

RESELLER AGREEMENT

This Reseller Agreement (the "Agreement") is entered into on ~~November 21, 2017~~**November 14, 2017** (the "Effective Date") by and between BeyondTrust Software, Inc., a California Corporation with its principal place of business located at 5090 N 40th Street, Suite 400, Phoenix, AZ 85018 USA ("BeyondTrust") and Fishtech a MO corporation with its principal place of business located at 13333 Holmes Road, Kansas City MO, 64146 ("Reseller").

A. GENERAL TERMS.

The terms in this Section A apply to all transactions under this Agreement whether Reseller purchases directly through BeyondTrust or through an authorized distributor of BeyondTrust (a "Distributor").

A.1. LICENSE GRANT

A.1.1 Subject to Section B.1 and/or Section C.1 as applicable, Reseller may resell the BeyondTrust software licenses and services indicated on Exhibit A along with the associated Documentation (defined below) (collectively, the "BeyondTrust Products") for use subject to the terms and conditions of the then-current BeyondTrust End User License Agreement (the "EULA"), a copy of which has been provided to Reseller and is available at <http://www.beyondtrust.com/agreements/EULA.pdf> and which may be updated by BeyondTrust from time to time. In the event a potential end user seeks to negotiate the terms and conditions of the EULA, Reseller will direct such end user to BeyondTrust. Reseller may not negotiate or modify any EULA terms and conditions. "Documentation" means the user manuals and other documentation related to the Software and generally made available by BeyondTrust with the Software.

A.1.2 Subject to the restrictions outlined in this Agreement, BeyondTrust hereby grants Reseller a limited license to (i) use the BeyondTrust Product trademarks and logos as necessary to facilitate the marketing, promotion and resale of the BeyondTrust Products pursuant to this Agreement; (ii) distribute the BeyondTrust Products to end user customers executing a EULA as a result of Reseller's activities pursuant to this Agreement ("End Users"); and (iii) incorporate all or any part of the Documentation into Reseller's documentation.

A.1.3 BeyondTrust hereby grants Reseller a limited non-transferable, non-exclusive, non-assignable, revocable right and license to use, for the sole purpose of evaluating and promoting the BeyondTrust Products, and solely at Reseller's sites, a copy of the Software in object code, running in various operating environments and on various platforms as specified in the Documentation. Reseller shall not make copies of, modifications to, decompile, reverse engineer or otherwise attempt to derive code from, or alter the Software, nor attempt to permit a third party to do so. Reseller shall reproduce and apply any copyright, trademark and other notices on any copies of the BeyondTrust Products.

A.2. MARKETING AND TRADEMARKS USAGE

A.2.1 Reseller shall actively market, promote, resell and support the BeyondTrust Products in the Territory. Reseller may disclose its relationship with BeyondTrust with BeyondTrust's prior approval. BeyondTrust may issue a press release regarding this Agreement and may disclose its relationship with Reseller using various media.

A.2.2 BeyondTrust and Reseller shall cooperate with respect to joint marketing announcements, press releases and the market position of the BeyondTrust Products. In addition, the

parties shall cooperate with respect to creating and publishing marketing and sales material and the sharing of prospects and sales opportunities.

A.2.3 Reseller shall prominently display BeyondTrust trademarks and BeyondTrust's logo when deemed necessary to facilitate marketing efforts. Nothing herein shall grant to Reseller any right, title or interest in the BeyondTrust trademarks. At no time during or after the term of this Agreement shall Reseller challenge or assist others to challenge the BeyondTrust trademarks or the registration thereof or attempt to register any trademarks, marks or trade names confusingly similar to the BeyondTrust trademarks.

A.2.4 All representations of the BeyondTrust trademarks that Reseller intends to use shall be submitted to BeyondTrust for approval of design, color, and other details or shall be exact copies of those used by BeyondTrust. If any of the BeyondTrust trademarks are to be used in conjunction with other trademarks on or in relation to a product which is bundled with the Software, as permitted herein, then the BeyondTrust trademarks shall be presented equally legibly, equally prominently, and of equal size as the other(s) but nevertheless separated from the other(s) so that each appears to be a mark in its own right, distinct from the other mark(s).

