

CYBEREASON RESELLER AGREEMENT

This Reseller Agreement (this "Agreement") is entered into as of _____ (the "Effective Date") by and between Cybereason Inc., a Delaware corporation having a principal place of business at 200 Clarendon Street, Floor 21, Boston, MA 02116 ("Company") and _____ a corporation having a principal place of business at (Address) _____ ("Reseller").

In consideration of the promises and the mutual agreements set forth herein, and intending to be legally bound, the parties hereby agree as follows:

1. Definitions.

"Delivery Date" means the requested delivery date for the Software Platform as set forth in the Purchase Order.

"Documentation" shall mean any and all documentation and material pertaining to the Software Platform, in any form, provided by Company to Reseller pursuant to this Agreement for use in conjunction with the Software Platform.

"End User" means an individual or entity that purchases a Software Platform or Service from Reseller.

"Intellectual Property Rights" means all patents, patent rights, copyrights, mask work rights, moral rights, rights of publicity, trademark, trade dress and service mark rights, goodwill, trade secret rights and other intellectual property rights, as may now exist or hereafter come into existence, and all applications therefor and registrations, renewals and extensions thereof, under the laws of any state, country, territory or other jurisdiction.

"Licensor Package" shall mean the Software Platform, any Documentation and/or Confidential Information of Licensor.

All references in this Agreement to the "purchase" or "sale" of the Software Platform shall mean, with respect to all parts of such Software Platform, the acquiring or granting, respectively, of a license to use such parts, and to exercise any other rights pertaining to such parts which are expressly set forth herein.

"Purchase Order" means a written order submitted by Reseller to Company pursuant to Section 7 covering the Software Platform (including specifically the duration of the license and the number of Software Platforms and parts thereof that are permitted to be installed) and/or Support and Maintenance or Services, if any, and estimating the Subscription Fee or other fees due.

"Reseller Discount" means the discount specified in Exhibit A.

"Reseller Subscription Fee" shall mean the Subscription Fee less the Reseller Discount.

"Service(s)" means those professional services specified in a Purchase Order, which may include expert research in the event of an emergency, or continuous expert research.

"Software Platform" means the current edition and version of Company's commercially available software as specified in Exhibit A. The Software Platform may include certain software installed on End-User computers (i.e. computers that are not normally accessible over the network by other users) and/or servers and/or cloud based services, as well as a connection to an external cloud server. The Software Platform is licensed in object code form only, and is not sold.

"Specifications" means the functional Software Platform specifications and technical requirements provided to End User by Company.

"Subscription Fee" shall mean the applicable fees payable by the End User for use of the Software Platform during the Subscription Period, as detailed in Exhibit A, as may be amended from time to time by Company (including on a per-End-User basis), or as specified in a Company-provided and approved Subscription Fee price quote with respect to a particular End-User.

"Subscription Period" shall mean the period of time specified in the Purchase Order in respect of which the End-User has ordered and shall pay Subscription Fees in respect of its use of the Software Platform.

"Support and Maintenance" shall mean the support and maintenance services to be provided by Company to End-User with respect to the Software Platform during the relevant Subscription Period as specified in the Purchase Order.

"Territory" means the countries set forth in Exhibit A.

2. Appointment of Reseller; Resale of the Software Platform in the Territory; Purchase Orders.

(a) **Resale in the Territory.** Subject to the terms and conditions of this Agreement, Company hereby grants to Reseller, under Company's Intellectual Property Rights in the Software Platform and the Licensor Package, a nonexclusive, non-sublicensable, nontransferable right to market and promote the Software Platform in the Territory and submit Purchase Orders on behalf of End-Users in the Territory for the Software Platform and collect the Subscription Fees payable by such End Users in respect of the Software Platform, all subject to payment by Reseller to Company of the applicable Reseller Subscription Fees.

