MASTER RESELLER AGREEMENT

This Master Reseller Agreement (this "Agreement") is entered into this ___ day of _____, 2022 by and between Empirix Inc. d/b/a Empirix, an Infovista company, with offices at 600 Technology Park Drive, Suite 100, Billerica, MA 01821 USA ("Empirix") and _____ with offices at _____ ("Reseller") (singularly hereinafter referred to as a "Party," mutually hereinafter referred to as the "Parties").

NOW, THEREFORE, in consideration of the agreements, conditions and covenants set forth below, the Parties agree as follows:

1. **APPOINTMENT AS A RESELLER.**

   1.1. **Appointment**. Empirix grants to Reseller a worldwide, non-exclusive right to (i) market, including the right to sell and license, either on an on-premise or subscription basis, the Empirix software listed in Exhibit A (the "Software") to Reseller's customers ("Customers"), and (ii) access and use the Software in conjunction with such license usage; and (iii) demonstrate the Software to, and conduct performance benchmarks and evaluation testing on the Software by or for Reseller's customers. Empirix will provide Reseller with Marketing Materials and access to Software for demonstration and evaluation purposes.

   1.2. **Territory.** Defined in _____.

   1.3. **Right to Sub-license Software.** Empirix grants to Reseller a worldwide, non-exclusive right to sub-license to Customers' end users to access and use the Software from supported delivery channels.

   1.4. **Use of Empirix Marks.** All Empirix Marks remain the exclusive property of Empirix and its licensors. The Empirix Marks may only be used by Reseller to identify the Software or in the course of Reseller's marketing activities (and those of Reseller's distributors and resellers, if applicable) with respect to the Software. Reseller's use of the Empirix Marks will end upon the date of termination of this Agreement for any reason, except to the extent reasonably required to fulfill any surviving Support obligations to Customers or to distribute the Software per orders placed by Reseller with Empirix prior to such termination.

   1.5. **Customer Agreement.** Unless otherwise mutually agreed, the Software will be sold to Reseller's customers pursuant to a written agreement between Reseller and Customer ("Customer Agreement"). The Customer Agreement will contain, at a minimum, those terms set forth in Exhibit B.

   1.6. **Reporting of Misuse or Violations.** Empirix will report immediately to Reseller any misuse or violations of Software by Reseller or its Customers. Reseller will use best efforts to correct promptly misuse or violation(s) caused by Reseller's use of the Software and agrees to provide reasonable assistance to its Customers to remedy their misuse or violations.

   1.7. **Restrictions on Use.** All orders placed under this Agreement shall be for resale only. Reseller may not use any Software or service for internal use, except for demonstration, training, or provision of Tier One Technical Support.

2. **RESELLER BENEFITS AND REQUIREMENTS.**

   2.1. **Benefits.** In addition to the appointment as a reseller of Software in the Territory as specified in Section 1.1 of this Agreement, Reseller will receive the following benefits until such time as cancellation or termination of this Agreement:

      2.1.1. Access to a dedicated contact at Empirix;

2.1.2. Marketing support, as further described in Section 5.1 below, including:

2.1.3. Access to communications issued by Empirix relating to the Software;

2.1.4. Opportunity(ies) to host webinars and events subject to Empirix's approval and mutually agreed upon terms and conditions;

2.1.5. Eligibility for sponsorship of Empirix events subject to Empirix's approval and mutually agreed upon terms and conditions;

2.1.6. Opportunity(ies) to issue joint press releases with Empirix relating to customer wins; and

2.1.7. Eligibility to jointly develop collateral (e.g. solution briefs, data sheets and similar marketing materials as agreed upon by Reseller and Empirix) upon request and subject to Empirix's approval.

2.2. Requirements. To maintain Reseller status, Empirix must meet the following requirements:

2.2.1. Reseller shall ensure that a minimum of two (2) employees complete enablement training within thirty (30) days of the date hereof;

2.2.2. Reseller and its staff shall be conversant with the technical language conventional to the Software and similar test automation, network and service performance monitoring in general, and shall develop sufficient knowledge of the industry, of the Software and of the solutions competitive with the Software (including but not limited to specifications, features, and benefits) so as to be able to demonstrate the Software, explain in detail to its End Users the differences between Software and competitive solutions, and to be able to install the Software and train end-users in the use of the Software.

2.2.3. Reseller shall maintain and employ in connection with Reseller's business under this Agreement such working capital as may be reasonably required to enable Reseller to carry out and perform all of Reseller's obligations and responsibilities under this Agreement.

2.2.4. Reseller shall: (i) conduct business in a manner that reflects favorably at all times on Software and the good name, good will, and reputation of Empirix; (ii) avoid deceptive, misleading, or unethical practices that are or might be detrimental to Empirix, Software or the public; (iii) make no false or misleading representations with regard to Empirix or Software; (iv) not publish or employ, or cooperate in the publication or employment of, any misleading or deceptive advertising or promotional material with regard to Empirix or Software; (v) make no representations, warranties, or guarantees to End Users or to the trade with respect to the specifications, features, or capabilities of Software that are inconsistent with the literature distributed by Empirix; and (vi) not enter into any contract or engage in any practice detrimental to the interests of Empirix in Software.

