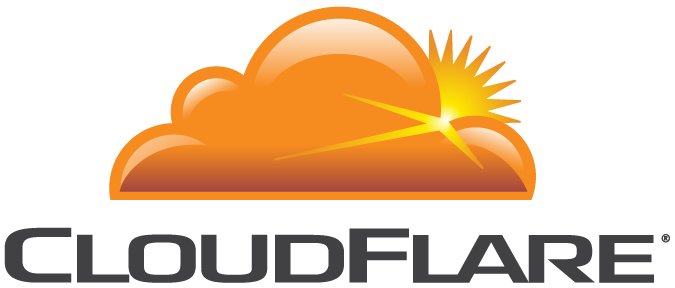
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**RESELLER AGREEMENT**

(Enterprise Subscriptions)

**THIS RESELLER AGREEMENT** (this **“Agreement”**) is made and entered into as of this \_\_\_\_\_ day of \_\_\_\_\_\_, 2018 (**“Effective Date”**), by and between **Cloudflare, Inc.,** a Delaware corporation with its principal place of business at 101 Townsend Street, San Francisco, CA 94107 (**“Cloudflare”**), and **\_\_\_\_\_\_\_\_\_\_\_\_,** a \_\_\_\_ corporation with its principal place of business at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (**“Reseller”**). Each of Cloudflare and Reseller may be referred to as a **“Party**,**”** and together, as the **“Parties.”**