Company shall not be liable in any manner whatsoever in the event that an End User or a customer located within or outside the Territory, shall purchase the Software Platform or a license to use same from a reseller or any other third party that is not the Reseller, and it is clarified that Company retains the full and complete right to license, sublicense, assign, market and/or otherwise distribute, directly or indirectly through third parties, the Software Platform or any part thereof, throughout the world.

(b) **Purchase Orders.** Reseller shall order the Software Platform for End-Users by issuing written Purchase Orders. No Purchase Order shall provide for a Delivery Date sooner than Company's applicable lead-time for the Software Platform ordered unless approved in writing by Company. Company shall have the right, within its sole discretion, to accept or reject Purchase Orders, including without limitation Purchase Orders for leads with respect to which Company has previously accepted or approved a completed Lead intake form, and no Purchase Order shall be binding upon Company unless accepted by Company in writing. Each Purchase Order will set forth, at a minimum, the following (i) the name and address of the End-User, (ii) the number or type of package of Software Platform(s) being purchased, (iii) the countries and locations where the Software Platform(s) are to be installed, (iv) the name of the persons who shall be permitted to access the Software Platform and a description of their role within the End-User's organization, (v) requested Delivery Dates, (vi) requested ship to location(s), (vii) billing address, (viii) reference to this Agreement, and (viii) any other reasonable information required by Company. Purchase Orders shall constitute firm purchase obligations on behalf of Reseller subject to End-User's execution of the End-User License Agreement. Each Purchase Order shall be subject to the written approval of Company.

(c) **Maintenance and Support.** Company is responsible for providing Support and Maintenance to the End-User during the Subscription Period in accordance with Company's Support and Maintenance Policies as set forth in the End User License Agreement attached as Exhibit B and as may be amended by Company from time to time.

(d) **No Returns or Refunds.** Except as expressly provided in this Agreement, and subject to the warranty provisions of this agreement or the End-User License Agreement, after payment by Reseller of the applicable Reseller Subscription Fees, neither Reseller nor End-User shall be entitled to return and/or exchange

any Software Platform and nor shall they be entitled to receive any refunds with respect to any such Software Platform, irrespective of whether or how often the services that the Software Platform provide is used by the End-User. Reseller acknowledges and agrees for itself and on behalf of its End Users that any Software Platform ordered that was previously delivered for evaluation purposes may be used, provided that the warranties set forth herein for the Software Platform shall apply fully to such used units.

(e) **Authority of Agreement.** The terms and conditions of this Agreement shall exclusively govern the purchase and supply of the Software Platform hereunder and shall override any conflicting, amending and/or additional terms contained in Reseller's Purchase Order or Company quotation and/or acceptance documents.

(f) **User License Agreement.** The Software Platform shall be licensed, and any license renewal shall be made, by Reseller to End Users subject to the End-User entering into an End User License Agreement with the Company as set forth in Exhibit B (the "End User Agreement"), as may be amended from time to time by Company in its sole discretion. Reseller shall not grant to End Users any rights to the Software in excess of the rights set forth in the End User Agreement. Reseller shall (i) obtain End User's signature on the End User Agreement as a condition to licensing the Software Platform, (ii) use all commercially reasonable efforts to ensure End-User's compliance with the End User Agreement, (iii) promptly report to Company in writing any breach, or suspected breach, of the End User Agreement, and provide Company with a copy of the signed End User Agreement in each instance.

(g) **Demonstration License.** Subject to the terms and conditions of this Agreement, Company hereby grants Reseller a nonexclusive, nonsublicensable, nontransferable license to access and use the Licensor Package, only in object code format, solely for the purpose of: (i) demonstrating the Software Platform to prospective customers, and (ii) providing training in the use of the Software Platform to Reseller's employees and End Users. The demonstration license may only be used once with respect to any potential End-User, and shall expire with respect to each potential End-User after thirty (30) days from its first use by such potential End-User. Furthermore, without derogating from any other provision hereof and notwithstanding anything contained in this Agreement to the contrary, the demonstration license is provided "AS IS" and Company shall not be liable for any damage and/or loss, of any kind whatsoever, arising from and/or related to the demonstration license.