A.2.5 When using the BeyondTrust trademarks, including logotypes, Reseller shall display the appropriate legend, for example: "BEYONDTRUST is a trademark of BeyondTrust, Inc." Reseller shall also display the appropriate symbol "®" or "©" adjacent to all BeyondTrust proprietary marks as advised by BeyondTrust from time to time.

A.2.6 Reseller agrees to supply BeyondTrust with specimens of use of the BeyondTrust trademarks upon BeyondTrust's request.

A.3. WARRANTY DISCLAIMER

EXCEPT AS EXPRESSLY PROVIDED IN SECTION B.5 AND/OR C.5, AS APPLICABLE, THE BEYONDTRUST PRODUCTS ARE OFFERED "AS IS." BEYONDTRUST GRANTS RESELLER AND RESELLER RECEIVES NO WARRANTY OF ANY KIND, EXPRESS OR IMPLIED OR OTHERWISE. BEYONDTRUST SPECIFICALLY DISCLAIMS ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. BEYONDTRUST DOES NOT WARRANT THAT THE OPERATION OF THE SOFTWARE WILL BE UNINTERRUPTED OR ERROR FREE OR THAT IT WILL FUNCTION OR OPERATE IN CONJUNCTION WITH ANY OTHER PRODUCT, SOFTWARE OR HARDWARE, OR THAT IT WILL NOT CAUSE ANY LOSS OR CORRUPTION OF DATA.

A.4. CONFIDENTIAL INFORMATION

A.4.1 Each party (a "Receiving Party") understands that during the course of the Agreement the other party (the "Disclosing Party") may disclose information of a confidential nature including, without limitation, data, End User information,

financial information, the BeyondTrust Products, product information, pricing, software, specifications, research and development and proprietary algorithms or other materials that are (a) clearly and conspicuously marked as “confidential” or with a similar designation or (b) disclosed in a manner in which the Disclosing Party reasonably communicated, or the Receiving Party should reasonably have understood under the circumstances, that the disclosure should be treated as confidential, whether or not the specific designation “confidential” or any similar designation is used (“Confidential Information”). The terms and conditions of this Agreement also constitute Confidential Information of each party.

A.4.2 Non-Disclosure Obligations. The Receiving Party agrees, for itself and its agents and employees, that it will not publish, disclose or otherwise divulge or use for its own purposes (other than as expressly permitted under this Agreement) any Confidential Information of the Disclosing Party without the prior written approval of the Disclosing Party in each instance. Each party will use at least the same level of care to maintain the Confidential Information of the other party as it uses to maintain the confidentiality of its own non-public information, and in no event less than a reasonable degree of care.

A.4.3 Exclusions. The foregoing obligations shall not extend to any information to the extent that the Receiving Party can demonstrate that such information (i) was at the time of disclosure or, to the extent that such information thereafter becomes through no fault of the Receiving Party, a part of the public domain by publication or otherwise; (ii) was already properly and lawfully in the Receiving Party’s possession free from any obligation of confidentiality at the time it was received from the Disclosing Party, (iii) was lawfully received by the Receiving Party from a third party who was under no obligation of confidentiality to the Disclosing Party with respect thereto, or (iv) was independently developed by the Receiving Party or its independent contractors who did not have access to the Disclosing Party’s Confidential Information. In the event that the Receiving Party is required to disclose Confidential Information in accordance with a judicial or governmental order or requirement, the Receiving Party shall promptly notify the Disclosing Party in order to allow such party to contest the order or requirement or seek confidential treatment for such information.

A.4.4 Cooperation. In the event Reseller becomes aware of a breach of any BeyondTrust agreement (including the EULA) Reseller shall alert BeyondTrust immediately and will cooperate with BeyondTrust as requested in order to protect BeyondTrust’s rights and interests.

A.5. INDEMNIFICATION

A.5.1 Indemnities. BeyondTrust agrees to defend and hold Reseller harmless from and against any third-party claim, action or proceeding (a “Claim”) that the BeyondTrust Products as made available to Reseller by BeyondTrust infringe any United States patent, copyright or trademark. Reseller shall indemnify and hold Company harmless for all claims, costs, liabilities, damages and judgments (including reasonable attorneys’ fees) arising out of Reseller’s acts or omissions inconsistent with the terms of this Agreement and from any Claim arising from or in connection with any breach of this Agreement by Reseller.