1. **DEFINITIONS.** The following capitalized terms shall have the meanings ascribed to them below.
   1. **“Cloudflare Marks”** means Cloudflare’s proprietary trademarks, service marks, and logos.
   2. **“Cloudflare TOS”** means, collectively: (i) Cloudflare’s then-current standard terms of service for Enterprise Subscriptions to the Services (currently located at [https://www.Cloudflare.com/\_\_xesa/](https://www.cloudflare.com/__xesa/), and including, without limitation, the then-current standard service level agreement and support terms for Enterprise Subscriptions), and (ii) Cloudflare’s then-current security and privacy policy (located at [https://www.Cloudflare.com/security-policy/](https://www.cloudflare.com/security-policy/)), as such terms may be updated by Cloudflare from time to time at its discretion.
   3. **“Documentation”** means user manuals, documentation, and other supporting materials relating to the use or operation of the Services that are currently maintained by Cloudflare and generally provided to its customers.
   4. **“End Customer”** means a customer who intends to use the Services for its own internal business purposes, and not for further resale.
   5. **“Intellectual Property Rights”** means any and all now known or hereafter existing (a) rights associated with works of authorship, including copyrights, mask work rights, and moral rights; (b) trademark or service mark rights (c) trade secret rights; (d) patents, patent rights, and industrial property rights; (e) layout design rights, design rights, and other proprietary rights of every kind and nature other than trademarks, service marks, trade dress, and similar rights; and (f) all registrations, applications, renewals, extensions, or reissues of the foregoing, in each case in any jurisdiction throughout the world.
   6. **“Service Date”** means the date that the Services are first made available to the End Customer for use.
   7. **“Services”** means Cloudflare’s web performance and security services described inExhibit A, as such Services may be updated from time to time at Cloudflare’s discretion.
   8. **“Subscriptions”** are annual or multi-year subscriptions to the Enterprise version of the Services, as more fully described in Exhibit A.
   9. **“Subscription Term”** means the initial term of an End Customer’s Subscription to the Services, along with any renewal terms.
   10. **“Term”** has the meaning ascribed to it in Section 8.1.
   11. **“Territory”** means worldwide.
2. **Appointment as Reseller.**
   1. **Appointment.** Subject to the terms and conditions of this Agreement, Cloudflare hereby appoints Reseller during the Term as a non-exclusive reseller of Subscriptions for the Services, solely to End Customers in the Territory. The parties acknowledge that this is a non-exclusive relationship, and that Cloudflare reserves the right to market, sell, provide and/or distribute the Services (including, without limitation, Subscriptions to the Services) directly or indirectly to any third party without liability or restriction. Cloudflare may modify, add to, or delete from the Services offerings described in Exhibit A from time to time, in its sole discretion, upon thirty (30) days notice to Reseller, and the Exhibit as modified will become a part of this Agreement.
   2. **Restrictions.** Reseller acknowledges that portions of the Services contain trade secrets of Cloudflare and its licensors, and, in order to protect such trade secrets, Reseller agrees that it will not, nor permit any third party to: (i) reverse engineer, decompile, or disassemble the Services, or any part of them; (ii) modify the Services, or any Documentation; (iii) distribute, sell, sublicense or otherwise transfer or provide access to the Services to any third party, other than as expressly permitted by this Agreement; (iv) remove, amend, obscure, or modify any product markings or proprietary rights notices of Cloudflare or its licensors appearing on the Services or Documentation; or (v) “white label” the Services, or present the Services in any way which either obscures the fact that Cloudflare is the owner and provider of the Services, or which could lead an End Customer to believe that a party other than Cloudflare is the owner or provider of the Services (for the sake of clarity, the foregoing will not restrict Reseller from using “Powered by Cloudflare”, or other similar attribution for the Services, as secondary branding). Reseller acknowledges that Cloudflare owns all right, title, and interest in the Services, and all Intellectual Property Rights therein. Cloudflare and its licensors reserve all rights and licenses in and to the Services not expressly granted to Reseller under this Agreement.
3. **Order Process**
   1. **Registration; Pricing**. Before reselling a Subscription to an End Customer, Reseller must first register the opportunity, and obtain Cloudflare’s acceptance. To register the opportunity, Reseller must complete the registration form attached hereto as Exhibit C, or such other form as Cloudflare may provide from time to time (each, a **“Registration”**). Cloudflare will have the option to accept or reject each Registration at its sole discretion. Promptly following Cloudflare’s acceptance of the Registration, Cloudflare will provide a price quote to Reseller for that particular Subscription, based on a set of inputs provided by the Reseller. Reseller will have ninety (90) days from the date that Cloudflare accepts a given Registration to enter into an End Customer Agreement (as defined below). Upon grant of deal registration by Cloudflare, Reseller shall coordinate a meeting between Cloudflare and potential End Customer within thirty (30) days. The Registration will expire if Reseller has not entered into an End Customer Agreement within that time. In the event of a dispute concerning a particular Registration, Cloudflare will work with Reseller to resolve the dispute fairly and reasonably. Cloudflare reserves the right to make final, reasonable determinations of such disputes. For the sake of clarity, Reseller understands and agrees that existing Cloudflare customers will not be eligible for Registrations, and neither will End Customers who were identified to Cloudflare by any third party prior to Cloudflare’s acceptance of Reseller’s Registration.
   2. **End Customer Agreement**. Once Cloudflare has accepted a Registration, Reseller will be able to enter into an agreement with the End Customer (each, an **“End Customer Agreement”**) to resell the Subscription described in that Registration. Reseller acknowledges and agrees: (i) that Cloudflare only offers the Services for resale under the Cloudflare TOS; (ii) that Reseller is responsible to ensure that each End Customer Agreement is at least as protective of Cloudflare as the Cloudflare TOS; (iii) that Reseller is responsible to ensure that the End Customer complies with the Cloudflare TOS; and (iv) that Reseller is solely responsible to Cloudflare for any breach of the Cloudflare TOS by an End Customer.
   3. **Order Form**. Within two (2) business days of the End Customer’s acceptance of an End Customer Agreement, Reseller will deliver to an executed order form to Cloudflare in the form provided in Exhibit D, or such other form as Cloudflare may provide from time to time (each, an **“Order Form”**), addressed to Cloudflare’s accounts receivable department at [ar@Cloudflare.com](mailto:ar@cloudflare.com) with a copy to [partners@Cloudflare.com](mailto:partners@cloudflare.com). The Order Form allows Cloudflare to track the Services purchased through the End Customer Agreement, and to charge Reseller accordingly. Reseller acknowledges that it will still owe Cloudflare fees for each End Customer Agreement, even if Reseller fails to provide an Order Form to Cloudflare.
   4. **Renewals; Pricing for Renewal Terms**. Each Subscription will continue for the duration of the Subscription Term, and will automatically renew for additional terms of equal length (each, a **“Subscription Renewal Term”**) unless Reseller sends written notice to Cloudflare that it does not wish to renew at least thirty (30) days prior to the expiration of the then-current Subscription Term, specifying: (i) the Reseller’s name; (ii) the End Customer’s email address; and (iii) the website domain(s) for which the End Customer is not renewing the Subscription. Cloudflare may modify the fees payable by Reseller for any existing Subscription at its discretion, upon sixty (60) days notice to Reseller, such modification to take effect on the next Subscription Renewal Term.
4. **Support; End Customer Onboarding** 
   1. **Pre-Sales Support**. Cloudflare will provide to Reseller, at no charge, access to a qualified and experienced sales person, pre-sales engineer, or other appropriate person, to provide Reseller with pre-sales support (in-person or virtually) consisting of, but not limited to, the following: technical qualifications; participation in sales calls and meetings; presentation development; demonstrations; proposal development; RFP submissions; and proof of concepts.
   2. **Support**. Cloudflare will provide support directly to End Customers with Subscriptions, in accordance with the terms of the applicable Cloudflare TOS.
   3. **Reseller Abuse Process**. Reseller agrees to establish and maintain an abuse process that can promptly handle requests from Cloudflare’s abuse team during normal business hours. If Cloudflare receives a valid notice of alleged copyright infringement in accordance with the U.S. Digital Millenium Copyright Act (“DMCA Complaint”) and the notice relates to a URL associated with Resellers’ End Customer, Cloudflare will forward the DMCA Complaint to the Reseller who will forward to the End Customer and the End Customer’s hosting provider. If Cloudflare receives a complaint of abuse (“Abuse Complaint”) that relates to a URL associated with a Reseller’s End Customer, Cloudflare will forward the Abuse Complaint to the Reseller who will forward to the End Customer and the End Customer’s hosting provider.