(h) **Feedback.** Reseller shall provide prompt written notification of any comments or complaints about the Software Platform or the Licensor Package that are made by End Users or Reseller's prospective customers, and of any problems with the Software Platform or its use of which Reseller becomes aware. Such written notification shall be the property of Company, and shall be considered Company's Confidential Information hereunder.

(i) **Product Changes.** Company shall have the right to make design modifications to the Software Platform or any aspect of the Licensor Package at any time.

3. Prices and Payment Terms.

(a) **Prices.** Reseller shall pay Company the applicable Reseller Subscription Fees for the Software Platform within thirty (30) days of Company's invoice therefor. Company shall have the right to revise the Subscription Fees and the Reseller Discount set forth in Exhibit A upon thirty (30) days written notice to Reseller. Such revised prices shall apply to all Purchase Orders submitted after the effective date of the revision. For the avoidance of any doubt it is hereby clarified that Company shall not be required to pay any fees, or other remuneration to Reseller in consideration for any of Reseller's marketing, promotion, or other services provided hereunder.

(b) **Shipping and Taxes.** All prices are exclusive of shipping, insurance and installation charges, all of which are Reseller's sole responsibility. All prices are exclusive of all sales, use, excise, value added, withholding and other taxes, and all customs duties and tariffs now or hereafter claimed or imposed by any governmental authority upon the sale or license of the Software Platform. Any such charges will be added to the price or

subsequently invoiced to the Reseller. In the event Company is required to pay any such tax, duty or charge, Reseller will promptly reimburse Company.

(c) **Payment.** Any amounts not paid when due will accrue interest at the rate of 1 1/2% per month, or the maximum amount allowed by law, if lower. Without limiting any other right or remedy available to Company, in the event that any payment is more than thirty (30) days late, Company shall have the right to suspend performance under this Agreement until all payments are made current. Each accepted Purchase Order is a separate, independent transaction, and Reseller has no right of set-off against other Purchase Orders or other transactions with Company. No discounts for prepayment are authorized hereunder.

4. Proprietary Rights.

(a) **Ownership.** Title to and ownership of the Licensor Package, and any improved, updated, modified or additional parts thereof, and all copyright, patent, trade secret, trademark and other Intellectual Property Rights embodied in the Licensor Package, shall at all times remain the property of Company or Company's licensors. The use by Reseller of such rights is authorized only for the purposes herein set forth and upon termination of this Agreement for any reason, such authorization will cease. Reseller hereby undertakes to keep the Licensor Package free and clear of all claims, liens and encumbrances and not to sell, assign, transfer, encumber or dispose of in any way any such item except as explicitly permitted under this Agreement.

(b) **No Other Rights.** Reseller shall not, directly or through any person or entity, in any form or manner, copy, distribute, reproduce, incorporate, use or allow access to the Software Platform or any other aspect of the Licensor Package or modify, prepare derivative works of, decompile, reverse engineer, disassemble or otherwise attempt to derive source code or object code of the Software Platform, except as explicitly permitted under this Agreement or otherwise agreed in writing. Furthermore, Reseller shall not, directly or through any person or entity, use the Licensor Package or any part thereof as part of a service bureau, or to provide commercial timesharing rental or sharing arrangements to any third party. In making use of the Software Platform, Reseller shall comply with all applicable laws, including data protection and privacy laws, and shall not send or cause to be sent any unsolicited email ("spam"), including without limitation newsgroup postings.

Reseller shall not use, demonstrate or offer a license to the Software Platform in any application that involves risks of death, personal injury, severe property damage or critical environmental damage or in any life support applications, devices or systems, except as explicitly approved in writing by Company's Chief Executive Officer.

