to the customers and the Company's products.
- 2.5. Reseller acknowledges that the Company shall make no claim on Reseller's behalf as to the quality of the products, software or services Reseller offers.
- 2.6. Reseller agrees to comply with any license provisions, terms of use, terms of sale, or other contractual requirements applicable to its receipt of the Company's products, licenses, and accompanying authorized media (if any) for marketing and resale. In addition, Reseller agrees to comply with all terms of this Agreement, including the end user license agreements ("EULAs") for the Company's products, as may be amended and updated from time to time, to the extent applicable. Notwithstanding anything to the contrary contained herein, Reseller agrees that the distribution of those Company products consisting of software shall be by license only, and shall not include any right of sale, resale, ownership, or any related right. Distribution of physical or tangible products shall be by resale, including the right of ownership. Distribution of any media (if any) containing the Company's software shall not include any right of sale, resale, or ownership of the Company's software contained thereon. Under no circumstances may Reseller or end users acquire any ownership rights in the Company software.
- 2.7. Reseller agrees: (i) not to create or attempt to create by reverse engineering, disassembly, decompilation, or otherwise, the source code, internal structure, file formats or other organization of the Company's products or software, or any part thereof, from any object code or information that may be made available to it, or aid, abet or permit others to do so; (ii) not to remove any Company product or software identification or notices of any proprietary or copyright restrictions from the Company product, software or any support material; (iii) except for authorized archival or back-up copies for its own use, not to copy the Company product or software, develop any derivative works thereof or include any portion of the Company product or software in any other software program; (iv) other than as contemplated in this Agreement and the EULAs, not to provide use of the Company product or software in a computer time-sharing, online service, software-as-a-service, application service provider, online hosting or other similar business, rental or commercial timesharing arrangement; and (v) to distribute, transfer, install and implement all Company product and software to properly licensed end user customers only and to authorized and pre-approved intermediaries (sub-resellers) that intend to transfer the Company product and software to third parties and end users.
- 2.8. Reseller agrees:
- 2.8.a. To conduct business and provide services in a manner which reflects favorably at all times on the products, services, goodwill and reputation of the Company;
 - 2.8.b. To conduct business and provide services in full compliance with all applicable laws and regulations;
 - 2.8.c. To conduct business and provide services in full compliance with all agreements Reseller may have with the Company;
 - 2.8.d. Not engage in deceptive, misleading or unethical practices;
 - 2.8.e. Not to make any statements, representations, warranties, or guarantees that are inconsistent with this Agreement or the policies established by the Company;
 - 2.8.f. To provide support and services of the highest quality and integrity, which requires Reseller to receive certification from the Company's specialized technical support personnel as further contemplated in Schedule III (Level 1 Support);

2.8.g. To use best efforts to resolve any complaints or disputes with end users regarding Reseller's services in a fair and timely manner;

2.8.h. Not to use or display any materials or content on Reseller's web site(s) in a manner that is defamatory, misleading, libelous, obscene or otherwise potentially damaging to the reputation of the Company or the goodwill associated with the Company; and

2.8.i. To comply with the provisions of Schedule II (Additional Terms and Conditions) and Schedule III (Level 1 Support) attached hereto, which are incorporated herein by reference.

2.9. The Company shall have the right to inspect Reseller's provision of support and services under this Agreement, Reseller's business premises, Reseller's terms and conditions with its customers, and all marketing/promotional-related material in order to ensure Reseller's full compliance with the terms and conditions of this Agreement. Reseller shall cooperate fully and shall provide the Company immediate access to all requested materials and to Reseller's business premises in order to allow the Company to exercise its right to inspect.

2.10. Reseller hereby authorizes the Company and third parties authorized by the Company to disclose and/or publish information regarding Reseller's name, address and other contact information, expertise profile, and business profile in printed and/or electronic forms in any medium.

2.11. Reseller agrees to provide the Company the names, addresses and phone numbers of its customers for the Company's products as well as all feedbacks from its clients regarding the Company's products.