**4.4. End Customer Onboarding.** Cloudflare will be responsible for the provisioning and onboarding of each End Customer.

1. **Training**
   1. **Sales Training**. Cloudflare may provide written or online training materials for Reseller to use in support of its sales efforts under this Agreement, and may also offer online training sessions for Reseller and its personnel.
   2. **5.2** **Technical Training**. Cloudflare may offer training to appropriate Reseller personnel on how to provide basic support for the Service. To the extent that Cloudflare makes such training available to Reseller, Reseller agrees that a reasonable number of its technical personnel will attend the training.

**5.3** **Cost of Training**. All training described in this Section 5 will be provided to Reseller without charge.

1. **Marketing** 
   1. **Business Practices.** Reseller will: (i) conduct business in a manner that reflects favorably at all times on the Services and the good name, goodwill, and reputation of Cloudflare; (ii) make no false or misleading statements or representations regarding Cloudflare or the Services; and (iii) make no representations, warranties, or guarantees with respect to the specifications, features, or functionality of the Services that are inconsistent with the Cloudflare TOS or the Marketing Materials (as defined below).

* 1. **Marketing Commitments; Publicity.** Reseller may: (i) promote Cloudflare and the Services on a regular basis in Reseller’s newsletters and other marketing materials, in addition to blogs, forum posts, and social media; and (ii) include Cloudflare’s name and logo on appropriate portions of Reseller’s websites, in the context of promoting Reseller’s role as a reseller of Subscriptions for the Services. Reseller may issue press releases upon Cloudflare’s review and approval in each case, and Cloudflare may, at its option, contribute an executive-level quote to any such press release. Cloudflare may also, at its option, include Reseller’s name and logo on the list of partners on Cloudflare’s “partner page”, or other Cloudflare marketing materials.

* 1. **Marketing Collateral**. Cloudflare will make its standard marketing and technical materials for the Services (collectively, the **“Marketing Materials”**) available to Reseller free of charge. Reseller has the right to reproduce and use the Marketing Materials, solely for the purposes of this Agreement. Reseller will not create or distribute any materials using the Marks without Cloudflare’s express prior written consent. Reseller may, at its expense, translate the Marketing Materials into other languages, provided that Reseller: (i) obtains Cloudflare’s written approval of all such translations before using them; and (ii) ensures that all such translations correctly reflect any changes that Cloudflare makes to its Marketing Materials from time to time. Reseller hereby irrevocably assigns and transfers to Cloudflare, and agrees to irrevocably assign and transfer to Cloudflare, all of its right, title and interest in and to all translations Reseller makes of Marketing Materials, including, without limitation, all related copyrights. To the extent enforceable under applicable law, Reseller waives, and agrees that it may not assert, any moral rights that Reseller may have in such translations, including following the termination or expiration of this Agreement.
  2. **Limited Trademark License.** Subject to the terms of this Agreement, Cloudflare hereby grants to Reseller a non-exclusive, non-transferable, royalty-free, and fully-paid license (“**License**”) to use the Marks during the Term, solely in connection with promoting and advertising the Services. Reseller shall use the Marks in the form provided, and in conformance with any guidelines and usage policies provided by Cloudflare (including, without limitation, those set forth at [https://www.Cloudflare.com/trademark/](https://www.cloudflare.com/trademark/)). Reseller: (i) acknowledges Cloudflare’s exclusive ownership of the Marks; (ii) agrees not to take any action inconsistent with such ownership; and (iii) will cooperate in any action (including the conduct of legal proceedings) which Cloudflare deems necessary or desirable to establish or preserve Cloudflare’s rights in and to the Marks. Reseller shall promptly inform Cloudflare of any known or reasonably suspected infringement or misappropriation of the Marks. Reseller shall not adopt, use, or attempt to register any trademarks or trade names that are confusingly similar to Marks, or create combination marks with the Marks. Cloudflare may terminate this License if, in Cloudflare’s reasonable discretion, Reseller’s use of the Marks tarnishes, blurs, or dilutes the quality associated with the Marks or their goodwill, and such use is not cured within five (5) days of notice of such from Cloudflare. Reseller shall provide Cloudflare with samples of proposed uses of the Marks, and shall obtain Cloudflare’s approval of such samples prior to use.
  3. **Relationship Managers.** Each Party will appoint a relationship manager who will serve as such Party’s primary representative for the activities conducted under this Agreement. Relationship Managers will hold monthly calls to review the previous month’s activities, discuss pipeline, explore opportunities, and engage in discussions. Relationship Managers shall make themselves available on a reasonable basis to address day-to-day issues that arise between calls.