(c) **Use of Trade Names.** Reseller may use the product names of Company and its licensors in Reseller's advertising and promotional media used for marketing the Software Platform, provided (i) that Reseller conspicuously indicates in all such media that such names are trademarks of Company and its licensors and (ii) that Reseller submits all such media to Company for prior approval in its reasonable discretion. Reseller shall not remove and/or alter any copyright notices, trademark, logo or other proprietary or restrictive notice (hereinafter, collectively "Proprietary Notices") or legend affixed to, contained or included in, the Licensor Package and Reseller shall reproduce and copy all such Proprietary Notices on all copies of the Licensor Package or any part thereof, made pursuant and subject to the terms of this Agreement. Upon termination of this Agreement for any reason, Reseller will immediately cease all use of the Software Platform names and, at Reseller's election, destroy or deliver to Company all materials in Reseller's control or possession which bear such names, including any sales literature. Reseller will not challenge Company's ownership of its patents or any intellectual property rights claimed by Company or its licensors in its trademarks, trade names or logos, or use any trademark, trade name or logo which might be confusingly similar to Company's trademark, trade name or logo.

5. Reseller's Responsibilities.

(a) **General.** Reseller will, at all times, conduct its business in a professional manner which will favorably reflect upon Company. Reseller shall at all times comply with good business practices and all applicable

laws and regulations relevant to this Agreement and the subject matter hereof. Reseller shall at all times maintain whatever organization and resources that are necessary for the performance of its obligations pursuant to the terms of this Agreement.

(b) **End-User Operating Systems.** Reseller shall ensure that each End-User has in place or will obtain the appropriate operating systems, operating environment, licenses, application server licenses, web server licenses and the hardware required for the installation and operation of the Software Platform.

(c) **Sales and Marketing.** Reseller shall use commercially reasonable efforts to market and promote the Software Platform in the Territory. These efforts may include without limitation the use of mailings, telemarketing programs, advertising, seminars, other customary marketing techniques and collaboration with Company. Reseller further agrees to place Company's logo on the partner section of Reseller's corporate Website in equal to or greater position as other vendor logos if the partner supports a corporate Website.

(d) **Leads and Forecasts.** For each lead developed by Reseller, Reseller will submit to Company a completed Lead intake form, as set forth in Exhibit C, or as otherwise provided in Company's Partner Portal. Leads are approved or denied at the sole discretion of the Company, and Company shall have the right at its discretion to refuse to accept a Purchase Order or to work with a certain lead even if Company has previously accepted or approved a completed Lead intake form from Reseller with respect to such lead.

Reseller shall provide Company with a good faith rolling twelve (12) month forecast in writing (the "Forecast") that sets forth the projected demand by Reseller for licenses of Software Platform hereunder for each of the twelve (12) months following the delivery date of such Forecast. The Forecasts are provided for informational purposes and shall not create any binding obligations on behalf of either party.

(e) **Evaluation Units.** Reseller shall ensure that End-Users that wish to evaluate the Software Platform shall enter into Evaluation License Agreements with the Company, with Reseller's facilitation. Reseller shall use best efforts to cause each End User that evaluates the Software Platform pursuant to the terms of the Company's Evaluation License Agreement to complete its evaluation within a thirty (30) day period, provided that such period may be extended with Company's prior written consent, after which time Company shall be entitled to deactivate such End-User's evaluation license to the Software Platform.

(f) **Records and Audit.** Reseller will maintain an accurate and complete list of all End-Users to whom Reseller markets and promotes Software Products, including the names and addresses of each End-User. Reseller shall permit Company and/or its appointed agent(s) on reasonable notice to audit such records as well as Reseller's facilities and computers in order to verify Reseller's compliance with the terms of this Agreement.

6. **Delivery.** Company shall use commercially reasonable efforts to meet the Delivery Date for the Software Platform. The time period of delays and holds resulting from Reseller activity or inactivity shall be added to the Delivery Date. Should Company be unable to install or activate an End-Users License to the Software Platform by the Delivery Date, Reseller shall be informed in writing of such as soon as the delay is reasonably identified by Company and Reseller shall be advised of the new activation or installation date as soon as it is available. Any partial activations or installations delivered by Company may be invoiced individually.