A.5.2 Procedure. The party requesting indemnification hereunder (the “Indemnified Party”) will (i) provide the other party (the “Indemnifying Party”) with prompt notice of any such Claim (provided, however, that failure to do so shall not relieve

the Indemnifying Party of its indemnification obligations hereunder except to the extent of any material prejudice to the Indemnifying Party as a direct result of such failure); (ii) permit the Indemnifying Party to assume and control the defense of such action upon the Indemnifying Party’s written notice to the Indemnified Party of its intention to indemnify; and (iii) upon the Indemnifying Party’s written request, provide to the Indemnifying Party all available information and assistance reasonably necessary for the Indemnifying Party to defend such Claim. The Indemnified Party shall have the right, at its sole cost and expense, to participate in the defense and settlement of any such Claim with counsel of its choice. Notwithstanding the foregoing, BeyondTrust shall have no obligation to Reseller to the extent that any Claim arises from (a) Reseller’s use of the BeyondTrust Products in contravention of this Agreement or the Documentation; (b) the combination or use of the BeyondTrust Products with any other services, technology, content or material that were neither (x) provided by BeyondTrust, nor (y) specified by BeyondTrust for use with the BeyondTrust Products as contemplated by this Agreement; (c) modification of the BeyondTrust Products; or (d) Reseller’s use of the BeyondTrust Products after Reseller reasonably could have implemented a non-infringing alternative pursuant to Section A.5.3 (ii) or (iii) below.

A.5.3 Right to Ameliorate Damages. In the event that a court of competent jurisdiction determines or in the event that BeyondTrust, in its sole discretion, reasonably determines, that the BeyondTrust Products, or any portion thereof, infringes or misappropriates, or may infringe or misappropriate, any third-party intellectual property right, BeyondTrust shall, as Reseller’s sole and exclusive remedy (but without limitation of BeyondTrust’s indemnification obligations under Section A.5.1), and at BeyondTrust’s sole discretion, either: (i) obtain a license, at reasonable cost, for Reseller to continue using the BeyondTrust Products, or portion thereof; (ii) modify the BeyondTrust Products while retaining substantively equivalent functionality; (iii) replace the affected BeyondTrust Products with functionally equivalent software or services; or (iv) terminate the affected license in whole or in part (in which event, Reseller shall immediately terminate use of such BeyondTrust Products and the provisions of Section A.7.4 will apply).

A.6. LIMITATION OF LIABILITY

A.6.1 NO CONSEQUENTIAL DAMAGES. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, BEYONDTTRUST AND ITS LICENSORS WILL NOT BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES (INCLUDING FOR THE INDIRECT LOSS OF PROFIT, REVENUE OR CONTENT) ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, HOWEVER CAUSED, AND UNDER WHATEVER CAUSE OF ACTION OR THEORY OF LIABILITY BROUGHT (INCLUDING UNDER ANY CONTRACT, NEGLIGENCE OR OTHER TORT THEORY OF LIABILITY) EVEN IF BEYONDTTRUST HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

A.6.2 LIMITATION OF DAMAGES. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, BEYONDTTRUST’S AND ITS LICENSORS’ CUMULATIVE, AGGREGATE LIABILITY TO RESELLER OR ANY OTHER PARTY FOR ANY DAMAGES SHALL NOT EXCEED THE FEES RECEIVED BY BEYONDTTRUST DURING THE 12 MONTHS PRECEDING THE CLAIM FOR THE SOFTWARE OR SERVICES GIVING RISE TO SUCH LIABILITY.

A.7. TERMINATION

A.7.1 Term. The term of this Agreement shall commence on the Effective Date and shall continue for a period of one (1) year ("Initial Term"). After the Initial Term, this Agreement shall be automatically renewed for consecutive one (1) year terms unless either party provides the other party with written notice of its non-renewal of this Agreement at least sixty (60) days before the expiration of the then-current term.

