

RESELLER AGREEMENT

This Reseller Agreement (“**Agreement**”) is entered into on this _____ day of _____, 2018 (the “**Effective Date**”), by and between Signal Sciences Corp., a Delaware corporation (“**Signal Sciences**”), and [_____] a _____ corporation (“**Reseller**”).

RECITAL

Signal Sciences develops and offers software and related services for web application attack visibility and defense. Reseller desires to resell subscriptions and other access to use the Signal Sciences services (as defined below) and represents that it has the expertise and other qualifications necessary for such reselling activities. Signal Sciences has agreed to appoint Reseller as a non-exclusive reseller of the Signal Sciences service under the terms and conditions of this Agreement.

NOW, THEREFORE, intending to be legally bound hereby, Signal Sciences and Reseller agree as follows:

1. **DEFINITIONS**

Defined terms used in this Agreement will have the meanings set forth below:

1.1 “Documentation” will mean user manuals, training materials, product descriptions and specifications and other printed information relating to the Signal Sciences Service, as in effect and provided from Signal Sciences.

1.2 “End User” will mean any third party that purchases from Reseller a subscription to use the Signal Science Service and/or receive Professional Services for its own use and not for resale, provided that such third party is approved by Signal Sciences and registered pursuant to the registration process set forth in Section 2.2.

1.3 “Fee” will mean the amount to be paid by Reseller to Signal Sciences for resales of subscriptions to the Signal Sciences Service and/or Professional Services, as determined in accordance with Section 3.1.

1.4 “Force Majeure Event” will mean a natural disaster, action or decree of a governmental body or communications line failure which (i) hinders, delays or prevents a Party in performing any of its obligations, (ii) is beyond the control of, and without the fault or negligence of, such Party, and (iii) by the exercise of reasonable diligence such Party is unable to prevent or provide against.

1.5 “List Price” will mean the prices as set forth in Signal Sciences’ price list provided in writing from time to time to Reseller. Signal Sciences will have the right at any time to revise the List Price for any Signal Sciences Service and/or Professional Services with thirty (30) days’ advance written notice to Reseller. Such revisions will apply to all requests for Orders (as defined in Section 3.2) submitted by Reseller thirty (30) days after the date of Signal Sciences’ issuance of the notification of such price revision.

1.6 “Material Defect” will mean any reported malfunction, error or other defect in the Signal Sciences Service that: (i) can be reproduced by Signal Sciences and Reseller; and (ii) constitutes a substantial nonconformity with the Specifications for the Signal Sciences Service.

1.7 “Marks” will mean all proprietary indicia, trademarks, tradenames, symbols, logos and/or brand names adopted from time to time to identify Signal Sciences or any of its products or services.

1.8 “Opportunity” will mean a potential project with an existing or potential End User that has a defined scope and budget.

1.9 “Parties” will mean Signal Sciences and Reseller.

1.10 “Professional Services” will mean professional and training services provided by Signal Sciences to an End User.

1.11 “Signal Sciences Service” will mean Signal Sciences’ generally available web application attack visibility and defense services, together with all software provided by Signal Sciences hereunder in connection with such services (“Software”).

1.12 “Term” will mean the period beginning on the Effective Date and expiring or terminating on the date this Agreement expires or is terminated under Section 7.

2. APPOINTMENT AND AUTHORITY OF RESELLER

2.1 Appointment; Rights Granted. Subject to the terms and conditions set forth herein, (a) Signal Sciences hereby appoints Reseller as Signal Sciences’ nonexclusive reseller of the Signal Sciences Service and Professional Services directly to End Users, and Reseller hereby accepts such appointment, and (b) Signal Sciences hereby grants Reseller a non-sublicensable, non-transferable, non-exclusive right to (i) market the Signal Sciences Service and Professional Services, (ii) demonstrate and resell subscriptions to the Signal Sciences Service and Professional Services to End Users pursuant to End User Agreements (as defined in Section 2.2). All subscriptions and other access to the Signal Sciences Service and any Software are licensed and not sold, notwithstanding the use of the terms “sell” or “resell” herein. Reseller may resell subscriptions to the Signal Sciences Service only to End Users for such End Users’ internal use.

2.2 Opportunity Registration. In order for a potential Opportunity to be qualified for deal registration by Reseller under this Agreement, Reseller must adhere to Signal Sciences’ deal registration policy as it may be updated by Signal Sciences from time to time upon thirty (30) days prior written notice (email to suffice) to Reseller.