2.12. In collecting, processing, recording, storing, registering, disclosing, transferring and using (collectively, "Using") data (including Personal Data) and in maintaining records, each party shall comply fully with any applicable privacy protection regulations, data protection regulations and other applicable laws, and shall only do so, directly or indirectly, if required to perform its obligations under the Agreement, and in accordance with applicable U.S., federal and state and international privacy and data protection laws, rules and regulations. Each Party acknowledges and agrees that, as between Reseller and the Company, Personal Data that either Party collects, processes, records, stores, transfers or receives from or on behalf of the other Party, or directly from end users, resellers or other persons in relation to the Company or its products or services ("Customer Personal Data"), shall be considered Confidential Information. Each Party shall comply with any information security requirements promulgated by the Company, and will cause its personnel, consultants, service providers, dealers and agents to comply with the provisions of this Section 2.12. Nothing in this Section 2.12 shall in any way be interpreted to limit or diminish any other obligation Reseller may have elsewhere under the Agreement.

3. Term, Limitations, Termination, Pricing and Payment

3.1. The term of this Agreement is twelve (12) months from the date of acceptance by Reseller and the Company. This Agreement shall automatically renew on each subsequent year for a one-year term, unless it is terminated earlier in accordance with this Agreement.

3.2. The Company or Reseller may terminate this Agreement without cause at any time upon thirty (30) days written notice or with cause at any time upon fifteen (15) days prior written notice in order to cure the breach, except that neither the expiration nor earlier termination of this Agreement shall release either party from any obligation which has accrued as of the date of termination.

3.3. The Company may, from time to time, give Reseller written notice of amendments to this Agreement and any documentation or material related thereto. Any such amendment will automatically become a part of this Agreement thirty (30) days from the date of the notice, unless otherwise specified in the notice.

3.4. Upon expiration, non-renewal or termination of this Agreement, all interests in accrued marketing funds (if any) will automatically lapse.

4. Upon expiration or termination of this Agreement, regardless of the reason therefor: (i) all privileges and benefits of Reseller under this Agreement will be immediately revoked; (ii) Reseller shall immediately cease use of all the Company's trademarks, tradenames, copyrights and all Company material (the "Company Images"); (iii) Reseller shall promptly return to the Company all Company confidential information or certify in writing that it has destroyed such information; (iv) all rights and licenses granted under this Agreement will immediately and automatically terminate; and (v) Reseller will immediately discontinue representing that Reseller is a reseller of the Company's product or software.

4.1. All prices for the Company's products provided by the Company to Reseller are in U.S. dollars. The Company has the right to revise the prices for the products to Reseller upon thirty (30) days written notice. Initial prices of products are set forth in Schedule I attached hereto. Such revisions shall apply to orders received by the Company on or after the effective date of the revision.

4.2. Reseller may set the prices for the Company's products for resale.

4.3. Reseller shall be responsible for paying all taxes of any nature which become due with regard to the Company's products it purchases and/or resells, except for taxes on the Company's income, irrespective of which party may be responsible for reporting or collecting such taxes.

4.4. Payments are due upon presentation of invoice or statement to Reseller. If due to bank charges, transfer fees, wire fees, or the like, the Company should receive less than its invoice amount, the Company will re-invoice Reseller for the shortfall. Alternatively, the Company may include such charges and/or fees in such invoice for payment by Reseller. If Reseller is located outside of the United States, then Reseller shall pay all invoices by wire transfer to an account to be designated by the Company in writing. Should payment in full of any invoice (aside from such shortfalls) not be received by the Company within thirty (30) days after presentation, the Company will impose a debt service charge amounting to one percent (1%) of the overdue balance for each month or fraction thereof the overdue amount remains unpaid. In the event that any amount remains unpaid thirty (30) days after presentation of invoice, the Company may discontinue, withhold, or suspend supply, access or use of the Company's products to Reseller and Reseller's customers.