A.7.2 Termination for Cause. In addition to all other legal and equitable rights and remedies which may be otherwise provided in this Agreement or by law, either party may terminate this Agreement for cause immediately by giving written notice to the other of its election to do so in the event the other party either: (i) ceases conducting business in the normal course (excepting however, any assignments of this Agreement which are permitted under Section A.8.3), becomes insolvent, or bankrupt, makes a general assignment for the benefit of creditors, becomes generally unable to pay its debts as they become due, suffers or permits the appointment of a receiver for its business or assets, commences a workout agreement with creditors or become subject to any proceeding under any statute of any governing authority relating to insolvency or the protection of rights or creditors; or (ii) breaches any representation or warranty made to the other party in this Agreement or failure to perform any obligation required to be performed by it under this Agreement for thirty (30) days after receipt of notice by the other party of such failure (or if such failure to perform is not reasonably susceptible to cure within thirty (30) days, the defaulting party agrees to diligently continue in its efforts to cure the default until the default is cured).

A.7.3 Termination Without Cause. Either party may terminate this Agreement without cause upon sixty (60) days prior written notice to the other.

A.7.4 Effect of Termination.

A.7.4.1 Upon termination or expiration of the Agreement for any reason, Reseller shall cease all marketing, promotion and resale activities under this Agreement. Reseller shall immediately cease displaying, advertising, and using the BeyondTrust trademarks, and shall not thereafter use, advertise or display any name, mark, or logo or any part thereof which is the same as or confusingly similar to any of the BeyondTrust trademarks.

A.7.4.2 Upon termination or expiration of the Agreement for any reason, Reseller (i) may retain and use one (1) copy of the Software for so long as necessary to fulfill any Level 1 Support obligations to existing End Users at the time of termination and for the duration of the support period in place at the time of expiration or termination; (ii) will cooperate with BeyondTrust and provide reasonable assistance in transitioning all existing End User Level 1 Support to BeyondTrust upon expiration of the then outstanding support period; and (iii) will provide all End User information to BeyondTrust as requested in a timely manner.

A.7.4.3 In the event of termination without cause under Section A.7.3, any existing purchase orders shall be submitted and fulfilled and all outstanding amounts due and payable shall be paid in accordance with the payment terms set forth herein.

A.7.4.4 Any outstanding amounts due from Reseller shall remain due and owing to BeyondTrust following any termination or expiration of this Agreement for any reason.

A.7.4.5 Termination shall not affect sublicenses properly

granted by Reseller in good faith and for consideration prior to Reseller to receiving notice of termination.

A.7.4.6 Upon the expiration or termination of this Agreement for any reason, the parties' rights and obligations under the following sections shall survive: Sections A.3 - A.6, A.7.4, A.8, B.3, C.3, and C.6.

A.8. MISCELLANEOUS

A.8.1 Costs. Except as expressly agreed upon by the parties, each party shall bear its own costs in connection with performance under this Agreement.

A.8.2 Notices. All notices given under this Agreement will be in writing and must be served by personal service or sent by overnight courier or certified mail at the addresses of the receiving party set forth in the introductory paragraph of this Agreement, or at such different address as may be designated by such party by written notice to the other party.

A.8.3 Assignment. This Agreement shall be binding upon and inure to the benefit of the parties' respective successors and permitted assigns. This Agreement may not be assigned by Reseller without prior written permission from BeyondTrust, which permission may be withheld in BeyondTrust's sole discretion. Any attempt by Reseller to assign any right or to delegate any duty or obligation that arises from this Agreement, without such permission will be void and of no force or effect. BeyondTrust may freely assign this Agreement in the event of a sale of a significant portion of its stock or assets or a consolidation, corporate reorganization, acquisition or merger of its business.

A.8.4 No Third Party Beneficiaries. It is understood and agreed that the benefits granted to Reseller under this Agreement are not granted to Reseller's subsidiaries and affiliated companies and that there are no third party beneficiaries to this Agreement.

A.8.5 Relationship of the Parties. The parties are independent contractors and nothing under this Agreement shall be construed to make them partners or joint ventures. No agency relationship between Reseller and BeyondTrust is created by this Agreement. Neither party shall represent itself as an agent or representative of the other, without express, prior written permission.