2.3 Orders and End User Agreement. Reseller is permitted to resell subscriptions to the Signal Sciences Service to End Users approved pursuant to the registration process above pursuant to Orders (as defined below). The End Users’ rights to use the Signal Sciences Service will be governed by such Orders and Signal Sciences’ standard customer agreement to be entered into between the End User and Signal Sciences (“End User Agreement”). Reseller will require each End User to enter into an End User Agreement as a condition precedent to the use of the Signal Sciences Service.

2.4 Independent Contractors. The relationship of Signal Sciences and Reseller established by this Agreement is that of independent contractors, and nothing contained in this Agreement will be construed to (i) give either Party the power to direct and control the day-to-day activities of the other, (ii) constitute the Parties as partners, joint venturers, co-owners or otherwise as participants in a joint or common undertaking, or (iii) allow Reseller to create or assume any obligation on behalf of Signal Sciences for any purpose whatsoever.

3. TERMS OF RESALE BY RESELLER

3.1 Fees. The Fee for any Signal Sciences Service or Professional Services purchased is the List Price for such Signal Sciences Service or Professional Services as of the date Reseller requests authorization for the Order applicable to such Signal Sciences Service or Professional Services, less the applicable discounts established by Signal Sciences from time to time. Signal Sciences may also quote a different price and/or discount applicable to a specific transaction by providing Reseller a written sales quote that sets for such price and/or discount. Reseller shall have the right, in its sole discretion, to determine the prices for any Signal Sciences Service or Professional Services sold by Reseller to End Users.

3.2 Purchases. Reseller will initiate purchases under this Agreement only by submitting written purchase orders, the form of which will be mutually agreed upon by the Parties, and which may be sent via email, facsimile or other mutually agreed method (“**Orders**”), to Signal Sciences. The terms and conditions of this Agreement will apply to all Orders submitted to Signal Sciences and supersede any different or additional terms contained in any Orders. All Orders are subject to acceptance by Signal Sciences in writing, which acceptance will not be withheld unless the proposed End User is a competitor of Signal Sciences or Signal Sciences has another reasonable business or legal reason not to accept such Order.

3.3 Taxes. The fees payable hereunder do not include any foreign, federal, state or local sales, use or other similar taxes, however designated, levied against the licensing, delivery or use of the Signal Sciences Service, Professional Services or any other services. Reseller will pay, or reimburse Signal Sciences for, all such taxes imposed on Reseller or Signal Sciences, provided, however, that Reseller will not be liable for any taxes based on Signal Sciences’ net income. When Signal Sciences has the legal obligation to collect such taxes, the appropriate amount will be added to Reseller’s invoice and paid by Reseller unless Reseller provides Signal Sciences with a valid tax exemption certificate authorized by the appropriate taxing authority.

3.4 Payment. Full payment of any fees payable hereunder (including any applicable taxes) will be made by Reseller to Signal Sciences in United States dollars, net thirty (30) days from the date of receipt of an invoice therefor. Payment must be made by wire transfer or as otherwise directed by Signal Sciences. Any amount which is not paid when due will bear interest at the rate of one and one-half percent (1½%) per month, or the maximum allowable rate, whichever is less.

3.5 Audits. During the Term and for three (3) years thereafter, Signal Sciences or an independent third party auditor selected by Signal Sciences, may inspect Reseller’s premises, books and records, upon Signal Science’s reasonable request, for the purposes of determining whether Reseller has complied with the terms of this Agreement. Signal Sciences will pay the expenses of the audit, unless such audit reveals either a material breach of a Reseller obligation hereunder or an underpayment of five percent (5%) or more, in which case Reseller will promptly pay Signal Sciences the reasonable fees and expenses incurred by Signal Sciences for such audit.

4. WARRANTIES.

Each Party represents and warrants that it has the corporate authority to enter into and perform under this Agreement, without violation of any of its obligations to third parties. Signal Sciences warrants to Reseller that it will provide the Signal Sciences Service and Professional Services in accordance with this Agreement and in a manner consistent with generally accepted industry standards and all applicable laws, provided that in the event of a breach of the foregoing warranty in this sentence, Signal Sciences’ sole obligation, and Reseller’s sole remedy, will be for Signal Sciences to use commercially reasonable efforts to correct the Signal Sciences Service and/or the Professional Services. If Signal Sciences cannot, or determines that it is not practical to, correct the Signal Sciences Service and/or Professional Services, Signal Sciences may terminate this Agreement and refund to Reseller a pro rata amount of the price paid for the affected Signal Sciences Service for the unearned subscription period. EXCEPT FOR THE EXPRESS WARRANTIES STATED HEREIN, SIGNAL SCIENCES DISCLAIMS ALL EXPRESS OR IMPLIED WARRANTIES ON THE SIGNAL SCIENCES SERVICE, SOFTWARE, PROFESSIONAL SERVICES, AND ANY OTHER SERVICES FURNISHED HEREUNDER, INCLUDING WITHOUT LIMITATION ALL IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT.