7. **Acceptance.** The Software Platform shall be deemed accepted upon delivery. Reseller must provide written notice to Company within thirty (30) days of delivery in the event that the Software Platform does not conform to the Purchase Order.

8. **Warranty.**

(a) **Warranty.** EXCEPT FOR THE WARRANTY SET FORTH IN THE END USER LICENSE AGREEMENT, COMPANY PROVIDES THE SOFTWARE PLATFORM AND THE LICENSOR PACKAGE AND SERVICES "AS IS" AND MAKES NO WARRANTIES WITH RESPECT TO SAME AND DISCLAIMS ALL IMPLIED WARRANTIES WITH RESPECT TO THE

SOFTWARE PLATFORM AND THE LICENSOR PACKAGE, INCLUDING WITHOUT LIMITATION WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT OF THIRD PARTY RIGHTS, EFFECTIVENESS, USEFULNESS, RELIABILITY OR ARISING FROM A COURSE OF DEALING OR USAGE OF TRADE.

(b) **Limitation of Liability.** IN NO EVENT SHALL COMPANY BE LIABLE TO RESELLER, END-USER OR ANY THIRD PARTY FOR COSTS OF PROCUREMENT OF SUBSTITUTE PRODUCTS OR SERVICES, LOST PROFITS, DATA OR BUSINESS, OR FOR ANY INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES OF ANY KIND ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY (WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE). COMPANY'S TOTAL AND CUMULATIVE LIABILITY UNDER THIS AGREEMENT, OR FOR BREACH OF THIS AGREEMENT, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, SHALL IN NO EVENT EXCEED THE AMOUNTS RECEIVED BY COMPANY FROM RESELLER UNDER THIS AGREEMENT IN THE TWELVE (12) MONTHS PRIOR TO THE DATE THE CAUSE OF ACTION AROSE. THE LIMITATIONS SET FORTH IN THIS SECTION 8 SHALL APPLY EVEN IF COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

(c) **Disclaimer of Other Representations.** ALL REPRESENTATIONS MADE OR AGREEMENTS EXECUTED BY RESELLER PURSUANT TO THIS AGREEMENT SHALL BE RESELLER'S SOLE RESPONSIBILITY. FURTHERMORE, EACH SUCH AGREEMENT SHALL CONTAIN AN ACKNOWLEDGMENT BY ANY THIRD PARTY THAT IT IS NOT RELYING ON ANY REPRESENTATIONS OR WARRANTIES MADE BY COMPANY EXCEPT FOR THOSE WARRANTIES EXPRESSLY MADE IN COMPANY'S END USER LICENSE AGREEMENT.

9. Compliance with Applicable Laws

(a) **Export and Import Controls.** Reseller acknowledges that any obligation of the Company to provide or to license the Software Platform and Documentation under this Agreement shall be subject in all respect to all applicable laws and regulations governing the delivery of technology and products abroad by persons subject to such applicable laws. Reseller expressly agrees that, without the prior written authorization of Company and the United States Government, Reseller shall not, and shall cause its End-Users not to (a) export, re-export, divert or transfer Company's Software Platform or any direct product thereof to any destination, company or person restricted or prohibited by the United States export controls, or (b) disclose any data derived from Company's Software Platform or any direct product thereof to any national of any country when such disclosure is restricted or prohibited by the United States export controls. Additionally, Reseller agrees that none of the Software Platform is being, or will be acquired for, shipped, transferred, or re-exported, directly or indirectly, to proscribed or embargoed countries or their nationals, nor be used for nuclear activities, chemical/biological weapons, or missile projects unless authorized by the U.S. Government. Proscribed countries are set forth in the U.S. Export Administration Regulations. Countries subject to U.S. embargo are: Cuba, Iran, Libya, North Korea, Syria, and Sudan. This list is subject to change without further notice from Company, and Reseller must comply with the list as it exists in fact. Reseller hereby certifies that it and its End-Users are not on the U.S. Department of Commerce's Denied Persons List, Entity List or affiliated lists or on the U.S. Department of Treasury's Specially Designated Nationals List. Reseller agrees to comply strictly with all U.S. export laws and assume sole responsibility for obtaining licenses to export or re-export the Software Platform as may be required. Certain products with encryption functions may be subject to additional restrictions, including restrictions on distribution to government end-users outside the EU license free zone. Additionally, Reseller is solely responsible for compliance with any import or use restrictions in the Territory. This provision shall survive the expiration or termination of this Agreement.