A.8.6 Entire Agreement; Waiver. This Agreement sets forth the entire agreement between the parties and supersedes any prior or contemporaneous agreement, whether written or oral. No waiver, supplement, amendment or modification of any right, remedy or other term under this Agreement shall be effective unless in writing and signed by the party against whom enforcement is sought.

A.8.7 Headings. The titles given to the paragraphs in this Agreement are inserted only for convenience and are in no way to be construed as part of this Agreement or as a limitation of the scope of the particular paragraph to which the title refers.

A.8.8 Severability. If one or more of the provisions of this Agreement for any reason shall be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of this Agreement and this Agreement shall be construed as if such invalid, illegal or unenforceable provisions had never been contained in this Agreement.

A.8.9 Export Control. The BeyondTrust Products contain technology that is subject to U. S. export controls administered by the U.S. Department of Commerce, the U. S. Department of Treasury Office of Foreign Assets Control, the U.S. Export Administration and other U.S. agencies, including, without limitation, U.S. Export Administration Regulations, 15 C.F.R. Parts 730 774 and Council Regulation (EC) No. 1334/2000. Reseller agrees to comply with all applicable United States and foreign export, re-export and import control laws and regulations with respect to the BeyondTrust Products, including without limitation the US Department of Commerce's Export Administration Regulations, the US Treasury Department's trade and economic sanctions regulations, the U.S. Foreign Corrupt Practices Act of 1977 ("FCPA") and the US Department of State's International Traffic in Arms Regulations. Reseller acknowledges and agrees that the BeyondTrust Products shall not be used, and none of the underlying technology may be transferred or otherwise exported or re-exported to countries as to which the United States maintains an embargo. Reseller agrees to indemnify and hold BeyondTrust harmless from any breach of any such laws and regulations stated herein, including, but not limited to, penalties, fines, and reasonable attorneys' fees and legal costs.

A.8.10 Governing Law. This Agreement shall be governed and construed under the laws of the State of California in the United States of America, excluding that body of law known as Conflict of Laws. The parties hereby agree that the United Nations Convention on the International Sale of Goods and the Uniform Computer Transactions Act will not apply to this transaction. The official language of this Agreement is English and all notices, correspondence and proceedings related to this Agreement shall be in the English language. Any action or proceeding arising out of or relating to this Agreement shall be resolved in the County of Orange, California, USA.

B. TERMS APPLICABLE TO RESALE THROUGH A DISTRIBUTOR.

The terms and conditions in this Section B apply when Reseller purchases BeyondTrust Products through a Distributor for resale to an End User.

B.1. LICENSE. Subject to the terms and conditions of this Agreement, BeyondTrust hereby grants Reseller, during the term of the Agreement, a non-exclusive, non-transferrable, non-assignable, non-sublicensable license to market, promote, and resell licenses to use the BeyondTrust Products as a reseller through a Distributor. The territory and scope of BeyondTrust Products available for resale shall be as agreed between Reseller and the Distributor, but at no time may exceed the territory and scope permitted by BeyondTrust in its agreement with the Distributor.

B.2. ORDERS. Reseller shall place orders for BeyondTrust Products through a Distributor and not directly through BeyondTrust. Order fulfillment will be through the Distributor.

B.3. FEES AND PAYMENT. Fees payable by Reseller for the BeyondTrust Products shall be as agreed between Reseller and the Distributor and paid by Reseller to the Distributor.

B.4. MAINTENANCE AND SUPPORT.

A sale pursuant to this Section B does not impose upon Reseller or BeyondTrust any obligation to provide maintenance or support for the BeyondTrust Products. Any support and Maintenance obligations on sales made through a Distributor are subject to separate written agreement.

B.5. WARRANTY.

BeyondTrust warrants to Reseller that it has the right to enter into this Agreement.

C. TERMS APPLICABLE TO RESALE THROUGH BEYONDTUST.

The terms and conditions in this Section C apply when Reseller acquires BeyondTrust Products or services directly from BeyondTrust for resale to an End User.