2.2.5. Reseller shall comply with all applicable international, national, state, regional and local laws, and regulations in performing its duties hereunder and in any of its dealings with respect to Empirix and Software.

2.2.6. Reseller represents and warrants that Reseller has all rights, franchises, licenses, and approvals necessary to perform its obligations under this Agreement. Without limiting the foregoing, Reseller represents and warrants that it has taken and shall take any and all action required under the laws and regulation of the Territory to ensure the validity and enforceability of its obligations under this Agreement.

2.2.7. If any approval with respect to this Agreement, or the notification or registration thereof, will be required at any time during the term of this Agreement, with respect to giving legal effect to this Agreement in the Territory, Reseller will notify Empirix in writing and immediately take whatever steps may be necessary in this respect, and any charges incurred in connection therewith will be borne by Reseller. Reseller will keep Empirix currently informed of its efforts in this connection.

2.2.8. Except as expressly provided herein or agreed to in writing by Empirix and Reseller, Reseller shall pay all costs and expenses incurred in the performance of Reseller's obligations under this Agreement.

3. ORDER PROCEDURE

3.1. Order and Acceptance. To place an order for the Software, Reseller must submit via facsimile or electronic mail: (i) written purchase orders with the following information: Customer's company name, address, Customer primary contact name, phone number and email address, Software ordered, and quantity; (ii) a copy of the Sales Order Form; and (iii) evidence of Empirix's terms of license have been incorporated into the Customer's license agreement with the Reseller. All orders for the Software shall be subject to acceptance (either by electronic download or in writing by Empirix via electronic mail), and shall not be binding on Empirix until such acceptance occurs.

3.2. Controlling Terms. The terms and conditions of this Agreement will apply to each order submitted by Reseller hereunder. The terms on Reseller's purchase order or other business forms shall not apply to any order, notwithstanding Empirix's acknowledgment, acceptance, or shipment of such order.

3.3. Cancellation. Empirix reserves the right to cancel any orders that Empirix has accepted, or to refuse or delay delivery thereof, if Reseller: (i) fails to make any payment as provided in this Agreement or under the terms of payment set forth in any invoice or otherwise agreed to by Empirix and Reseller, (ii) fails to meet reasonable credit or financial requirements established by Empirix, including but not limited to any limitations on allowable credit, or (iii) otherwise materially fails to comply with the terms and conditions of this Agreement. Empirix also reserves the right to discontinue the manufacture or distribution of any the Software at any time upon thirty (30) days prior written notice to Reseller, in which case such Software will be automatically removed from the pricelist and thereafter to cancel any orders for such discontinued Software without liability of any kind to Reseller or to any other person. No such cancellation, refusal or delay shall be deemed a termination (unless Empirix so advises Reseller) or a breach of this Agreement by Empirix.

3.4. For each order of services, other than standardized or packaged services, Empirix will prepare and agree with Reseller in a Statement of Work.

4. DIRECT ORDERS; REFERRALS

4.1. Direct Orders.

4.1.1. On an exception basis, in the event a customer within the Territory elects to place a direct order with Empirix, Reseller shall be compensated for bringing the order to Empirix in the form of a direct order fee, which shall equal up to fifteen percent (15%) of net value of the direct order for Software or Services. The actual amount of the direct order fee shall be determined in the sole discretion of Empirix, after taking into consideration various factors, including but not limited to:

4.1.1.1. whether a Customer has required any material change that increases Empirix's risk or costs to the Empirix standard purchase terms and conditions as set out in a Terms and Conditions of License or this Agreement, and, despite good faith diligent efforts of Empirix, customer was not willing to pay increased fees for such direct order to compensate Empirix for such changes;

4.1.1.2. the stage of the order process at which time the customer determined to place a direct order; and

4.1.1.3. the nature and extent of the relative contributions of the Parties in successfully obtaining the bid from the customer and completing the direct order.

4.2. direct order fees shall be payable in U.S. dollars to Reseller within thirty (30) days of the later to occur of: (i) full payment by the customer of all amounts due under the order and (ii) final acceptance

of the Software or Service by the Customer.

4.3. Upon written request of Empirix, Reseller agrees to provide Tier One Technical Support (as is further defined in Exhibit D for direct orders for which Reseller shall be paid fifty percent (50%) of the net value of the direct order for Empirix Technical Support Services.

4.4. Reseller acknowledges and agrees that as this Agreement is non-exclusive, Reseller shall only be entitled to a direct order fee in connection for orders that were initiated and quoted by Reseller, but not orders placed by or through other resellers of Empirix in the Territory.

4.5. **Referrals**. While it is neither the intent nor desire of the Parties for Reseller to engage as a referral partner, it is agreed that Reseller, on an exception basis and upon mutual agreement, Reseller may refer Customers to Empirix for sale or license of Empirix products that are not products available for Resale by Reseller under this Agreement. For each such opportunity that qualifies for a referral fee, the Parties shall execute a referral registration letter in the form supplied by Empirix. The letter shall incorporate the terms and conditions governing the transaction, including rules of engagement, qualification and eligible referral fees. The letter will be incorporate herein by reference upon execution.