4.5. Failure of Reseller's customer to pay in no way relieves the Reseller's obligations to make full payment.

4.6. Reseller hereby agrees to pay any and all reasonable attorney fees, court costs, and related expenses incurred by the Company in the collection of any amount due to it.

4.7. Any terms and conditions that by their nature or otherwise reasonably should survive a cancellation or termination of this Agreement shall also be deemed to survive.

5. Advertising and Marketing

5.1. The Company may invite Reseller from time to time to participate in any co-operative advertising, market development and promotional programs offered by the Company, if any. Reseller may, at its option, participate in such programs during the term of this Agreement. The Company reserves the right to terminate or modify such programs at any time at its sole discretion.

5.2. Reseller shall exert best efforts to market the Company's products, and is able to use promotional materials supplied by the Company. Reseller will not use or produce any marketing or promotional materials related to the Company's products that are not supplied or approved by the Company without first receiving written approval from the Company.

5.3. Reseller shall have sufficient technical knowledge of the Company's products in general.

5.4. The Company does not represent that it will continue to manufacture any particular item or model of product indefinitely or even for any specific period. The Company specifically reserves the right to modify any of the specifications or characteristics of its products, to remove any product from the market, and/or to cease manufacturing or supporting it.

5.5. Reseller is expected and encouraged to advertise and promote the sales of the Company's products through all appropriate media including trade show exhibits, catalogs and direct mailings, space advertising, educational meetings, sales aids, etc. The Company must approve all original materials that use the Company's name or any of its trademarks (aside from modifying existing Company supplied template materials). Additionally, in no event will any advertising, marketing or promotional materials produced by or for the Reseller by a third party include any reference to a specific competitor of the Company's products or the identity of such competitor. If Reseller desires to produce or have produced any materials that references a product or service that is competitive with the Company's products or services, Reseller shall do so on a "no-names, generic" basis and additionally shall not include any indication, statement or mark that would lead the reader to be able to recognize such competitor.

6. Indemnification; Limitation of Liability

6.1. Reseller shall indemnify and hold harmless the Company, including its affiliates, subsidiaries, employees, officers, directors and licensors, for all claims, damages, liability, costs and expenses (including reasonable attorneys fees) whatsoever that may arise, either directly or indirectly, from: (i) warranties made by Reseller regarding the Company's products that were not authorized in writing by the Company, (ii) the improper integration of the Company's products by Reseller into the computer systems of end users, (iii) the performance of, or infringement by, software, equipment, or materials not supplied by the Company, (iv) Reseller's or its affiliates or any of its officers, directors, managers, agents, representatives, stockholders, members performance or failure to perform its obligations under this Agreement, or (v) Reseller's breach of any of its representations or warranties under this Agreement.

6.2. TO THE FULLEST EXTENT ALLOWED BY LAW, THE COMPANY SHALL NOT BE LIABLE UNDER ANY CIRCUMSTANCE FOR ANY SPECIAL, CONSEQUENTIAL, INCIDENTAL OR EXEMPLARY DAMAGES ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS AGREEMENT OR THE PRODUCTS OR SOFTWARE, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOST PROFITS, LOSS OF USE, LOST DATA OR ANY DAMAGES OR SUMS PAID BY RESELLER TO THIRD PARTIES, EVEN IF THE COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING LIMITATION OF LIABILITY SHALL APPLY WHETHER SUCH CLAIM IS BASED UPON BREACH OF CONTRACT, WARRANTY OR ANY STATUTORY DUTY, NEGLIGENCE OR OTHER TORT, PRINCIPLES OF INDEMNITY OR CONTRIBUTION, THE FAILURE OF ANY LIMITED OR EXCLUSIVE REMEDY TO ACHIEVE ITS ESSENTIAL PURPOSE, OR OTHERWISE. SINCE SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF CONSEQUENTIAL DAMAGES, THIS LIMITATION MAY NOT APPLY TO RESELLER. THE COMPANY'S TOTAL LIABILITY FOR ALL DAMAGES, ALLEGED DAMAGES, AND LOSSES HEREUNDER, (WHETHER BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE) SHALL NOT EXCEED THE LESSER OF AMOUNTS RECEIVED BY THE COMPANY UNDER THIS AGREEMENT OR FIVE THOUSAND (\$5,000) DOLLARS.