1. **FEES AND PAYMENTS** 
   1. **Fees.** For each Subscription ordered by Reseller pursuant to this Agreement, Reseller shall pay to Cloudflare the monthly fees quoted to Reseller on the applicable price quote (collectively, the **“Fees”**), all beginning from the Service Date of the applicable Subscription, and continuing throughout the applicable Subscription Term. To the extent that the Service Date for a particular Subscription is in the middle of a calendar month, the Fees for that month shall be adjusted to reflect a pro-rata payment for the first month.
   2. **Payment Terms.** Cloudflare shall invoice Reseller monthly (or, in the case of annual Subscriptions, annually) in advance for the Fees for each Subscription. Invoices may be sent to the following email or standard address(es): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_. Each such invoice shall be due and payable by Reseller within thirty (30) days, and shall be due and payable to Cloudflare irrespective of whether Reseller has received payment from the End Customer. Cloudflare may, without prejudice to any other rights and remedies under this Agreement, at its option, charge Reseller interest on any past due payments at the rate of one and one-half percent (1.5%) per month, or the maximum legal rate, if less, and to additionally charge all expenses of recovery. Cloudflare shall be entitled, in its sole discretion and without liability, to suspend or discontinue the Services to any End Customer without liability until all past due amounts are paid by Reseller in full.
   3. **Taxes**. Reseller is responsible for all taxes or duties, including, without limitation, sales, use, value-added, royalty, or other withholding taxes imposed by any government entity for Services provisioned to End Customers pursuant to this Agreement, excluding taxes based on Cloudflare’s net income (collectively, the “Taxes”), and, except to the extent that Reseller has provided a valid exemption certificate, Reseller shall promptly pay any and all Taxes associated with this Agreement.
   4. **Reseller Sets Price to End Customers.** Reseller is free to determine the prices it will charge to End Customers for Subscriptions, without consultation with Cloudflare.
2. **TERM AND TERMINATION**
   1. **Term**. This Agreement shall commence on the Effective Date and, unless terminated as provided herein, shall remain in effect for three (3) years from the Effective Date (the “**Initial Term**”). Thereafter, this Agreement shall automatically renew for additional one (1) year terms (each, a “**Renewal Term**”), unless either Party provides written notice of non-renewal at least thirty (30) days in advance of the upcoming renewal. The Initial Term and all Renewal Terms are referred to collectively herein as the “**Term**”.
   2. **Termination**. Either party may terminate this Agreement for its convenience, and without liability, upon ninety (90) days prior written notice to the other party. Either Party may terminate this Agreement immediately, upon written notice: (i) if the other Party breaches any material provision of this Agreement and fails to cure such breach within thirty (30) days after written notice thereof; or (ii) if the other Party terminates or suspends its business, becomes subject to any bankruptcy or insolvency proceeding under federal or state or similar statute that is not dismissed within sixty (60) days, or becomes insolvent or subject to direct control by a trustee, receiver, or similar authority.
   3. **Effect of Termination.** Upon termination or expiration of this Agreement: (i) all of Reseller's rights and licenses granted under this Agreement shall terminate; (ii) Reseller may no longer provision or resell Subscriptions to the Service, nor may Reseller represent itself as a reseller of the Service; and (iii) each Party shall promptly return all copies of Confidential Information (as defined in Section 12) belonging to the other Party. Notwithstanding any termination or expiration of this Agreement, Reseller acknowledges and agrees that it shall continue to be responsible to pay Fees to Cloudflare for all outstanding Subscriptions, until the expiration of all then-current Subscription Terms. Upon the expiration of the then-current Subscription Term for each End Customer, the Services will be terminated, and Reseller will ensure that each such End Customer is given an option to contract for Services directly through Cloudflare.
   4. **No Waiver of Rights**. The termination rights provided herein shall be without prejudice to any other right or remedy available to the terminating Party. Failure to notify the other Party of an alleged breach of this Agreement shall not be considered a waiver of that breach.
   5. **Survival**. The following Sections shall survive the expiration or termination of this Agreement: Sections 1, 2.2, 6.3 (last two sentences), 7.1, 7.2, 7.3, 8.3, 8.4, 8.5, 9.3, and 10 through 13.
3. **Warranties** 
   1. **Mutual Representations and Warranties**. Each Party represents and warrants the following: (a) its execution, delivery and performance of this Agreement have been authorized by all necessary corporate action, and does not violate the terms of any law, regulation, or court order to which such party is subject; and (b) assuming due execution, delivery and performance by each other Party hereto, this Agreement is the valid and binding obligation of such Party, enforceable against such Party in accordance with its terms.