C.1. LICENSE. Subject to the terms and conditions of this Agreement, BeyondTrust hereby grants Reseller, during the term of the Agreement, a non-exclusive, non-transferrable, non-assignable, non-sublicensable license to market, promote, and resell licenses to use the "BeyondTrust Products" to End Users within the Territory defined in Exhibit A, and to provide services associated therewith as permitted under this Agreement.

C.2. ORDERS

C.2.1 Order Placement. Reseller shall place orders for BeyondTrust Products by executing BeyondTrust's Software License Quote or by submitted a purchase order (either, an "Order") which shall reference this Agreement and include (i) the End User's name and address; (ii) the Resellers purchaser's name and address; (iii) the applicable BeyondTrust Product or service; (iv) the applicable quantities; (v) the applicable fees to be paid by Reseller to BeyondTrust pursuant to the Order; and (vi) the shipping address and method of shipment. The only terms on Reseller's purchase order which shall have legally-binding effect are those identified in (i)-(vi) above. All other terms and conditions on Reseller's purchase orders are hereby expressly disclaimed. Only the terms and conditions of this Agreement shall control an Order, whether or not this Agreement is referenced on the Order.

C.2.2 Order Fulfillment. Upon acceptable of an Order from Reseller, BeyondTrust will provide a key for the End User.

C.2.3 Professional Services Orders. Reseller acknowledges and will notify End Users who purchase BeyondTrust professional services that any such services purchased which are not utilized within 180 days of the purchase date automatically expire without right of refund.

C.3. FEES AND PAYMENT

C.3.1 Fees. Fees for the BeyondTrust Products shall be as set forth in BeyondTrust's then-current Price Book, less any discounts identified in Exhibit A. BeyondTrust may with thirty (30) days prior notice to Reseller revise the pricing and products under this Agreement.

C.3.2 Payment. Reseller agrees to pay to BeyondTrust all fees due hereunder in full via check (drawn on a US bank) or wire transfer direct to BeyondTrust's bank within thirty (30) days from the date of each invoice. Any undisputed amounts remaining unpaid following the payment due date, and all disputed payments that are paid following the resolution of such dispute, shall bear interest accruing from the original payment due date through the date that such amounts are paid at the lower interest rate of (a) one and one half percent (1.5%) per month and (b) the highest interest rate allowed by law. For the avoidance of doubt, Reseller is solely responsible for any taxes, fees, duties and governmental assessments (except for taxes based on BeyondTrust's net income) that are imposed or become due in connection with the subject matter of this Agreement.

C.4. MAINTENANCE AND SUPPORT

C.4.1 End User Support. Reseller shall at its own expense provide to End Users telephone hot-line support, Software error corrections, and workmanship defect corrections and/or replacements ("Level 1 Support") as further described in Exhibit B, and shall be the End User's first line of contact for any maintenance support issues for the first twelve (12) months after delivery of the Software by BeyondTrust, or for such other longer period of twelve month increments as may be agreed upon by Reseller and the End User. BeyondTrust shall have no obligation to provide support to End Users except as may be set forth in a separate written agreement between BeyondTrust and the End User.

C.4.2 Reseller Support. BeyondTrust shall designate at least one (1) person to technically support the Software as described in Exhibit B. BeyondTrust will provide to Reseller, solely for Reseller's use in maintaining the Software, functional enhancements, performance improvements, error corrections, and upgrades ("Updates") for the Software free of charge if and when BeyondTrust makes such generally available to maintenance customers for the applicable software. BeyondTrust has no obligation to otherwise provide Updates under this Agreement. BeyondTrust shall have no obligation to support any Software release beyond six (6) months after BeyondTrust releases the next version of that Software. All Updates shall become part of the Software.