5. DELIVERY & ACCEPTANCE

5.1. **On-Premise Delivery**. Empirix shall deliver the Software electronically either (i) directly to Reseller for re-distribution to the Customer or (ii) directly to the Customer upon authorization and instruction from Reseller. Empirix shall provide a license key to enable Reseller and/or End User to gain access to and possession of the Software.

5.2. **Cloud-Delivery**. Empirix will enable Cloud delivery services by providing the requisite Access Protocols. Access Protocols are defined as the passwords, access codes, technical specifications, connectivity standards or protocols, or other relevant procedures, as may be necessary to allow Customer and its End Users to access the Software.

5.3. **Acceptance**. Acceptance shall occur when Reseller and/or the End User has received electronic instructions detailing the Software' software activation process. Acceptance shall not be dependent on activation of the license key to initiate the software download, nor any services, conditions, or contingencies, and there are no other written or verbal agreements with respect to any Acceptance by Reseller and/or the End User.

6. SERVICES AND SUPPORT

6.1. **Empirix Support to Reseller**. During the term of this Agreement, Empirix will provide support services to Reseller for the Software as set forth in Exhibit B. Reseller agrees to field support requests from Customers for support through the Empirix support portal and notify Empirix for the provision of tier 3, engineering support. Reseller shall be responsible for providing Tier 1 (call receipt and problem identification) and Tier 2 (problem diagnostic and resolution) support directly to End Users.

6.2. **Reseller Support to Customers**. Reseller shall provide Tier One Technical Support to its customers for each annual period in which the customer purchases maintenance through Reseller. Tier One Technical Support is defined in Exhibit D**.** The failure of Reseller to provide Tier One Technical Support shall be deemed a material breach of this Agreement, in which case Empirix may: (i) reduce Reseller's discounts for each discount category to Empirix's standard discounts for resellers who do not provide such support; or (ii) terminate this Agreement in accordance with Section 12 below.

6.3. **Professional Services**. With respect to Empirix Professional Services to be performed by Empirix for Reseller or its customer, Reseller shall:

6.3.1. Arrange for reasonable access to the relevant facilities and equipment, sufficient in all cases to permit the Empirix Professional Services to be performed.

6.3.2. Arrange for reasonable work space at such facilities for Empirix employees, as necessary or appropriate.

6.3.3. Ensure that: (i) all equipment, software, documentation, information and personnel required for the performance of such Empirix Professional Services is made available to Empirix on a timely basis, and (ii) all Reseller personnel assigned to assist Empirix are familiar with the requirements of Reseller or its customer, as the case may be, and have the expertise and capabilities necessary to permit Empirix to undertake and complete the Empirix Professional Services. Empirix's employees shall not be required to communicate in any language other than English.

6.3.4. Provide the support to Empirix as described in Exhibit E

7. PRICES AND PAYMENT

7.1. Prices to Reseller. During the term of this Agreement, Empirix shall inform Reseller of the current prices to Reseller for the Software ("**Fee Schedule**"). Reseller is entitled to the level of discount set forth in Exhibit B. Empirix may change its Price List to Reseller upon at least sixty (60) days' prior written notice to Reseller.

7.2. Price Increase. If Empirix increases the prices to Reseller for the Software, the increase shall apply to all orders received by Empirix after the effective date of the increase.

7.3. Taxes, Tariffs. Empirix's prices do not include any national, state or local sales, use, value added, withholding or other taxes, customs duties, or similar tariffs and fees, which Reseller may be required to pay or collect upon the delivery of Software or upon payment collection or otherwise. Should any tax or levy be made, Reseller agrees to pay such tax or levy and indemnify Empirix for any claim for such tax or levy demanded. Reseller represents and warrants to Empirix that all Software acquired hereunder are for resale in the ordinary course of Reseller's business, and Reseller agrees to provide Empirix with appropriate resale certificate numbers and other reasonable documentation satisfactory to the applicable taxing authorities to substantiate any claim of exemption from any such taxes or fees. Reseller shall pay any withholding taxes required by applicable law. Upon request by Empirix, Reseller shall supply Empirix with evidence of such payment of withholding tax, in a form acceptable to Empirix.

7.4. Payment Terms. All payments shall be made in US Dollars within thirty (30) days after delivery to End User or Reseller unless other terms have been agreed to in writing by Empirix in advance. Empirix reserves the right, upon written notice to Reseller, to declare all sums immediately due and payable in the event of a breach by Reseller of any of its obligations to Empirix.

7.5. Interest. Interest shall accrue on any delinquent amounts owed by Reseller for the Software at the lesser of 1.5% per month and the maximum rate permitted by applicable usury law.

7.6. No Setoff. Reseller shall not setoff or offset against Empirix's invoices amounts that Reseller claims are due to it. Reseller shall bring any claims or causes of action it may have in a separate action and waives any right it may have to offset, setoff, or withhold payment for Software delivered by Empirix.

8. RESELLER DETERMINES ITS OWN PRICING

8.1. Although Empirix may publish suggested wholesale or retail prices, Empirix will, upon Reseller's request, provide Reseller with the suggested prices at which to sell and license the Software to a particular End User (the "**Suggested Retail Prices**"). The parties acknowledge and agree that the Suggested Retail Prices are suggestions only, and Reseller will be entirely free to determine the actual prices at which Software will be sold or licensed to its End Users.