   2. **Reseller Warranties**. Reseller represents and warrants to Cloudflare: (i) that Reseller shall make no representations concerning Cloudflare or the Services to prospective End Customers other than what is contained in the Marketing Materials; (ii) that Reseller shall comply with all laws and regulations applicable to its performance under this Agreement; (iii) that Reseller shall, at its sole expense, obtain and maintain all licenses and governmental approvals which may be necessary to permit its activities under this Agreement; and (iv) that, in carrying out its activities under this Agreement, Reseller and its respective officers, directors, employees and agents have not and will not pay, offer, or promise to pay, or authorize the payment, directly or indirectly, of any money or anything of value to any government official or employee, or to any political party or candidate for political office, for the purpose of influencing any act or decision of such official or of the government to obtain or retain business, or to direct business to any person.
   3. **DISCLAIMER OF WARRANTIES**. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION 9, THE PARTIES MAKE NO OTHER WARRANTIES, EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, WITH RESPECT TO THEIR RESPECTIVE SOFTWARE, WEBSITES, SERVICES OR OTHER MATERIALS, AND EACH PARTY SPECIFICALLY DISCLAIMS THE IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, ACCURACY, NONINFRINGEMENT, FITNESS FOR A PARTICULAR PURPOSE, AND SECURE, ERROR-FREE OR UNINTERRUPTED OPERATIONS.
4. **Indemnification** 
   1. **Indemnification Obligations of Cloudflare**. Cloudflare shall defend or settle, at Cloudflare’s option and expense, any third party claim brought against Reseller to the extent that it is based on an allegation that Reseller’s resale of the Services as permitted under this Agreement misappropriates any trade secret recognized under the Uniform Trade Secrets Act or infringes any other United States Intellectual Property Right (a “**Claim**”), and, subject to Section 11, Cloudflare will pay all damages and costs (including reasonable legal fees) finally awarded by a court of final appeal attributable to such a Claim. Should any portion of the Services become, or in Cloudflare’s opinion are likely to become, the subject of a Claim, Cloudflare may, at Cloudflare’s option and expense, in addition to its obligation to indemnify Reseller pursuant to this Section: (i) procure for Reseller the right to continue reselling the Services; (ii) replace or modify the Services so that they no longer infringe; or (iii) if options (i) or (ii) are not commercially practicable within Cloudflare’s reasonable estimation, terminate this Agreement upon written notice. Notwithstanding any other provision in this Agreement to the contrary, Cloudflare shall have no obligation under this Section or otherwise with respect to any infringement claim based upon: (w) Reseller’s resale of the Services other than in accordance with this Agreement; (x) any modification to the Services made by Reseller (or by any third party for or on behalf of Reseller), if a claim would not have occurred but for such modification; or (y) Reseller’s resale of the Services in combination with any hardware, software or other materials not expressly authorized by Cloudflare (each, an **“Indemnity Exclusion”**). This subsection SETS FORTH CLOUDFLARE’S SOLE AND EXCLUSIVE OBLIGATIONS, AND RESELLER’S sole and exclusive remedIES, WITH RESPECT TO CLAIMS OF infringement OR MISAPPROPRIATION OF THIRD PARTY INTELLECTUAL PROPERTY RIGHTS.
   2. **Indemnification Obligations of Reseller**. Except to the extent that Cloudflare is obliged to indemnify Reseller in Section 10.1 above, Reseller shall defend, indemnify and hold harmless Cloudflare and its affiliates, licensors, suppliers, officers, directors, employees and agents from and against any claims that may arise that are based upon: (i) Reseller’s breach of this Agreement; (ii) Reseller’s negligent acts or omissions in connection with this Agreement; (iii) any representation, warranty, or guarantee made by Reseller to an End Customer regarding the Services that exceed or are inconsistent with the applicable Cloudflare TOS or the Marketing Materials; (iv) any breach of the applicable Cloudflare TOS by an End Customer; (v) any use of the Service by an End Customer; (vi) an Indemnity Exclusion; or (vii) any dispute that arises between Reseller and an End Customer regarding the Services (including, without limitation, any suspension or discontinuation of the Services by Cloudflare pursuant to Section 7.2, above).
   3. **Procedure**. The indemnifying Party’s obligations as set forth above are expressly conditioned upon each of the following: (i) the indemnified Party promptly notifying the indemnifying Party in writing of any threatened or actual claim or suit, provided however that failure to provide such prompt notice shall not release the indemnifying Party from its indemnity obligations except to the extent the indemnifying Party is materially prejudiced thereby; (ii) the indemnifying Party shall have sole control of the defense or settlement of any claim or suit; (iii) the indemnified Party shall cooperate with the indemnifying Party (at the indemnifying Party’s expense) to facilitate the settlement or defense of any claim or suit; and (iv) the indemnifying Party will not settle any claim or suit in a manner which results in an admission of liability by the indemnified Party, without the indemnified Party’s prior written consent.
5. **Limitation Of Liability**