5. TERM AND TERMINATION

5.1 Term. This Agreement will continue in force for an initial term of one year from the Effective Date unless terminated earlier under the provisions of this Section 5. Unless previously terminated, this Agreement

will automatically renew for consecutive one (1) year terms unless written notice of non-renewal is given by either party at least thirty (30) days prior to the expiration of the then-current term.

5.2 Termination. In the event of any material breach of this Agreement, the non-breaching Party may terminate this Agreement by giving thirty (30) days' prior written notice to the other Party; provided, however, that this Agreement will not terminate if the other Party has cured the breach prior to the expiration of such thirty (30) day period. Either Party may also terminate this Agreement (i) upon the institution by or against the other Party of insolvency, receivership or bankruptcy proceedings, (ii) upon the other Party's making an assignment for the benefit of creditors, or (iii) upon the other Party's dissolution or ceasing to do business without a successor.

5.3 Provision of Subscriptions upon Termination. Upon termination of this Agreement other than by Signal Sciences for Reseller's material breach (including non-payment), Signal Sciences will continue to provide the Signal Sciences Service and/or Professional Services pursuant to Orders mutually agreed upon prior to the date of termination for the then-existing subscription terms accepted by Signal Sciences (without renewal, absent mutual agreement of the Parties), and Reseller will continue to comply with all its related obligations hereunder.

5.4 Return of Materials. Upon termination of this Agreement for any reason, Reseller will return to Signal Sciences all Confidential Information of Signal Sciences, Documentation and all other tangible materials related to the Signal Sciences Service and/or Professional Services, including without limitation, all derivative works and translations thereof, and Signal Sciences will return to Reseller all Confidential Information of Reseller.

5.5 Limitation on Liability. In the event of termination by either Party, neither Party will be liable to the other, because of such termination, for consequential or incidental damages, including without limitation, loss of profits or goodwill. Termination will not, however, relieve either Party of obligation incurred prior to the termination.

5.6 Survival. The provisions of Sections 1, 2.3, 3.3, 3.4, 4, 5, 6, 8, 9, 10, 11 and 12 will survive the termination of this Agreement for any reason.

6. INTELLECTUAL PROPERTY RIGHTS AND CONFIDENTIALITY

6.1 Intellectual Property Rights. Signal Sciences will retain all intellectual property rights relating to the Signal Sciences Service and/or Documentation, including all improvements, modifications, translations and derivative works thereof ("**Signal Sciences IP**"). To the extent Reseller obtains any right, title or interest in or to any Signal Sciences IP, Reseller hereby assigns to Signal Sciences all right, title and interest in and to such Signal Sciences IP. Reseller expressly acknowledges and agrees that the Software is Signal Sciences' Confidential Information.

6.2 Restrictions. Reseller will not, and will not permit any third party to: reverse engineer, decompile, disassemble or otherwise attempt to discover the source code, object code or underlying structure, ideas or algorithms of the Signal Sciences Service (provided that reverse engineering is prohibited only to the extent such prohibition is not contrary to applicable law); remove any Marks or notices from any portion of the Signal Sciences Service or Documentation; modify, translate, or create derivative works based on the Signal Sciences Service or Documentation, except with the prior written approval of Signal Sciences; use the Signal Sciences Service for any purpose other than for the benefit of its End Users as permitted in connection with the Signal Sciences Service; or use the Signal Sciences Service other than in accordance with this Agreement and in compliance with all applicable laws and regulations (including export laws). Reseller will further not, and will not permit any third party to make known false representations about Signal Sciences, the Signal Sciences Service or the Professional Services, or make any representations or warranties beyond or different from those contained in the End User Agreements.