7. Use of the Company's Trademarks

7.1. Reseller acknowledges the following:

7.1.a. The Company owns all right, title and interest in the Company's names and logotypes.

7.1.b. The Company is the owner of certain other trademarks and tradenames used in connection with certain product lines and software.

7.1.c. Reseller will acquire no interest in any such trademarks or tradenames by virtue of this Agreement, its activities under it, or any relationship with the Company.

7.2. During the term of this Agreement, Reseller may indicate to the trade and to the public that it is an authorized reseller of the Company's products. Reseller may also use the Company's trademarks and trade names to promote and solicit sales or licensing of the Company's products only and in strict accordance with the Company's guidelines. Reseller will not adopt or use such trademarks or tradenames, or any confusingly word or symbol, as part of its company name or allow such marks or names to be used by others.

7.3. At the expiration or termination of this Agreement, Reseller shall immediately discontinue any use of the Company's names or trademarks or any other combination of words, designs, trademarks or tradenames that would indicate that it is or was a reseller of the Company's products.

8. Product Warranty

8.1. The warranty terms and conditions, if any, will be as specified in the applicable EULA.

8.2. **Disclaimer:** Except as expressly stated in Section 8.1, the Company makes no representations or warranties of any kind with respect to any Company products or software and the products and software are provided to Reseller "as is." EXCEPT AS PROVIDED IN THE PRODUCT END USER LICENSE AGREEMENT(S), THE COMPANY HEREBY DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, AS TO THE PRODUCTS, SOFTWARE OR SERVICES PROVIDED BY THE COMPANY, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF NON-INFRINGEMENT, MERCHANTABILITY, SUITABILITY, OR FITNESS FOR A PARTICULAR PURPOSE. EXCEPT AS PROVIDED IN THE PRODUCT END USER LICENSE AGREEMENT(S), THE COMPANY SHALL NOT BE LIABLE FOR ANY DAMAGE, LOSS, COST OR EXPENSE FOR BREACH OF ANY WARRANTY. TO THE EXTENT THAT ANY IMPLIED WARRANTIES CANNOT BE EXCLUDED OR DISCLAIMED, SUCH IMPLIED CONDITION, REPRESENTATION AND/OR WARRANTY IS LIMITED IN DURATION TO THE MINIMUM AMOUNT PERMITTED BY APPLICABLE LAW. BECAUSE SOME STATES OR JURISDICTIONS DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, THE ABOVE LIMITATION MAY NOT APPLY IN SUCH STATES. THIS WARRANTY GIVES RESELLER SPECIFIC LEGAL RIGHTS, AND RESELLER MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM JURISDICTION TO JURISDICTION. The right to return defective products or software, if provided under the applicable EULA, shall constitute the Company's sole liability and Reseller's exclusive remedy in connection with any claim of any kind relating to the quality, condition or performance of any Company product or software, whether such claim is based upon breach of contract, warranty or any statutory duty, negligence or other tort, principles of indemnity or contribution, the failure of any limited or exclusive remedy to achieve its essential purpose, or otherwise.

9. Software License to Customers

9.1. Notwithstanding the provisions of the EULAs to the contrary, Reseller shall be permitted to sublicense the Company's products to Reseller's customers to the same extent as Reseller is permitted to use and operate such products under the EULAs. Reseller acknowledges and agrees that the terms of the EULA shall apply to and be enforceable by Reseller only, and the Company shall not have any liability or obligation to the Reseller's customers. Reseller shall pass on to its customers the terms, provisions and obligations applicable to Reseller under the EULA, and Reseller shall ensure that the terms and conditions of the EULAs shall be incorporated into its agreement with its customers. Notwithstanding the foregoing and for purposes of clarity, none of Reseller's customers shall have any rights or claims against the Company, it being the specific intent of the parties that the Reseller shall bear the responsibility for its customers rights, claims, liabilities and obligations pursuant to its agreement with its customers.