(b) **Authorizations.** Reseller shall, at its own expense, make, obtain, and maintain in force at all times during the term of this Agreement, all filings, registrations, reports, licenses, permits and authorizations required under applicable law, regulation or order required for Reseller to perform its obligations under this Agreement.

10. Representations and Warranties of Reseller.

(a) **Foreign Corrupt Practices Act.** In conformity with the United States Foreign Corrupt Practices Act, Reseller represents and warrants that it shall not directly or indirectly make an offer, payment, promise to pay, or authorize payment, or offer a gift, promise to give, or authorize the giving of anything of value for the purpose of influencing an act or decision of an official of any government, foreign or domestic, (including a decision not to act) or inducing such a person to use his influence to affect any such governmental act or decision in order to assist Company in obtaining, retaining or directing any such business.

(b) **Compliance with Applicable Laws.** Reseller represents and warrants that it shall comply with all laws and regulations, whether foreign or domestic, applicable to Reseller with respect to the promotion, marketing, sale, import or export of the Licensor Package.

11. Mutual Representations and Warranties. Each party represents and warrants that it has been duly registered and organized in accordance with all applicable laws, has received all necessary governmental authorizations to enter into and perform its obligations under this Agreement, and that its entry into and performance under this Agreement will not violate any applicable laws.

12. Indemnification by Reseller. Reseller shall defend, indemnify and hold harmless Company against any judgment, loss, damage, claim or expense arising out of any breach by Reseller of any of Reseller's representations or warranties set forth herein or relating to or arising from Reseller's performance under this Agreement, or any changes, additions or modifications made to the Licensor Package by Reseller.

13. Confidentiality. Company and Reseller each agree to retain in confidence all information disclosed by a party to the other party pursuant to this Agreement which is either designated as proprietary and/or confidential, or by the nature of the circumstances surrounding disclosure, should reasonably be understood to be confidential, including, but not limited to, information that relates to Company's past, present and future research and products (including the Software Platform), related Documentation or any part thereof, services, customers, developments, inventions, processes, hardware configuration information, marketing or finances (the "Confidential Information"). Each party agrees to: (a) preserve and protect the confidentiality of the other party's Confidential Information; (b) refrain from using the other party's Confidential Information except as contemplated herein; and (c) not disclose such Confidential Information to any third party except to employees as is reasonably required in connection with the exercise of its rights and performance of its obligations under this Agreement (and only subject to binding use and disclosure restrictions which are at least as protective as those set forth herein and which are agreed to in writing by such employees) and to be responsible for any breach hereof by such employees. Notwithstanding the foregoing, either party may disclose Confidential Information of the other party which is: (i) in the possession of the receiving party at the time of disclosure as shown by the receiving party's files and records immediately prior to the time of disclosure; (ii) prior to or after the time of disclosure becomes part of the public knowledge or literature other than as a result of any improper inaction or action of the receiving party; or (iii) approved by the disclosing party for release in writing. Neither party shall disclose any of the terms of this Agreement to any third party without the prior written consent of the other party; provided, however, that either party may disclose the existence of this Agreement to any third party and either party may disclose the terms of this Agreement: (i) to legal counsel of the parties; (ii) in confidence, to accountants, banks, and financing sources and their advisors solely for the purposes of a party's securing financing; (iii) in connection with the enforcement of this Agreement or rights under this Agreement; or (iv) in confidence, in connection with an actual or proposed merger, acquisition, or similar transaction solely for use in the due diligence investigation in connection with such transaction. Disclosure may also be made if required by applicable law or proper legal, governmental or other competent authority, provided that in such case the other Party hereto shall be notified sufficiently in advance of such requirement so that it may seek a protective order (or equivalent) with respect to such disclosure. Reseller may not publish any results relating to the Software Platform and/or the Licensor Package.

14. Term and Termination.

(a) **Term.** This Agreement is effective on the Effective Date and, unless terminated or canceled as provided in this Agreement, shall remain in effect for one (1) year; provided that the parties may renew this Agreement for successive one (1) year terms by mutual agreement. The termination, cancellation or expiration of this Agreement shall not affect the obligations of either party to the other party pursuant to any Purchase Order previously executed hereunder, and the terms and conditions of this Agreement shall continue to apply to such Purchase Order as if this Agreement had not been terminated or canceled.

(b) **Termination for Cause.** If either party breaches a material provision of this Agreement and fails to cure such breach within thirty (30) days after receiving written notice of the breach, the non-breaching party shall have the right to terminate this Agreement at any time. Reseller's breach of any payment obligation constitutes a default on the date the payment is due and Company shall have the right to terminate this Agreement immediately. Either party may terminate this Agreement, effective immediately upon written notice, if the other party becomes the subject of a voluntary or involuntary petition in bankruptcy or any proceeding relating to insolvency, receivership, liquidation or composition for the benefit of creditors that is not dismissed within sixty (60) days.

15. Effect of Termination.

(a) **Effect of Termination.** Upon the termination or expiration of this Agreement (i) Reseller shall immediately cease use of the Software Platform and shall delete the Licensor Package from Reseller's systems and shall no longer access Company's systems in any manner (including cloud based applications), (ii) all of Reseller's rights hereunder, including with respect to the Software Platform and the Licensor Package, shall immediately terminate, provided that each license already granted to an End User with respect to the Software Platform shall

survive in accordance with its terms, subject to termination for default in accordance with its terms and (iii) parties will treat all Confidential Information of the other party hereto as stated in Section 13 of this agreement.

(b) **Limitation of Liability.** In the event of termination by either party in accordance with any of the provisions of this Agreement, neither party shall be liable to the other, because of such termination, for compensation, reimbursement or damages on account of the loss of prospective profits or anticipated sales or on account of expenditures, inventory, investments, leases or commitments in connection with the business or goodwill of either party. Termination shall not, however, relieve either party of any obligations incurred prior to the termination, including, without limitation, the obligation of Reseller to pay Company for Software Platform purchased prior to such termination.

(c) **Survival.** The provisions of Sections 1, 2(d), 2(h), 4, 5(f), 8, 9, 12, 13, 15 and 16 of this Agreement, and all payment obligations incurred during the term of this Agreement, shall survive the expiration or termination of this Agreement for any reason. The provisions of Section 13 shall survive the expiration or termination of this Agreement for five (5) years. All other rights and obligations of the parties shall cease upon termination of this Agreement.

16. Miscellaneous.

(a) **Severability.** If any portion of this Agreement is held invalid, the parties agree that such invalidity shall not affect the validity of the remaining portions of this Agreement.

(b) **Waiver.** The failure of either party to exercise any right granted herein or to require any performance of any term of this Agreement or the waiver by either party of any breach of this Agreement shall not prevent a subsequent exercise or enforcement of, or be deemed a waiver of any subsequent breach of, the same or any other term of this Agreement.

(c) **No Joint Venture or Agency.** Nothing in this Agreement shall constitute or create a joint venture, partnership, or any other similar arrangement between the parties. No party is authorized to act as agent for the other party hereunder except as expressly stated in this Agreement.

(d) **Export Control.** Reseller acknowledges that Software Platform and the related intellectual property provided under this Agreement are subject to U.S. export laws and regulations, and any use or transfer of such Software Platform or the related intellectual property must be authorized under those regulations. Reseller agrees that Reseller will not use, distribute, transfer, or transmit the Software Platform or the related intellectual property in violation of U.S. export regulations. If requested by Company, Reseller also agrees to sign written assurances and other export-related documents as may be required for Company to comply with U.S. export regulations.