6.3 Confidentiality.

(a) As used herein, “**Confidential Information**” means all confidential and proprietary information of a Party (“**Disclosing Party**”) disclosed to the other Party (“**Receiving Party**”), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure, including the terms and conditions of this Agreement (including pricing and other terms reflected in the Exhibits), business and marketing plans, technology and technical information, product designs, and business processes. The Documentation and Software are the Confidential Information of Signal Sciences. Confidential Information will not include any information that: (i) is or becomes generally known to the public without breach of any obligation owed to Disclosing Party; (ii) was known to Receiving Party prior to its disclosure by Disclosing Party without breach of any obligation owed to Disclosing Party; (iii) was independently developed by Receiving Party without breach of any obligation owed to Disclosing Party; or (iv) is received from a third party without breach of any obligation owed to Disclosing Party. In addition, each Party may disclose the terms and conditions of this Agreement to any actual or potential *bona fide* investors, acquirers or lenders.

(b) Receiving Party will not disclose any Confidential Information of Disclosing Party for any purpose outside the scope of this Agreement, except with Disclosing Party's prior written consent. Receiving Party will protect the confidentiality of Disclosing Party's Confidential Information in the same manner that it protects the confidentiality of its own confidential information of like kind (but in no event using less than reasonable care). Receiving party will not disclose any Confidential Information to any party, other than its employees and consultants who have a “need to know” for the receiving party to exercise its rights or perform its obligations hereunder. Each party represents and warrants that it will collect, maintain and handle all personal data, if any, in compliance with all applicable data privacy and protection laws. Receiving Party will promptly notify Disclosing Party if it becomes aware of any actual or reasonably suspected breach of confidentiality of Disclosing Party's Confidential Information.

(c) If Receiving Party is compelled by law to disclose Confidential Information of Disclosing Party, it will provide Disclosing Party with prior written notice of such compelled disclosure (to the extent legally permitted) and reasonable assistance, at Disclosing Party's cost, if Disclosing Party wishes to contest the disclosure.

(d) Upon any termination of this Agreement, Receiving Party will continue to maintain the confidentiality of Disclosing Party's Confidential Information and, upon request, return to Disclosing Party or destroy (at Disclosing Party's election) all materials containing such Confidential Information.

7. MARKS

During the Term, Reseller will have the right to indicate to the public that it is an authorized reseller of the Signal Sciences Service and/or Professional Services and use Signal Sciences' Marks to market the Signal Sciences Service and/or Professional Services, provided that Reseller will: (a) only use Signal Sciences' Marks in the form and manner, and in accordance with, the quality standards and usage guidelines that Signal Sciences may specifically prescribes and only in connection with the Signal Sciences Service; and (b) upon termination of this Agreement for any reason, immediately cease all use of Signal Sciences' Marks. Except as set forth in this Section 7, nothing contained in this Agreement will grant to Reseller any right, title or interest in Signal Sciences' Marks. At no time during or after the Term will Reseller challenge or assist others to challenge Signal Sciences' rights in Signal Sciences' Marks or the registration thereof or attempt to register any trademarks confusingly similar to Signal Sciences' Marks. All use of the Signal Sciences' Marks will inure to the sole benefit of Signal Sciences. The above provisions notwithstanding, Reseller may not issue any press releases or similar public announcements regarding its relationship with Signal Sciences without the prior written consent of Signal Sciences.

8. INDEMNIFICATION BY SIGNAL SCIENCES

8.1 Indemnification. Signal Sciences will defend, indemnify and hold Reseller harmless against any loss, damage or costs (including reasonable attorneys' fees) incurred in connection with claims, demands, suits, or proceedings made or brought by a third party ("**Claims**") against Reseller alleging that the use of the Signal Sciences Service as contemplated hereunder infringes the intellectual property rights of such third party, provided that Reseller (a) promptly gives written notice of the Claim to Signal Sciences; (b) gives Signal Sciences sole control of the defense and settlement of the Claim (provided that Signal Sciences may not settle any Claim unless it unconditionally releases Reseller of all liability); and (c) provides to Signal Sciences, at Signal Sciences' cost, all reasonable assistance. Signal Sciences may, at its sole option and expense: (i) procure for Reseller the right to continue reselling the Signal Sciences Service under the terms of this Agreement; (ii) replace or modify the Signal Sciences Service to be non-infringing without material decrease in functionality; or (iii) if the foregoing options are not reasonably practicable, terminate Reseller's rights to resell access to the Signal Sciences Service, and terminate all then-existing subscriptions to the Signal Sciences Service resold by Reseller, and refund Reseller all prepaid Fees for subscriptions to the Signal Sciences Service for the remainder of the term of such subscriptions on a pro rata basis. Notwithstanding the foregoing, Signal Sciences will have no obligation under this section or otherwise with respect to any infringement claim based upon (A) any unauthorized use of the Signal Sciences Service (including any unauthorized reproduction or distribution of the Software) or any breach of this Agreement by Reseller, (B) any combination of the Signal Sciences Service with other non-Signal Sciences products, equipment, software, uses or data, to the extent such claim would not have arisen absent such combination, (C) any modification of the Signal Sciences Service (including the Software) by any person other than Signal Sciences or its authorized agents or contractors or (D) any activity after Signal Sciences has provided Reseller with a work around or modification that would have avoided such issue without adversely affecting the functionality of the Signal Sciences Service.