C.5. WARRANTY

C.5.1 Warranty. BeyondTrust warrants to Reseller that (i) the BeyondTrust Products will not contain or transmit any computer code or other technology specifically designed to disrupt, disable, harm, or otherwise impede in any manner, any other software, hardware, computer system or network (sometimes referred to as "malware," "viruses" or "worms"); (ii) the media, if any, upon which the Software is shipped is and will be free from defects in materials and workmanship under normal use; and (iii) any services performed by BeyondTrust pursuant to this Agreement (the "Services") will be performed in a good and workmanlike manner by appropriately qualified and trained personnel. For the avoidance of doubt, a key limiting use of the Software to the scope of license granted shall not be deemed to be a breach of warranty. If the Software, the media or the Services (as applicable) fails to fulfill or is not in compliance with one or more of the warranties set forth in this Section, then Reseller shall inform BeyondTrust in writing and

provide to BeyondTrust such information and materials as BeyondTrust may reasonably request to document and reproduce such noncompliance. Such information may include, if and to the extent applicable, a written explanation of the problem with the Software, the media, the Services, or other noncompliance, as applicable, and a written description of the operating environment. As Reseller's sole and exclusive remedy, BeyondTrust shall, as applicable, modify the Software, replace the Software with other software offering comparable functionality, replace the defective Media or re-perform the Services, in each case as may be necessary to cause the Software, the media or the Services (as applicable) to comply with the warranties set forth in this Section. BeyondTrust shall have no responsibility for non-conformities of the Software that result from: (a) Reseller's or an End User's failure to implement any Update; (b) changes to the operating system or environment which materially adversely affect the Software; (c) any alterations of or additions to the Software performed by parties other than BeyondTrust (d) use of the Software in a manner for which it was not designed; (e) accident, negligence, or misuse of the Software; and/or (f) combination of the Software with other products not supplied by BeyondTrust or for which the Software was not designed.

C.6. INSPECTION OF RECORDS

During the term of the Agreement and for five years thereafter, Reseller shall maintain and make available to BeyondTrust upon fifteen days' prior written notice from BeyondTrust, records sufficient to permit a qualified independent auditor to verify the payments due pursuant to this Agreement. Such an audit will be conducted during Reseller's normal business hours and will not unreasonably interfere with Reseller's normal business routine and, provided that such an audit does not find any discrepancies, shall not occur more than one time in any 12-month period. The independent auditor shall sign a non-disclosure agreement before gaining access to Reseller's records. If an audit reveals a difference in excess of two percent (2%) between the amount owed and the amount actually paid with respect to any calendar quarter, then (without limiting any other remedy to which BeyondTrust may be entitled under this Agreement, at law or at equity) Reseller shall reimburse BeyondTrust for the expense of such audit and bring the payments current within thirty (30) days. Any past due payments revealed by such audit shall accrue interest at the lesser of one and one half percent (1.5%) per month or the maximum rate permitted by law, from the time when such payments become due. Reseller's records shall be deemed confidential information under Section A.4.1 above.

[SIGNATURE PAGE TO FOLLOW]

The parties have caused this Agreement to be executed by their duly authorized representatives as of the Effective Date.

Reseller

BeyondTrust Software, Inc.

Signed: _____

Signed: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Exhibit A Products, Territory and Discounts

I. Software. The Software under the Agreement consists of all generally available BeyondTrust products as indicated at: <http://www.beyondtrust.com/Beyond-Trust-Products>, as may be updated by BeyondTrust from time to time.

II. Territory. Reseller may resell the Software under this Agreement in [REDACTED].

III. Discounts and Partner Requirements. Reseller's discounts and requirements when purchasing directly from BeyondTrust are as indicated below and based on partner level. Reseller must complete sales training within the framework determined by BeyondTrust. All discounts are based off of BeyondTrust's then-current published list price. The Deal Registration Discounts are in addition to the Base Discount when the deal registration requirements identified in Section IV below are met. Notwithstanding anything to the contrary, discounts on hardware may never exceed a total of 5%. Discounts available for subscription licenses sold by Reseller will be at the applicable Maintenance Renewal discount shown.