(e) **Notices.** All notices required or permitted under this Agreement will be in writing and will be deemed received when (a) delivered personally; (b) when sent by confirmed telex or facsimile (followed by the actual document in air mail/air courier); (c) three (3) days after having been sent by registered or certified mail, return receipt requested, postage prepaid (or six (6) days for international mail); or (d) one (1) day after deposit with a commercial express courier specifying next day delivery or, for international courier packages, two (2) days after deposit with a commercial express courier specifying 2-day delivery, with written verification of receipt.

(f) **Assignment.** Reseller shall not assign or transfer this Agreement or any rights or obligations under this Agreement, without the prior written consent of Company. Company or any successor may assign all of part of its rights under this Agreement. Any assignment or transfer of this Agreement made in contravention of the terms hereof shall be null and void. Subject to the foregoing, this Agreement shall be binding on and inure to the benefit of the parties' respective successors and permitted assigns.

(g) **Governing Law and Venue.** Any action arising from or related to this Agreement will be governed by New York law, excluding any choice of law rules (including the United Nations Convention on the Sale of Goods) that would require the application of laws other than those of New York. Any controversy or claim arising out of or relating to this Agreement shall be determined by arbitration in accordance with the International Arbitration Rules of the International Centre for Dispute Resolution. The arbitration shall take place in New York, the proceedings will be conducted in English and the arbitral award shall be final and binding on the parties. Notwithstanding the foregoing, either party may bring an action for injunctive or equitable relief in any forum having jurisdiction in the event of an alleged breach of such party's proprietary information or if necessary to prevent serious loss or injury to that party or others.

(h) **Force Majeure.** Neither party shall be responsible for any failure to perform or delay in performance (excluding all payment obligations) attributable in whole or in part to any cause beyond its reasonable control, including but not limited to Acts of God, government actions, war, civil disturbance, insurrection, sabotage, labor shortages or disputes, failure or delay in delivery by suppliers or subcontractors, transportation difficulties, shortage of energy, raw materials or equipment, or the other party's fault or negligence.

(i) **Third Party Beneficiaries.** Each of Company's licensors shall be entitled to enforce the rights of Company under this Agreement and those rights under this Agreement that are for the benefit of such licensor as if such licensor was a party to this Agreement.

(j) **Entire Agreement and Modifications.** This Agreement supersedes all prior communications, transactions, and understandings, whether oral or written, with respect to the subject matter hereof and constitutes the sole and entire agreement between the parties pertaining to the subject matter hereof. No modification, addition or deletion, or waiver of any of the terms and conditions of this Agreement shall be binding on either party unless made in a non-preprinted agreement clearly understood by both parties to be a modification or waiver, and signed by a duly authorized representative of each party.

(k) **Counterparts.** This Agreement may be executed in one or more counterparts, each in the English language and each of which shall be deemed to be an original instrument, and all such counterparts shall together constitute the same agreement.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the Effective Date.

CYBEREASON INC.

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

EXHIBIT A

Products: Cybereason Platform (cloud or virtual server)

Territory: North America

Duration: Pricing valid until 31 December 2017

Subscription Fee (Price List):

The price for the Software Platform shall be approved in advance and in writing on a per-End-User basis by the Company. Reseller shall be entitled to up to a 25 percent (25%) discount off of the Company's list prices, which may be amended from time to time. Reseller shall be entitled to up to an additional twenty percent (20%) discount off of the Company's list prices in consideration for securing a valid deal registration approved in writing by the Company.

EXHIBIT B

Cybereason License and Services Agreement

See Attached.

EXHIBIT C

CYBEREASON LEAD INTAKE FORM

Date provided _____

Lead information

Company name _____

Contact name _____

Title _____

Address

Telephone _____

Email _____

Cybereason product interest: _____

Purchase timeframe _____

Cybereason approval:

Cybereason Director or VP / CEO

Date