10. Proprietary Information

10.1. The Company and Reseller shall each exercise due diligence to maintain in confidence and not disclose to any third party any proprietary information furnished by the other to it on a confidential basis and identified as such when furnished. Except in accordance with this Agreement, neither party shall use such information without permission of the party that furnished it. As used in this paragraph, "due diligence" means the same precaution and standard of care which that party uses to safeguard its own proprietary data, but in no event less than reasonable care. The provisions of this Section shall survive for five (5) years beyond the expiration, non-renewal or termination of this Agreement.

10.2. This Agreement does not grant any license under any patents or other intellectual property rights owned or controlled by or licensed to the Company.

11. Import/Export Controls

11.1. Regardless of any disclosure made by Reseller to the Company or distributor of an ultimate destination of the Company products or software, Reseller shall not export, either directly or indirectly, any documentation, Company products or software, or system incorporating such Company products or software.

11.2. The parties will comply with all applicable U.S. and non-U.S. import and export control laws and regulations, including, but not limited to the U.S. International Traffic in Arms Regulations and Export Administrations Regulations, and will: (x) not transfer, directly or indirectly, any product, technical data, or software or the direct product of that technical data or software, to any country, until any government-required export license or approval is obtained; and (y) provide assistance or information to the other party as necessary to obtain government-required export/import licenses or approvals. Reseller will obtain at its own risk and cost all required export or import licenses, documentation, and authorizations and carry out all related export or import formalities and procedures applicable to Reseller's operations and use of the Company's products. If requested by the Company, Reseller will provide written assurances that the products will not be used for any restricted end-uses as defined by U.S. and other applicable laws from time to time and will provide to the Company copies of all applicable export and import licenses obtained pursuant to the foregoing upon request.

11.3. Without limiting the foregoing, Reseller agrees that (1) neither Reseller nor any of its affiliates nor any of its or their officers, directors, shareholders, members, or managers (collectively, the "Reseller Parties") is, and are not acting on behalf of, any person who is a citizen, national, or resident of, or who is controlled by the government of, Cuba, Iran, North Korea, Sudan, or Syria, or any other country to which the United States has prohibited export transactions; (2) the Reseller Parties are not, and are not acting on behalf of, any person or entity listed on the U.S. Treasury Department list of Specially Designated Nationals and Blocked Persons, or the U.S. Commerce Department Denied Persons List or Entity List; and (3) the Reseller Parties will not use the Company's products for, and will not permit the Company's products to be used for, any purposes prohibited by law, including, without limitation, for any prohibited development, design, manufacture or production of missiles or nuclear, chemical or biological weapons. U.S. Export Control Classification Numbers (ECCN's) may be found at <https://www.bis.doc.gov/index.php/licensing/commerce-control-list-classification/export-control-classification-number-eccn>.

11.4. As between the Company and Reseller, Reseller shall confirm and verify that (i) Reseller's customers are, and are not acting on behalf of, any person who is a citizen, national, or resident of, or who is controlled by the government of, Cuba, Iran, North Korea, Sudan, or Syria, or any other country to which the United States has prohibited export transactions; (2) such customers are not, and are not acting on behalf of, any person or entity listed on the U.S. Treasury Department list of Specially Designated Nationals and Blocked Persons, or the U.S. Commerce Department Denied Persons List or Entity List; and (3) such customers will not use the Company's products for, and will not permit the Company's products to be used for, any purposes prohibited by law, including, without limitation, for any prohibited development, design, manufacture or production of missiles or nuclear, chemical or biological weapons. U.S. Export Control Classification Numbers (ECCN's) may be found at <https://www.bis.doc.gov/index.php/licensing/commerce-control-list-classification/export-control-classification-number-eccn>.