		Discounts				
		Product	First Year Maintenance	Hardware	Professional Services	Maintenance Renewal
<input type="checkbox"/>	Silver Partner	Base Discount	5%	5%	0%	2.5%
		Additional Deal Registration Discount	10%	10%	2.5%	5%
		Partner Requirements				
		Number of marketing events required each year to stimulate purchases of BeyondTrust Products				
		Minimum annual net sales revenue to BeyondTrust				
		Minimum quarterly net sales revenue to BeyondTrust				
<input type="checkbox"/>	Gold Partner					
		Base Discount	5%	5%	0%	2.50%
		Additional Deal Registration Discount	20%	20%	5%	2.50%
		Partner Requirements				
		Number of marketing events required each year to stimulate purchases of BeyondTrust Products				
		Minimum annual net sales revenue to BeyondTrust				
<input type="checkbox"/>	Platinum Partner					
		Base Discount	5%	5%	0%	2.5%
		Additional Deal Registration Discount	25%	25%	7.5%	2.5%
		Partner Requirements				
		Number of marketing events required each year to stimulate purchases of BeyondTrust Products				
		Minimum annual net sales revenue to BeyondTrust				

IV. Deal Registration Requirements. Deal registration discounts are available for new opportunities registered by Distributor via BeyondTrust's partner portal or website and accepted by BeyondTrust.

- V. Embargoed countries.** The Software contains technology that is subject to U. S. export controls administered by the U.S. Department of Commerce, the U. S. Department of Treasury Office of Foreign Assets Control, the U.S. Export Administration and other U.S. agencies, including, without limitation, U.S. Export Administration Regulations, 15 C.F.R. Parts 730 774 and Council Regulation (EC) No. 1334/2000. Reseller acknowledges and agrees that the BeyondTrust Products shall not be used, and none of the underlying technology may be transferred or otherwise exported or re-exported to countries as to which the United States maintains an embargo.

Exhibit B

Maintenance and Support

I. End User Support. Reseller will provide Level 1 Support to End Users as described in Section 4.C of the Agreement. Level 1 Support means that Reseller will be the first line of contact and provide first level support for End Users, including:

1. Providing all product installation, implementation and usage queries of the End Users.
2. Promptly ascertaining and confirming whether an End User query of possible product problem(s) is caused by third party products not provided by BeyondTrust.
3. Promptly collecting and remitting to BeyondTrust any and all necessary End User queries and supporting information that indicate possible product errors.

II. Reseller Support. BeyondTrust will provide support to Reseller as described in the Agreement and pursuant to the following escalation schedule.

1. Escalation Step One. Reseller will have priority access to BeyondTrust's support center and level two support line for initial resolution action on End User issues which Reseller's sufficiently trained technical support engineers are unable to resolve after a good faith effort. Technical Support contact information is as follows:

A. PowerBroker Product Support.

Technical Support Line, within Continental US: 1.800.234.9072
Technical Support Line, outside Continental US: 1.818.575.4040
PowerBroker Servers Unix+Linux support: pb-support@beyondtrust.com
PowerBroker Servers Edition: pbse-support@beyondtrust.com
PowerBroker Password Safe: pbps-support@beyondtrust.com
PowerBroker Identity Services support: pbis-support@beyondtrust.com
PowerBroker Desktop Windows support: pbw-support@beyondtrust.com
PowerBroker Database support: pbdb-support@beyondtrust.com
PowerBroker PowerPassword: pp-support@beyondtrust.com

B. Vulnerability Management Product Support.

<http://www.beyondtrust.com/Resources/Support/>
Technical Support Line (requires an access code)
Standard or Platinum Support within Continental US: 1.949.333.1997 or 1.866.529.2201
Standard Support outside Continental US: 1.949.333.1995
Platinum Support outside Continental US: 1.949.333.1996

2. Escalations Step Two. In the event that BeyondTrust's initial resolution action does not provide an adequate workaround, and the End-User is using supported BeyondTrust Product(s) in a supported software environment and on supported hardware, the BeyondTrust Technical Support staff will escalate the End User issue to the BeyondTrust Manager of Technical Support if:

- The End User escalates the issue internally; or
- The End User states that adequate service is not being provided by either Reseller or BeyondTrust

3. Escalation Step Three. In the event Escalation Step Two does not provide an adequate work around within five (5) business days, the BeyondTrust Manager of Technical Support will escalate the End User issue to the BeyondTrust VP of Technology, if:

- The End User's business is significantly impacted
- The Software is down for twenty-four (24) hours if End-User is a 24x7 operation; or
- The End User's chief technology officer or another senior executive requests the issue be escalated to BeyondTrust executive staff