EXCEPT FOR LIABILITIES ARISING OUT OF BREACHES OF SECTIONS 2.2, 9.2, OR 12 OR A PARTY’S OBLIGATIONS UNDER SECTION10, NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY OR TO ANY THIRD PARTY FOR ANY INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES. THIS LIMITATION OF LIABILITY WILL APPLY REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT OR TORT, INCLUDING NEGLIGENCE, OR FOR ANY LOSS OF REVENUE, DATA, OR PROFITS, AND INDEPENDENT OF ANY FAILURE OF ESSENTIAL PURPOSE OF THE WARRANTIES AND REMEDIES PROVIDED HEREUNDER. THIS LIMITATION OF LIABILITY SHALL APPLY WHETHER OR NOT THE OTHER PARTY HAS BEEN APPRISED OF THE POSSIBILITY OF SUCH DAMAGES.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, CLOUDFLARE’S TOTAL CUMULATIVE LIABILITY TO RESELLER OR TO ANY THIRD PARTY UNDER THIS AGREEMENT, FROM ALL CAUSES OF ACTION AND ALL THEORIES OF LIABILITY, WILL BE LIMITED TO AND WILL NOT EXCEED THE AMOUNTS ACTUALLY PAID BY RESELLER TO CLOUDFLARE during the Twelve (12) months immediately preceding the first claim to arise under this Agreement. The existence of one or more claims under this Agreement will not increase Cloudflare’s liability.