12. Compliance with Laws

12.1. Reseller agrees, represents, and warrants that it and its agents, subcontractors, and employees shall comply with all applicable federal, state, county, and local laws, ordinances, regulations and codes in the performance of the Agreement, including the procurement of permits and certificates and the submission of reports and filings. Reseller also agrees to indemnify and hold harmless the Company from and against all claims that may be sustained by the Company from Reseller's failure to comply with such laws, ordinances, and the like.

12.2. Reseller agrees and certifies that it will comply with all laws, regulations, rules, and other requirements applicable to transaction(s) with any government(s) occurring pursuant to the Agreement and all related matters ("Government Transaction(s)"). Reseller shall defend, indemnify and hold harmless the Company, its subsidiaries, their directors, officers, employees and agents from and against all actions, causes of action, liabilities, claims, suits, judgments, liens, awards and damages, of any kind and nature whatsoever, arising from or related to Reseller's failure to comply with its obligations under this Section 12.2 and for any expenses, costs of litigation and reasonable attorney's fees related thereto or incident to establishing the right of indemnification.

12.3. Reseller shall comply with all applicable laws or regulations in all countries in which Reseller conducts business including but not limited to prohibitions on providing anything of value to any government employee or other person to corruptly influence any decision or determination. The fact that in some countries certain laws prohibiting particular conduct are not enforced in practice, or that violation is not subject to public criticism or censure, will not excuse noncompliance with those laws. Furthermore, Reseller has knowledge and understanding of the Foreign Corrupt Practices Act of the United States of America ("FCPA"). Reseller shall comply with the FCPA, and Reseller agrees to provide certifications of FCPA compliance to the Company on an annual basis.

12.4. Reseller represents and warrants to the Company that none of the Reseller Parties is, or shall not be during the term of this Agreement, in violation of any applicable laws, regulations, orders, sanctions or similar actions relating to terrorism, bribery, money laundering, embargo or restrictive trade practice (collectively, the "Anti-Terrorism Laws"), including without limitation Executive Order No. 13224 on Terrorist Financing, effective September 24, 2001 and relating to Blocking Property and Prohibiting Transactions With Persons Who Commit, Threaten to Commit, or Support Terrorism (the "Executive Order") and/or the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 (Public Law 107-56) (the "USA Patriot Act"). Further, Reseller represents and warrants that none of the Reseller Parties is or during the term of this Agreement shall be a "Prohibited Person," which is defined as follows: (i) a person or entity that is listed in the Annex to, or is otherwise subject to, the provisions of the Executive Order; (ii) a person or entity owned or controlled by, or acting for or on behalf of, any person or entity that is listed in the Annex to, or is otherwise subject to the provisions of, the Executive Order; (iii) a person or entity with whom the Company is prohibited from dealing with or otherwise engaging in any transaction by any Anti-Terrorism Law, including without limitation the Executive Order and the USA Patriot Act; (iv) a person or entity who commits, threatens or conspires to commit or support "terrorism" as defined in Section 3(d) of the Executive Order; (v) a person or entity that is named as a "specially designated national and blocked person" on the then-most current list published by the U.S. Treasury Department Office of Foreign Assets Control at its official website, <http://www.treas.gov/offices/eotffc/ofac/sdn/t11sdn.pdf>, or at any replacement website or other replacement official publication of such list; and (vi) a person or entity who is affiliated with a person or entity listed in items (i) through (v), above. Reseller shall notify the Company immediately in writing upon the occurrence of any event that would render the foregoing representations and warranties inaccurate.

12.5. Reseller shall use commercially reasonable efforts to confirm and verify that none of its customers or any end user who purchases the Company's products from Reseller is a Prohibited Person. Reseller shall notify the Company immediately in writing upon receiving knowledge that any of its customers or such end users is or becomes a Prohibited Person.