9. CONFIDENTIALITY.

9.1. Each Party acknowledges that, in the course of its performance under this Agreement, it shall obtain certain information relating to the other Party's business which is confidential and proprietary

information of the other Party and is not generally known to the public, including without limitation technical and business information relating to either Party's technology, Software, research and development, manufacturing and engineering processes, computer software, business plans, finances, customers and employees (collectively, "Confidential Information"). In addition, Confidential Information shall include any information which is identified orally or in writing by the disclosing Party to be confidential, or which the receiving Party reasonably believes to be a trade secret of the disclosing Party.

9.2. All Confidential Information shall remain the sole property of the disclosing Party and the receiving Party shall have no rights to the Confidential Information of the disclosing Party, except as otherwise provided in this Agreement.

9.3. Each Party agrees that it will not use any Confidential Information of the other Party except as permitted by this Agreement and will not disclose any Confidential Information of the other Party to any third Party except as permitted by this Agreement, without the prior written consent of the other Party. Each Party hereby consents to the disclosure of its Confidential Information to the employees or consultants of the other as is reasonably necessary in order to allow the other Party to perform the aforementioned services under this Agreement and obtain the benefits hereof. Each Party further agrees, subject to the terms of this Agreement, to treat all Confidential Information of the other in the same manner as it treats its own Confidential Information, and, in no event, with less than a commercially reasonable standard of care.

9.4. Notwithstanding any other provision of this Agreement, information shall not be deemed Confidential Information, and the receiving Party shall have no confidentiality obligation with respect to any information which (i) was in the receiving Party's possession or was known by the receiving Party prior to its receipt from the disclosing Party; (ii) is or becomes publicly known through no act or omission of the receiving Party; (iii) is received by the receiving Party without restriction on disclosure from a third Party who disclosed the information without violating any confidentiality restriction, or (iv) is independently developed by the receiving Party without reference to the Confidential Information and without violation of any confidentiality restriction. Each Party is permitted to disclose Confidential Information if pursuant to statute, regulation, or the order of a court of competent jurisdiction, provided the receiving Party divulges only so much of the Confidential Information as is necessary, only to the Party or Parties as it may be required to and previously notifies the disclosing Party to take appropriate protective measures.

10. TRADEMARKS, TRADE NAMES, LOGOS, DESIGNATIONS AND COPYRIGHTS

10.1. Use During Agreement. During the term of this Agreement, Reseller is authorized by Empirix to use the trademarks, trade names, logos, and designations ("**Trademarks**") Empirix uses for Software in connection with Reseller's advertisement, promotion, and distribution of Software. Reseller's use of such trademarks, trade names, logos, and designations shall be in accordance with Empirix's policies in effect from time to time, including but not limited to any trademark usage and cooperative advertising policies provided by Empirix to Reseller. Prior to any use, Reseller must submit a PDF file of the proposed use of Empirix Trademarks to Empirix for approval. Empirix will respond to such submission within five (5) business days. If Empirix does not respond within five (5) business days, the use is deemed disapproved. Reseller agrees not to attach any additional trademarks, trade names, logos, or designations to any Software. Reseller further agrees not to use any Empirix trademark, trade name, logo, or designation in connection with any non-Software.

10.2. Copyright and Trademark Notices. Reseller shall include on each Software that it distributes, and on all containers, packaging, and storage media therefore, all trademark, copyright, and other notices of intellectual property, or other proprietary rights included by Empirix on such Software. Reseller agrees not to alter, erase, or overprint any such notice on anything provided by Empirix. Reseller shall also include the appropriate trademark notices when referring to any Software in the Marketing Collateral.

10.3. Reseller Shall Not Acquire Intellectual Property or Other Proprietary Rights. Reseller has paid no consideration for the use of Empirix's trademarks, trade names, logos, designations, patent rights, copyrights, or other proprietary rights, and nothing contained in this Agreement will give Reseller any right, title, or interest in any of them. Reseller acknowledges that Empirix and its licensors and suppliers own and retain all trademarks, trade names, logos, designations, patent rights, copyrights, and other intellectual property or other proprietary rights in or associated with Software. Reseller shall not, at any time during, or after this Agreement, assert or claim any interest in or do anything that may adversely affect the validity of any trademark, trade name, logo, designation, patent rights, copyright, or other proprietary rights belonging to or licensed to Empirix (including without limitation any act or assistance to any act, which may infringe or lead to the infringement of any of Empirix's intellectual property or other proprietary rights).

10.4. No Continuing Rights. Upon expiration or termination of this Agreement, Reseller shall, except to the extent set forth in Section 10(f), immediately cease all display, advertising, and use of all Empirix trademarks, trade names, logos, and designations, and shall not thereafter use, advertise or display any trademark, trade name, logo, or designation which is, or any part of which is, similar to or confusing with any trademark, trade name, logo, or designation associated with any Software.