1. **Confidentiality** 
   1. **Confidential Information**. For purposes of this Agreement, “Confidential Information” shall mean (i) any information which, if disclosed by the disclosing Party (**“Discloser”**) in tangible form, is conspicuously marked “confidential” at the time of disclosure; (ii) which, if disclosed orally, is clearly designated as confidential at the time of disclosure and is specifically identified in a confirmatory writing sent to the receiving Party (**“Receiver”**) within thirty (30) days following initial disclosure; or (iii) any information which by its nature is confidential and would be judged so under a reasonable standard, or is disclosed, or provided under circumstances reasonably indicating it is confidential or proprietary, regardless of whether the Discloser has marked it as such. Notwithstanding the foregoing, Confidential Information shall not include information that (v) is or becomes generally or publicly known through no fault of the Receiver; (w) is known by the Receiver at the time of disclosure by Discloser; (x) is independently developed by Receiver without access to the Confidential Information; (y) is lawfully obtained by Receiver from a third party who has the right to make such disclosure; or (z) is released for publication by Discloser in writing. For the avoidance of doubt, any source code included in Services shall be treated as Confidential Information of Cloudflare.
   2. **Confidentiality Obligations**. Each Party agrees that during Term, and for a period of three (3) years following the termination or expiration of this Agreement (or, in the case of Confidential Information that consists of trade secrets, during the Term and for a perpetual period thereafter for so long as such information remains a trade secret), each Party shall hold all Confidential Information in strict trust and confidence and shall not disclose or use the same, except to the extent necessary for the performance of this Agreement. Each Party shall take at least those measures that it takes to protect its own confidential information of a similar nature, but in no event less than reasonable care. Each Party shall ensure that its employees and independent contractors who have access to Confidential Information of the other Party: (i) have a need-to-know such information for the purposes of performing under this Agreement; and (ii) have signed a non-use and non-disclosure agreement in content substantially similar to the provisions of this Section, prior to any disclosure of Confidential Information. Notwithstanding the foregoing, the Receiver may disclose Confidential Information of the Discloser without liability to the extent required to comply with applicable law or a court order, provided the Discloser is given adequate notice to attempt to preclude or limit such disclosure.
   3. **Confidentiality of Agreement**. Each Party agrees that the terms and conditions, but not the existence, of this Agreement shall be treated as the other's Confidential Information; *provided, however,* that each Party may disclose the terms and conditions of this Agreement: (i) as required by any court or other governmental body; (ii) as otherwise required by law; (iii) to legal counsel; (iv) in connection with the requirements of an initial public offering or securities filing; (v) in confidence, to accountants, banks, and financing sources and their advisors; (vi) in confidence, in connection with the enforcement of this Agreement or rights under this Agreement; or (vii) in confidence, in connection with a merger or acquisition or proposed merger or acquisition, or the like.
   4. **Injunctive Relief**. Each Party acknowledges that any breach of its obligations with respect to the Confidential Information of the other Party may cause such other Party irreparable injury for which there may be inadequate remedies at law, and such Party will be entitled to seek equitable relief in addition to all other available remedies.
2. **General** 
   1. **Independent Contractors.** The Parties are independent contractors, and at no time will either Party be deemed to be the agent or employee of the other Party. No joint venture, partnership, agency, or other relationship will be created or implied between the Parties as a result of this Agreement. Except as expressly set forth in this Agreement, each Party shall bear full and sole responsibility for its own expenses, liabilities, and costs of operation. Furthermore, neither Party will have the authority to, and will not purport to, enter into any contract on behalf of the other Party, or commit it to any obligation.
   2. **Governing Law; Venue.** This Agreement, and any and all actions arising from or affecting its interpretation, will be governed by, and construed in accordance with, the law of the State of California, without giving effect to any conflicts of laws principles. The Parties agree that the United Nations Convention on Contracts for the International Sale of Goods does not apply to this Agreement. Any legal action or proceeding arising under, related to or connected with this Agreement shall be brought exclusively in the federal (if they have jurisdiction) or state courts located in San Francisco, California, and the Parties irrevocably consent to the personal jurisdiction and venue of such courts.
   3. **Assignment.** Partner may not assign this Agreement (whether by operation of law or otherwise) or delegate its performance under this Agreement to any third party without obtaining Cloudflare’s prior written consent. Any purported transfer, assignment, or delegation in violation of this Section will be null and void and of no force or effect. Subject to the foregoing, this Agreement will bind and inure to the benefit of the Parties’ successors and permitted assigns.
   4. **Force Majeure.** Neither Party shall be liable for any loss or damage as a result of any failure to perform or any delay due to any cause beyond such Party’s reasonable control, including acts of God, fire, theft, accident, earthquake, flood, war, sabotage, slowdown, strikes or other labor difficulties, riot, embargo, government act, regulation, rule, ordinance, or request, or inability to obtain necessary labor, materials, manufacturing facilities, or transportation.
   5. **Compliance with Laws.** Each Party will comply with all applicable federal, state, and local laws, rules, and regulations in performance of its obligations hereunder. Without limiting the foregoing, each Party will comply with all applicable export control laws, rules, and regulations, including the Export Administration Regulations promulgated by the U.S. Department of Commerce. Reseller will indemnify, defend, and hold Cloudflare harmless from and against any claims, liabilities, damages, losses, costs or expenses, including attorneys’ fees, incurred by Cloudflare as a result of any failure by Reseller to comply with all applicable laws (including export laws).
   6. **Notices.** All notices or reports shall be in writing and shall be delivered by personal delivery, email, facsimile, or by certified or registered mail, return receipt requested, and will be deemed given upon personal delivery, five (5) days after deposit in the mail, or upon acknowledgment of receipt of electronic transmission. Notices will be sent to the addresses set forth on the signature page(s) hereto. Either Party may amend its address upon written notice to the other.
   7. **Waivers; Amendment.** No waiver of any terms or conditions of this Agreement will be valid or binding on a Party unless such Party makes the waiver in writing. The failure of one Party to enforce any of the provisions of this Agreement, or the failure to require at any time the performance of the provisions of this Agreement, will in no way be construed to be a present or future waiver of such provisions, nor in any way affect the ability of a Party to enforce each and every provision thereafter. This Agreement may not be altered, amended, modified, or otherwise changed in any way except by a written instrument signed by the authorized representatives of each Party.
   8. **Severability.** If any provision of this Agreement is found or held to be invalid or unenforceable by any tribunal of competent jurisdiction, then the meaning of such provision will be construed, to the extent feasible, so as to render the provision enforceable, and if no feasible interpretation would save such provision, it will be severed from the remainder of this Agreement, which will otherwise remain in full force and effect.
   9. **Construction.** Article and section headings are not to be used to interpret, construe, define, or describe the scope of any aspect of this Agreement. Each Party represents that it has had the opportunity to participate in the preparation of this Agreement, and any rule of construction to the effect that ambiguities are to be resolved against the drafting Party will not be applied in connection with the construction or interpretation of this Agreement. For purposes of this Agreement: (i) “including” means “including but not limited to;” and (ii) “may” describes an act or forbearance which is optional. Unless otherwise expressly stated to the contrary herein, all remedies are cumulative, and the exercise of any express remedy by either Party herein does not by itself waive such Party’s right to exercise its other rights and remedies available at law or in equity.
   10. **Entire Agreement.** This Agreement, including all of its attached exhibits, constitutes the entire agreement and final understanding of the Parties with respect to the subject matter hereof, and supersedes all other negotiations, representations, understandings, discussions, offers, and agreements between the Parties, whether written or oral, express or implied, relating in any way to the subject matter hereof. This Agreement is intended by the Parties to be a complete and wholly integrated expression of their understanding and agreement. The terms of any purchase order, written terms or conditions, or other document submitted to Cloudflare by Reseller which contains terms which are different from, in conflict with, or in addition to the terms of this Agreement are hereby rejected by Cloudflare, and will be void and of no effect.
   11. **Counterparts.** This Agreement may be executed in counterparts, each of which will be considered an original, but all of which together will constitute one and the same instrument.