13. Government Contract Conditions

In the event that Reseller elects to sell the Company's products, software or services to the U.S. Government, Reseller does so solely at its own option and risk, and agrees not to obligate the Company as a subcontractor or otherwise to the U.S. Government. Reseller remains solely and exclusively responsible for compliance with all statutes and regulations governing sales to the U.S. Government. The Company makes no representations, certifications or warranties whatsoever with respect to the ability of its goods, services or prices to satisfy any such statutes and regulations.

14. Miscellaneous

14.1. Notices under this Agreement must be sent by telegram, telecopy or registered or certified mail to the appropriate party at its address stated on the first page of this Agreement (or to a new address if the other has been properly notified of the change). A notice will not be effective until the addressee actually receives it.

14.2. The provisions of this Agreement which, by their terms, require or contemplate performance by the parties after expiration or termination, or which reasonably ought to be understood to so require or contemplate, shall be enforceable notwithstanding any expiration or termination.

14.3. This Agreement and its schedules represent the entire agreement between the parties regarding this subject. To the extent there is a conflict between this Agreement and such other documents and schedules, the terms of this Agreement shall prevail.

14.4. This Agreement supersedes all previous oral or written communications between the parties regarding the subject, and it may not be modified or waived except in writing and signed by an officer or other authorized representative of each party. No waiver of any condition or covenant contained in this Agreement or failure to exercise a right or remedy of the Company or Reseller shall imply or constitute a waiver by the waiving party of the same or any other condition, covenant, right or remedy contained herein.

14.5. Neither party will be liable to the other for any delay or failure to perform if that delay or failure results from a cause beyond its reasonable control.

14.6. If any provision is held invalid, all other provisions shall remain valid, unless such invalidity would frustrate the purpose of this Agreement.

14.7. The formation, existence, construction, performance, validity and all aspects whatsoever of this Agreement or of any term of this Agreement will be interpreted and construed in accordance with the laws of the State of Texas without regard to conflicts of laws provisions thereof, and excluding the United Nations Convention on the International Sale of Goods. The courts of the State of Texas will have exclusive jurisdiction to settle any dispute which may arise out of, under, or in connection with this Agreement. The Company and Reseller agree to submit to the jurisdiction of, and agree that venue is proper in, these courts in any such action or proceeding. Any waivers or amendments will be effective only if made in writing. The prevailing party in any action to enforce this Agreement will be entitled to recover its attorney's fees and costs in connection with such action. All resolution of disputes shall be conducted in English, and English shall be the language of choice in all documentation, negotiations and resolutions of this Agreement.

14.8. The provisions of this Agreement which, by their terms, require or contemplate performance by the parties after expiration or termination, or which reasonably ought to be understood to so require or contemplate, shall be enforceable notwithstanding any expiration or termination.

14.9. Reseller may not sell, transfer or assign this Agreement, in whole or in part, or any of the rights hereunder, unless Reseller obtains the prior written consent of the Company.

14.10. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. A copy of this Agreement signed by a party and delivered by facsimile, other electronic transmission, by electronic mail in portable document format (".pdf") form, or by any other electronic means (including pdf or any electronic signature complying with the U.S. federal E-SIGN Act of 2000, e.g., www.docuSign.com) intended to preserve the original graphic and pictorial appearance of a document to the other party shall have the same effect as the delivery of an original of this Agreement containing the original signature of such first-mentioned party.

IN Witness whereof, the Parties have executed this Agreement as of the dates set forth below.

Buurst, Inc.:

Reseller

Signed: _____

Company: _____

Print Name: _____

Signed: _____

Title: _____

Print Name: _____

Date: _____

Title: _____

Date: _____

Address for Notice Purposes:

Territory(ies):

**SCHEDULE I
RESELLER PRICING**

SOFTNAS

Burst SKU	Sample Use Case	Annual List Price	Margin/Discount	Partner Price
200	DR/Basic Storage	\$ 2,190	20%	\$ 1,752
400	Cloud Migration	\$ 11,563	20%	\$ 9,251
800	SaaS Apps	\$ 27,682	20%	\$ 22,145
1600	SQL/NoSQL	\$ 72,007	20%	\$ 57,606
3200	VDI/Legacy Apps	\$ 106,434	20%	\$ 85,147
6400	HPC	\$ 158,994	20%	\$ 127,195

+5% discount upfront 2yr BYOL

+10% discount upfront 3yr BYOL

SCHEDULE II
ADDITIONAL TERMS AND CONDITIONS

1. Reseller will maintain an annual sales target of \$100,000.00 defined as “annual contract value or ACV” on the wholesale pricing provided in Schedule I.
 - a. Pricing in Schedule I is based on solutions sold direct (BYOL) on reseller’s paper or through a public marketplace (i.e. AWS or Azure).
 - b. Reseller may also receive the reseller discount pricing credit for deals sold direct on a marketplace but registered by Reseller in advance with written confirmation from Buurst.
 - i. For those approved deals, Reseller will receive the same commission as if they had sold the deal direct via the wholesale pricing addendum provided in Schedule I.
2. Annual business plan review with a semi-annual business review cadence is required (quarterly or twice per year as needed).
3. Reseller will maintain at least (1) Certified Buurst trained solutions engineer on staff.
4. Reseller provides first line technical support for all working customers and prospects with ability to escalate to Buurst as required.
5. Reseller is able to earn marketing development funds (MDF) @ 2% of closed revenue within a given calendar year.
 - a. Buurst may, at its discretion, increase available marketing funds for reseller dependent on the annual marketing plan
6. Reseller must complete with Buurst as part of the annual business plan, an annual marketing plan with defined MQL goals.
7. Reseller must have at least (1) trained sales professional to work all leads assigned by Buurst.
8. Reseller must be in financial good standing with Buurst and agree to pay all direct BYOL deals within Net 30 days.

**SCHEDULE III
LEVEL 1 SUPPORT REQUIREMENTS**

Reseller shall promptly (but not more than thirty (30) days after the date of execution of this Agreement) designate its personnel to participate in the Company's product training and technical support certification program. After successful completion of such program, Reseller agrees to provide Level I technical support to its customers based on the following conditions and metrics. If Reseller's certified personnel leaves its employment, Reseller shall designate other replacement personnel to undergo the certification program.

Burst Level 1 Support tries to answer all questions or problems related to "how-to" topics:

- Initial customer response with next steps
 - Clarifying questions to properly define the customers' questions/issues
 - Assist with educating the customer on how to submit logs
 - General knowledge of the information in the Burst Knowledge Base that may already provide relevant information of resolutions
- Able to help the customer deploy Burst solutions on their target cloud or VMware instance
- Understand how to utilize cloud monitoring tools to help triage customer issues
- Understand all cloud dependencies and Burst best practice settings related to the proper deployment in the target cloud or VMware instance
- Use of any of the functionality exposed in the main Burst StorageCenter UI
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- General performance related questions that may relate to a properly sized Instance/VM or storage performance selection
- Understanding of the Burst escalation process and communications with the customer for an issue that is escalated, and they may be getting a new point of contact for the specific issue
 - Includes that any and all information they have collected on the issue at Level 1 is recorded in the support ticket (exposed to the customer or as a private note) so that Level 2 and 3 Burst support teams have all the information they need to start more advanced investigation into the issue
- Basic understanding of the Burst CLI that may help debug potential issues with the StorageCenter UI due to the Web server or other UI issue
 - StorageCenter UI is built on top of the Burst UI, so almost any operation that an admin can perform in the UI can also be performed via the Burst CLI
 - Basic scripting knowledge and use of CRON is also expected to help work around certain types of issues a customer may have without escalation
- Understanding of Burst best practices and use of them
- Ability to perform basic log analysis to help determine the root cause of an issue
 - Advanced log analysis may need to be escalated to Level 2 or 3, but may basic performance or configuration issues can be determined with basic log analysis
- Answer a direct support call, capture the customer's issue/request and open a ticket to properly track the issue for the customer as part of the process if the customer has not opened a ticket yet