10.5. Obligation to Protect. Reseller agrees to use reasonable efforts to protect Empirix's intellectual property or other proprietary rights and to cooperate, at Reseller's expense, in Empirix's efforts to protect such intellectual property or other proprietary rights. Reseller agrees to promptly notify Empirix of any known or suspected breach of Empirix's intellectual property or other proprietary rights that comes to Reseller's attention.

10.6. Reseller's Trademarks. During the term of this Agreement, Empirix is authorized by Reseller to use Reseller's Trademarks in connection with the advertisement, promotion, and distribution of Software and the announcement of the parties' relationship hereunder. Empirix's use of Reseller's Trademarks shall be in accordance with Reseller's policies in effect from time to time, including but not limited to any trademark usage and cooperative advertising policies provided by Reseller to Empirix. Subject to Empirix's approval of the content of the press release, Reseller will make press releases about being a Empirix distributor, about new customers acquired, and about success stories, testimonials and other collateral about Reseller's customer's use of Software.

11. LIMITATION OF LIABILITY

11.1. TO THE EXTENT PERMITTED BY APPLICABLE LAW, EACH PARTY'S LIABILITY (WHETHER BASED ON CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE, WHETHER ACTIVE, PASSIVE OR IMPUTED) OR ANY OTHER THEORY) ARISING UNDER OR WITH REGARD TO THIS AGREEMENT OR THE SOLUTION, DOCUMENTATION, OR OTHER ITEMS FURNISHED HEREUNDER SHALL IN NO EVENT EXCEED THE TOTAL COMPENSATION RECEIVED BY EITHER PARTY DURING ANY ONE (1) YEAR TERM UNDER THIS AGREEMENT.

11.2. NEITHER PARTY SHALL BE LIABLE FOR ANY INCIDENTAL, INDIRECT, SPECIAL, OR CONSEQUENTIAL DAMAGES, INCLUDING WITHOUT LIMITATION LOSS OF USE, REVENUE, OR PROFIT, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

12. TERM AND TERMINATION

12.1. Term. The term of this Agreement shall begin on the Effective Date and will continue in perpetuity unless terminated by either Party.

12.2. Termination for Cause. Either Party may terminate this Agreement if the other Party materially breaches any of its obligations, covenants, or warranties under this Agreement, and such breach is not cured within thirty (30) days of receipt of written notice of the breach from the non-breaching Party. If, except as provided in Section 12.3, the cure is not reasonably susceptible to cure within thirty (30) days, the cure period shall be extended for a reasonable period of time (not to exceed

ninety (90) days), so long as the breaching Party is diligently pursuing a cure in the opinion of the non-breaching Party.

12.3. Empirix may terminate this Agreement, a Statement of Work or order immediately upon notice to Reseller, and without offering Reseller a cure period:

12.3.1. if any breach involves (i) an act, omission or threatened act or omission of Reseller that Empirix deems in its sole discretion threatening to any of its Intellectual Property Rights, (ii) any violation, as Empirix may determine in its sole discretion, of any Export Control, Anticorruption Law or the Policy, by Reseller, any secondary reseller or sub-distributor (as defined in Section 2(c)) or any other agent of Reseller, or (iii) Reseller engages in any conduct that impairs Reseller's reputation in any material respect or takes any other action that negatively impacts the reputation of Empirix or the Products; or

12.3.2. upon the filing of a petition in bankruptcy, insolvency or reorganization against or by Reseller, or Reseller becoming subject to a composition for creditors, whether by law or agreement, or upon Reseller entering into receivership or otherwise becoming insolvent.

12.4. **Termination for Convenience.** This Agreement may be terminated by either Party, with or without cause, by giving no less than sixty (60) days written notice of termination to the other Party.

13. **COMPLIANCE WITH LAWS GENERALLY; EXPORT CONTROLS AND ANTI-CORRUPTION LAWS.**

13.1. Reseller shall at all times comply with all laws, regulations, decrees and ordinances of every country and locality as relevant to the transactions contemplated under this Agreement.

13.2. No Software or underlying information or technology may be downloaded or otherwise exported or re-exported (i) into (or to a national or resident of) Cuba, Iraq, Libya, Sudan, North Korea, Iran, Syria or any other country to which the U.S. has embargoed goods; or (ii) to anyone on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Commerce Department's Table of Denial Orders ("Export Controls"). Reseller represents and warrants that it is not located in, under the control of, or a national or resident of any such country or on any such list. In addition, if the licensed Software is identified as a not-for-export product, then, unless Reseller has an exemption from the United States Department of State, the following applies: EXCEPT FOR EXPORT TO CANADA FOR USE IN CANADA BY CANADIAN CITIZENS, THE SOFTWARE AND ANY UNDERLYING TECHNOLOGY MAY NOT BE EXPORTED OUTSIDE THE UNITED STATES OR TO ANY FOREIGN ENTITY OR "FOREIGN PERSON" AS DEFINED BY U.S. GOVERNMENT REGULATIONS, INCLUDING WITHOUT LIMITATION, ANYONE WHO IS NOT A CITIZEN, NATIONAL OR LAWFUL PERMANENT RESIDENT OF THE UNITED STATES. BY DOWNLOADING OR USING THE SOFTWARE, RESELLER IS AGREEING TO THE FOREGOING AND IS WARRANTING THAT RESELLER IS NOT A "FOREIGN PERSON" OR UNDER THE CONTROL OF A "FOREIGN PERSON."