8.2 Sole Remedy. The provisions of this Section 8 set forth Signal Sciences' sole and exclusive obligations, and Reseller's sole and exclusive remedies, with respect to infringement or misappropriation of third party intellectual property rights of any kind.

9. INDEMNIFICATION BY RESELLER

9.1 Indemnification. Reseller will defend, indemnify and hold Signal Sciences harmless against any loss, damage or costs (including reasonable attorneys' fees) incurred in connection with Claims against Signal Sciences alleging that the use of the Signal Sciences Services by Reseller in breach of this Agreement infringes a third party's intellectual property rights, provided that Signal Sciences (i) promptly gives written notice of the Claim to Reseller; (ii) gives Reseller sole control of the defense and settlement of the Claim (provided that Reseller may not settle any Claim unless it unconditionally releases Signal Sciences of all liability); and (iii) provides to Reseller, at Reseller's cost, all reasonable assistance.

10. LIMITATIONS OF LIABILITY

Except as provided below, (i) in no event will the liability of either Party (including its affiliates) for direct damages under this Agreement exceed the Fees paid by Reseller to Signal Sciences during the twelve (12) month period directly prior to the claim, and (ii) in no event will either Party (including its affiliates) have any liability to the other for any lost profits or for any indirect, special, incidental, punitive, or consequential damages however caused and, whether in contract, tort or under any other theory of liability, whether or not the Party has been advised of the possibility of such damages. Notwithstanding the foregoing, no limitation on or exclusion of the liability of either Party applies to: (a) damages arising from a breach of a Party's obligations under Section 6.3, Signal Sciences' obligations under Section 8, Reseller's obligations under Section 9, either Party's misappropriation or infringement of the other's intellectual property rights, any liability that, by law, cannot be excluded by agreement of the parties, or Reseller's obligation to pay amounts due under this Agreement.

11. NOTICES

All notices, requests, directions or other communications hereunder will be in writing and sent by first class US mail, email, confirmed facsimile or major overnight delivery courier service to the address specified below or such other address as may be properly specified by written notice hereunder.

If to Reseller:

[Name and address]

Email:

If to Signal Sciences:

Signal Sciences Corp.
8550 National Blvd., Suite A
Culver City, CA 90232
Attn: Legal

Email: Legal@signalsciences.com

Such notices will be deemed given on the date of receipt of delivery of said notice. The foregoing notice information may be updated by either Party from time to time upon notice to the other.

12. GENERAL PROVISIONS

If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect and enforceable. This Agreement is not assignable, transferable or sublicensable by either Party except with the other Party's prior written consent, provided that either Party may assign this Agreement to a successor to all or substantially all of the such Party's business to which this Agreement relates without the other Party's consent. Neither Party will be liable to the other for any delay or failure to perform hereunder (excluding payment obligations) due to a Force Majeure Event. Both Parties agree that this Agreement is the complete and exclusive statement of the mutual understanding of the Parties and supersedes and cancels all previous written and oral agreements, communications and other understandings relating to the subject matter of this Agreement, and that all waivers and modifications must be in a writing signed by both Parties, except as otherwise provided herein. In any action or proceeding to enforce rights under this Agreement, the prevailing Party will be entitled to recover costs and attorneys' fees. This Agreement will be governed by the internal laws of the State of California, without regard to its conflicts of laws rules. The United Nations Convention on Contracts for the International Sale of Goods will not apply. The federal and state courts located in Los Angeles, California, will have proper and exclusive jurisdiction and venue with respect to any disputes arising from or related to the subject matter of this Agreement. For purposes hereof, "including" means "including without limitation". Reseller may not use Signal Sciences'

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IN WITNESS WHEREOF the Parties have caused this Agreement to be executed and delivered by their respective authorized signing officers, effective as of the Effective Date.

Signal Sciences Corp.:

Authorized Signature:

By:

Name:

Title:

Reseller:

Authorized Signature:

By:

Name:

Title: