

## SABRIX TRUSTED ADVISOR PROGRAM AGREEMENT

SABRIX, INC. ("SABRIX") IS ENTERING INTO THIS SABRIX TRUSTED ADVISOR PROGRAM AGREEMENT ("AGREEMENT") WITH YOU AS AN INDIVIDUAL, COMPANY, OR LEGAL ENTITY ("YOU", "YOUR" OR "YOURSELF") UNDER WHICH YOU WILL BE AUTHORIZED AS A MEMBER OF THE SABRIX TRUSTED ADVISOR PROGRAM ("PROGRAM").

READ THE TERMS AND CONDITIONS OF THIS AGREEMENT CAREFULLY. THIS IS A LEGAL AND ENFORCEABLE CONTRACT BETWEEN YOU AND SABRIX. BY CLICKING ON THE "AGREE" OR "YES" BUTTON OR OTHERWISE INDICATING ASSENT ELECTRONICALLY, OR BY REPRESENTING YOURSELF AS A PROGRAM MEMBER, OR BY REQUESTING OR RECEIVING ANY BENEFITS UNDER THE PROGRAM AND THIS AGREEMENT, YOU AGREE TO THE TERMS AND CONDITIONS OF THIS AGREEMENT. IF YOU DO NOT AGREE TO THESE TERMS AND CONDITIONS, CLICK ON THE "I DO NOT AGREE" OR "NO" BUTTON, OR OTHERWISE INDICATE REFUSAL, LOG OFF THIS WEBSITE, DO NOT REPRESENT YOURSELF AS A SABRIX PARTNER AND DO NOT REQUEST OR ACCEPT PROGRAM BENEFITS.

1. **Introduction.** This Agreement, including the Sabrix Trusted Advisor Program Guide (the "Program Guide"), governs Your membership in the Program. The purpose and intent of this Agreement is to define terms by which You and Sabrix (each a "Party", collectively "Parties") conduct our relationship and fulfill our respective commitments pursuant to the Program as defined in the then-current Program Guide as it may be updated by Sabrix from time to time.

2. **Program Guide.** The Program Guide is located on Sabrix's public website and/or Sabrix's partner portal, (currently available at <https://sabrix.com/partners>). It describes the Program requirements and benefits. The Program Guide is incorporated into this Agreement by this reference; if there is any contradiction between a provision in the Program Guide and this Agreement's terms, the Program Guide will govern.

3. **Program Membership: Requirements.** Sabrix will review your application and determine, in its sole and absolute discretion, whether to appoint You as a non-exclusive member under the Program, at the partnership type set forth in the Program Guide. As a Program member, You must at all times meet the conditions and requirements set forth for Your partnership type as indicated in the Program Guide.

4. **Program Changes.** Sabrix reserves the right to modify at any time the Program Guide, and/or the Program, including any condition, requirement or benefit in accordance with the terms described in the Program Guide.

5. **Payments.** Sabrix will pay You for qualified referrals in accordance with the terms and referral rates set forth in the Program Guide.

6. **Termination: Suspension.** Either Party may terminate this Agreement: (i) upon 5 days' written notice of a material breach of this Agreement if such breach remains uncured at the expiration of such period; (b) if the other party becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors, or (c) at any time following 60 days' written notice of the Party's intent to terminate. Sabrix may suspend Your involvement in the Program or withhold any benefits related to the Program at any time in the event that You are not in compliance with the terms of the Program or this Agreement. Sections 7-12 shall survive termination of this Agreement for any reason.

7. **Ownership.** Neither Party has paid any consideration for the use of the other Party's trademarks, logos, copyrights, trade names or designations, and nothing contained in this Agreement shall give either Party any interest in such. You acknowledge that Sabrix owns and retains all copyrights and other proprietary rights in all Sabrix products, and agree that You will not at any time during or after this Agreement assert or claim any interest in or do anything that may adversely affect the validity or enforceability of any trademark, trade name, copyright or logo belonging to or licensed to Sabrix (including, without limitation, any act, or assistance to any act, which may infringe or lead to the infringement of any proprietary right in Sabrix products, trade names or trademarks).

8. **Confidentiality.** During the term of this Agreement, the Parties may disclose to each other Confidential Information. Confidential Information includes information concerning either party to which the other party is provided access by virtue of this Agreement, which, if disclosed to others, may be competitively detrimental to the disclosing party or its activities hereunder. "Confidential Information" includes, without limitation, source code, technical data, sales information, quantity and kind of software marketed or sold, prices and methods of pricing, marketing techniques and plans, unannounced products, and process information. All Confidential Information shall remain the sole property of the disclosing Party and the receiving Party shall have no

interest in or right to such Confidential Information. Both Parties agree that all Confidential Information will be held in confidence, will not be disseminated or disclosed to any third party and will not be used by the receiving Party for any purpose other than performing its obligations under this Agreement without the express written consent of the disclosing Party. This Section shall not apply to any information or materials: (i) which are rightfully in the public domain at the time of disclosure to the receiving Party or subsequently enter the public domain after disclosure to the receiving Party; (ii) which was in the possession of, or known by, the receiving Party prior to its receipt from the disclosing Party; (iii) which are rightfully disclosed to the receiving Party by another person not in violation of the proprietary or other rights of the disclosing Party, or any other person or entity; (iv) which are independently developed by the receiving Party, or (v) is required to be disclosed by law, provided that the Party required to make such disclosure shall be required to make reasonable efforts, consistent with applicable law, to limit the scope and nature of such required disclosure. The terms and conditions of this Section shall survive the expiration and any termination of this Agreement.

9. **Relationship of Parties.** You understand that notwithstanding the use of the term "partner", You shall remain an independent contractor and that this Agreement in no way creates a partnership, joint venture or alliance between the Parties or any joint liability. You will not have, and will not represent that You have any power, right or authority to bind Sabrix, or to assume or create any obligation or responsibility, express or implied, on behalf of Sabrix or in Sabrix's name.

10. **Indemnification.** You shall indemnify, hold harmless, and, upon Sabrix's request, defend Sabrix against any claims, liabilities, and expenses, including but not limited to court costs and attorney's fees, arising from the acts or omissions of You, Your employees, and agents in connection with this Agreement and your participation in the Program.

11. **LIMITATION OF LIABILITY.** SABRIX SHALL HAVE NO LIABILITY TO YOU OR ANY PERSON UNDER THIS AGREEMENT OR OTHERWISE (I) FOR LOST PROFITS, LOSS OF USE, LOST DATA, LOSS OF GOODWILL, OR (II) FOR ANY INCIDENTAL, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES, OR ANY AND ALL OTHER SIMILAR DAMAGES OR LOSS WHETHER ARISING DIRECTLY OR INDIRECTLY OUT OF THE AGREEMENT EVEN IF SABRIX HAS KNOWLEDGE OF THE LIKELIHOOD OF SUCH DAMAGES. IN NO EVENT SHALL SABRIX'S LIABILITY EXCEED THE TOTAL AMOUNT PAID TO YOU HEREUNDER.

12. **General.** This Agreement supersedes all previous agreements and representations of or on behalf of the parties with respect to the subject matter of this Agreement. Sabrix's failure or delay in exercising any of its rights will not constitute a waiver of such rights unless expressly waived in writing. You may not assign this Agreement without Sabrix's prior written approval. This Agreement shall be governed and interpreted according to the laws of the State of California without regard to its conflicts of law provisions. If a court of law finds any provision of this Agreement unenforceable, the parties agree to replace the offending provision with an enforceable provision that most nearly achieves the intent and economic effect of the unenforceable provision and the remaining provisions of this Agreement will continue in full force and effect to the maximum extent permissible without being impaired or invalidated in any way. Any notice provided under this Agreement by You must be in writing and will be deemed given upon the earlier of actual receipt or ten (10) days after being sent by first-class mail, return receipt requested, to the attention of Partner Manager, Sabrix, Inc., 12647 Alcosta Boulevard, Suite 155, San Ramon, CA. 94583. Any notice provided by Sabrix under this Agreement, including changes to the Program Guide, may be furnished via post, email, fax or by publication on Sabrix's partner website (including through the partner portal).