13.3. No owner, shareholder (direct or beneficial), officer, director, employee, third party representative, agent, or other individual with any direct or indirect beneficial interest in Reseller, or Reseller's payments under this Agreement, or any family relation of any such person, is a current "Government Official." For purposes of this Agreement, the term "Governmental Official" means any official, elected or appointed; any employee or any agent of any national, state, provincial, or municipal government, or any subdivision, agency, or part thereof; any candidate for political office; political party official; royalty; any honorary government official; any official or employee of any international organization (such as the United Nations, the World Health Organization, NATO, the World Bank, etc.); and any officer, employee, or agent of any government-owned or -controlled enterprise, such as a state owned or controlled telecommunications company.

13.4. Reseller shall notify Empirix immediately if, during the term of this Agreement, (i) any owner, shareholder, officer, director, employee, third party representative, agent, or other individual with any direct or indirect connection with or beneficial interest in Reseller, or Reseller's payments under

this Agreement, or any family relation of any such person, becomes a Governmental Official; or (ii) there is an acquisition by a Government Official or entity of a legal or beneficial interest in Reseller or in the payments to Reseller received under this Agreement.

13.5. Reseller confirms its understanding of the FCPA and the Bribery Act. Reseller also acknowledges receipt of copies of, and confirms its understanding of, Empirix's Anticorruption Compliance Policy (the "Policy"). Reseller agrees to comply with the Policy and all Anticorruption laws and shall not cause Empirix to be in violation of any Anticorruption laws.

13.6. Reseller and its owners, shareholders (direct or beneficial), officers, directors, employees, third party representatives, and agents, and other individuals with any direct or indirect beneficial interest in Reseller or Reseller's payments under this Agreement, will not, directly or indirectly, provide, offer or promise to provide, or authorize the provision of money, gifts, or Anything of Value to any Government Official or political party for the purpose of obtaining or retaining business, obtaining an improper business advantage, or otherwise in violation of the Anticorruption Laws, the local law of any country, or the Policy. For purposes of this Agreement, "Anything of Value" means money, gifts over a nominal value, as well as, without limitation: (i) stock or other forms of interest in a business; (ii) entertainment over a nominal value; (iii) charitable contributions; (iv) discounts on products or services not readily available to others; (v) offers of employment, including to friends and family; (vi) assumption or forgiveness of debt; (vii) payment of travel expenses, if not a "bona fide," business expense related to Reseller's or Empirix's business and pre-approved, in writing, by Empirix's Legal Department; and (viii) personal favors.

13.7. Payments made to "obtain or retain business" are defined extremely broadly and can include any payments to which there is a potential business nexus.

13.8. If Reseller has information or suspects that there may be a violation of any Anticorruption Laws, or the Policy, in connection with its performance under this Agreement, or any work related thereto, Reseller shall immediately notify Empirix of such knowledge or suspicion. Reseller shall answer in reasonable detail any questionnaire or other written or oral communications from Empirix or its authorized representatives, to the extent the same pertains to compliance with any of the representations and warranties in this Agreement, and Reseller agrees, pursuant to this Section 13, that Empirix has the right to reasonable access to Reseller's books and records and to audit Reseller's books and records as they pertain to Empirix and the services Reseller is performing for Empirix. Representative consents to the written disclosure by Empirix of the contents of this Agreement, including those provisions setting forth Reseller's compensation, to any governmental entity or person.

13.9. Any violation of Export Controls, Anticorruption Laws or the Policy, shall be deemed a material breach of this Agreement. The provisions of this Agreement relating to the compensation of Representative are legal and binding under the laws and policies within the Territory (including, without limitation, taxation and exchange control laws and regulations). With respect both to such payment provisions and any payment pursuant thereto, no consent of or notice to such government, or any agency thereof, is required or necessary, except as Reseller may otherwise have previously advised Empirix in writing.

14. GENERAL

14.1. **Survival/Limits on Making Claims**. Each Party's rights and obligations pursuant to Confidentiality and any other section that by its nature is intended to survive termination shall survive the termination of this Agreement. Neither Party will bring a legal action against the other more than two (2) years after the cause of action arose, unless otherwise provided by local law without the possibility of contractual waiver.

14.2. **Governing Law.** This Agreement shall be governed by, construed and enforced in accordance with, the substantive laws of the Commonwealth of MA, USA, without regard to its principles of conflicts

of laws. All claims brought pursuant to the terms and conditions of this Agreement shall be brought within the exclusive jurisdiction of the courts of MA.

14.3. Entire Agreement. This Agreement is the complete and exclusive statement of the agreement between the parties and supersedes all prior proposals, understandings, negotiations, and other agreements, oral or written, between the parties. This Agreement cannot be modified or altered except by a written instrument duly executed by both parties.

14.4. Severability. If any provisions of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not be affected or impaired, and the provision that is held to be invalid, illegal or unenforceable shall remain in effect as far as possible in accordance with the intention of the parties.

14.5. No Waiver. The failure of either Party to exercise any right provided for under this Agreement shall not be deemed a waiver of any such right.