**IN WITNESS WHEREOF**, the parties have caused this Agreement to be executed by their duly authorized representatives as of the Effective Date.

**Cloudflare, Inc. Partner**

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Name: Name:

Title: Title:

Address: 101 Townsend Street Address:

San Francisco, CA 94107

United States Email:

Email: partners@Cloudflare.com

(for legal notices, with a copy to legal@Cloudflare.com)

**Exhibit A: SERVICES DESCRIPTION**

**A. Enterprise Subscriptions**

Reseller will be entitled to offer the following Subscription plan to its End Customers, with an annual commitment:

|  |  |
| --- | --- |
|  | **Cloudflare Enterprise** |
| **MSRP (USD) Monthly** | Call for custom quote |
| **Number of domains** | Per custom quote |
| **DDoS mitigation** | Full |
| **SSL** | Per custom quote |
| **Web Application Firewall** | Fully customizable |
| **Globally load balanced CDN** | Included |
| **Edge-side code (custom code that runs at Cloudflare’s edge)** | Fully customizable |
| **Web Sockets** | Fully customizable |
| **Wildcard proxy** | DNS and full proxy |
| **Support** | 24/7 phone support; priority email support |
| **SLA** | SLA credits |
| **Account management** | Designated account manager  Designated solutions engineer |
| **Log File access** | 48 hours rolling |

**B. Descriptions**

Complete list of individual feature descriptions for Enterprise Subscriptions are published at [www.Cloudflare.com/plans](http://www.cloudflare.com/plans). Plan names may vary.

**Exhibit B: PRICING**

**A. Enterprise Subscriptions**

Fees for Subscriptions shall be determined on a case-by-case basis, subject to the quoting process described in the Agreement. Fees quoted to Reseller for Subscriptions to End Customers will be quoted at a ten percent (10%) discount off of Cloudflare’s standard pricing. Should Reseller follow the deal registration process outlined in Section 3.1, then Reseller shall be eligible for an additional twenty percent (20%) discount off of Cloudflare’s standard pricing.

**Exhibit C: Registration Form**

To register a Subscription, use the form below indicating Reseller’s name in the comments section:

[***https://www.Cloudflare.com/enterprise-deal-registration/***](https://www.cloudflare.com/enterprise-deal-registration/)

Cloudflare may from time to time change the deal registration form.

**Exhibit D: Order Form**