14.6. Assignment. Blue Turtle will not assign or delegate, in whole or part, by operation of Law or otherwise, including in the event of a reorganization, merger, acquisition, divestiture, other deemed transfer or change of Control, any of its rights or obligations under this Agreement without Empirix's prior written consent. Any actual or attempted assignment or delegation contrary to the terms of this 9f is null and void.

14.7. Notices. All notices or other communication permitted or required under this Agreement shall be in writing and shall be personally delivered, sent by registered or certified mail (postage prepaid) or by overnight courier, to the address set forth above. Any notice shall be effective upon the earlier of receipt or three (3) days after deposit in the mail or with a courier service. Either Party may from time to time change such address or number by giving the other Party notice of such change in accordance with this Agreement.

IN WITNESS WHEREOF, intending to be legally bound, the parties have caused this Agreement to be executed by their duly authorized representatives.

EMPIRIX, AN INFOVISTA COMPANY   _____

By: _____   By: _____

Name: _____   Name:_____

Title: _____   Title:_____

Date: _____   Date:_____

EXHIBIT A

DISCOUNT SCHEDULE

Orders:

Products	% Discount off International List
Klerity	N/A
Hammer	N/A
Diagnostix Cloud	N/A

Empirix Technical Support Orders (Where Tier 1 Technical Support is provided by Reseller):

1st January – 31st December	20% off Empirix Technical Support List Price
*Empirix Technical Support List Prices are set as an established percentage of the Product International List Price, which percentage may be changed from time to time, and depending on options or bundles taken.	

Professional Services:

1st January – 31st December	10% off Empirix Professional Services List Price

EXHIBIT B

TERMS AND CONDITIONS OF LICENSE

PLEASE ENSURE THAT THE FOLLOWING TERMS ARE INCORPORATED IN YOUR LICENSE AGREEMENT WITH YOUR CUSTOMER/END USER.

1. Empirix licensed software ("Software") is to be used solely for internal business purposes to test and/or monitor the Customer's voice and/or web applications and infrastructure. Customer may not use Software (a) for the primary benefit of any third party, including without limitation, using the Software to provide voice and/or web application or infrastructure testing or monitoring services for others, whether or not the application or infrastructure being tested or monitored is installed or operated by the Customer, or (b) in a service bureau or time-sharing arrangement. Customer may not sublicense, distribute, rent, lease or transfer the Software to any third party; provided that Customer may authorize third party integrators and consultants to support its installation or implementation of the Software. Customer shall be responsible for the acts and omissions of any consultants retained to assist it with the installation or deployment of the Software.

2. Customer may not alter, adopt, modify, vary, or create derivative works based on the whole or any part of the Software in any way whatsoever, except as permitted by law, nor permit any third party to alter, modify, vary, or create derivative works based on the whole or any part of the Software; and Customer shall not make or permit to be made any translation, alteration, adaptation, enhancement, modification, update or addition to, nor decompile, reverse engineer or disassemble the Software without the prior written consent of Empirix.

3. Customer acknowledges that certain of Empirix Software or components thereof may be supplied by third parties. Software may utilize Open Source Software that may be included as a part of the Software, included in the same medium on which the Software is delivered or as a part of the download of Software received by Reseller. For the purposes herein, "Open Source Software" means any software for which the source code and certain other rights normally reserved for copyright holders are provided under an Open Source Software License or that is in the public domain, and an "Open Source Software License" is any license to software that meets the Open Source Definition of the Open Source Initiative at http://www.opensource.org/docs/definition.php. Because Empirix distributes its software in object code form, Empirix will provide Customer, on request, with the complete corresponding machine readable source code of Open Source software that is subject to any Open Source License that requires that Empirix provide, without charge (other than a charge for the cost of distribution), source code to the software, whether in original form or as modified by Empirix, for a period of up to three (3) years after delivery of the Software within which the Open Source software is included. Any such Open Source Software requested and so received by Customer shall be subject to the applicable Open Source License and this license does not modify or abridge any rights or obligations Customer may have under such Open Source License. Any permitted use (or distribution) of Open Source Software separate and apart from use of the Software is governed by the relevant Open Source License and, with respect to which, no indemnification obligations pertain to Empirix. Software is not fault-tolerant and are not designed, manufactured or intended for use for testing of on-line control equipment in hazardous environments requiring fail-safe performance, such as the operation of nuclear facilities, aircraft navigation or communication systems, air traffic control, direct life support machines, or weapons systems, in which the failure of the Software could lead directly to death, personnel injury or severe physical or environmental damage ("High Risk Activities"). Accordingly, Empirix and its suppliers specifically disclaim any express or implied warranty of fitness for High Risk Activities and no license is granted to use the Software for such activities.

4. The Software and associated documentation is "commercial computer software" and "commercial computer software documentation," and, as such, the rights of U.S. Government End Users with respect to the Software and documentation, in accordance with FAR 12.212 or DFARS 227.7202-1, as applicable.

5. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, NO WARRANTY, WHETHER EXPRESS OR IMPLIED, IS MADE WITH RESPECT TO THE SOFTWARE, SOFTWARE DOCUMENTATION OR SERVICES, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. WHETHER OR NOT SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS, NEITHER RESELLER NOR CUSTOMER, NOR ANY OF THEIR RESPECTIVE PARENTS, SUBSIDIARIES, SUPPLIERS OR LICENSORS, SHALL BE LIABLE FOR ANY OTHER INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL LOSS, INCLUDING BUT NOT LIMITED TO LOSS OF REVENUE, LOSS OF PROFITS, LOSS OF BUSINESS OR GOODWILL, HOWEVER CAUSED, OR OTHERWISE BE LIABLE IN CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE AND WHETHER SUCH LOSS ARISES OUT OF OR IN CONNECTION WITH THE USE OF THE SOFTWARE, SERVICES OR OTHERWISE UNDER THIS AGREEMENT. THE MAXIMUM LIABILITY OF RESELLER, ITS SUPPLIERS AND LICENSORS FOR CLAIMS ARISING FROM OR IN CONNECTION WITH THIS AGREEMENT SHALL BE THE FEES PAID TO RESELLER FOR THE SOFTWARE OR SERVICES GIVING RISE TO THE CLAIM.

6. Customer may not publish any results of benchmark tests run on the Software.

7. Customer shall comply fully with all relevant export laws and regulations of the United States and other applicable export and import laws to assure that neither the Software is not exported, directly or indirectly, in violation of applicable laws.

8. Reseller may audit Customer's use of the Software and report such use to Empirix or assign Reseller's right to audit the Customer's use of the Software to Empirix.

9. Empirix and its suppliers are third party beneficiaries of the Customer license and may directly enforce the obligations of Customer under the license.

10. The Parties exclude the application of the United Nations Convention on Contracts for the International Sale of Goods.

EXHIBIT C
TECHNICAL SUPPORT AND MAINTENANCE POLICY

1. Support and Maintenance Provided

    a. Support Contact and Hours Information. Support for Resellers who subscribe to Empirix Technical Support (included for first year after delivery of purchase of Product) shall be available from the following sources:

    Email: support@empirix.com
    World Wide Web: www.empirix.com/support
    Telephone (US and Canada): +1 978-313-7002
    Fax (USA and Canada): +1 978-313-7001
    Phone (EMEA): UK +44 118 935 7010, Italy +39 059 740 9324
    Fax (EMEA): UK +44 118 935 7064, Italy +39 059 740 9301

    b. Standard Support: Support is available in the US and Canada between the hours of 8:00 a.m. and 8:00 p.m. EST, and in EMEA between the hours of 8:30 a.m. and 6:00 p.m. GMT, (as applicable, "**Business Hours**") Monday to Friday, with the exception of holidays ("**Business Days**").

    c. Premium Support: Empirix offers an optional premium support services program for its OneSight® for Voice, OneSight® for Web and Hammer XMS™ product lines. Resellers who purchase this premium service are entitled to Standard Support and in addition, 24x7 pager and call-back support for all technical support issues covered under these terms. For Premium Support, target response and resolution times for software are as set out in the table below, with timing on a 24x7 basis.

2. Severity Levels, Response & Resolution Target Times.

    a. Empirix will provide technical advice and assistance in connection with the use of Software according to severity level. Empirix will use commercially reasonable efforts to meet all target times noted in below, with respect to Software. In order to best resolve the problem, Reseller must make available a contact person to provide ongoing support and cooperation with Empirix to identify and support resolution of the technical issue. In order to resolve a technical issue in the most efficient means available, Empirix may request remote access to the Software, and Empirix and Reseller will cooperate to establish the required network connections using best practices for security and in all cases, in compliance with the network security policies of both parties.

    b. The table below applies with respect to support of Software:

Severity	\Definition	Target Response*	Target Resolution Time
1	The Software has ceased to work, which prevents performance of critical day-to-day business activities.	2 Business Hours	Within 72 hours after the error is identified.** The solution may include a temporary workaround or a generally available new release of the Software.
2	The Software use is significantly impacted by the failure of a major function of the software.	4 Business Hours	Within 5 Business Days after error is identified.** The solution may include a temporary workaround or a generally available new release of the Software.
3	The Software is causing a minor problem that is only having a minimal impact on normal operating activities.	8 Business Hours	Within 7 Business Days after error is reproduced. The solution may consist of (a) a change to the Software code in a future release at the discretion of Seller, or (b) other workaround.
4	Product questions (general) or enhancements.	12 Business Hours	Within 10 Business Days. The solution may consist of providing answers to questions, submitting feature requests to product management, and/or making changes to future releases of the Product.

*Response time shall be measured from the time that Reseller has properly notified Empirix of the defect through the Empirix Technical Support channel, which is limited to the designated toll-free numbers, the http://esupport.empirix.com portal, or the designated Empirix Technical Support email addresses, with sufficient information that enables Empirix to identify the error in question as it relates to the specific operating environment of Reseller.

**Except with respect to Software that is a Release, or Software that is part of a new hardware installation, in which case an initial reasonable production burn-in period will apply before resolution times are applied.

3. Software Updates.

    a. Empirix will provide Customer all Bug Fixes, Minor Releases, Major Releases, and enhancements to the Software that it makes generally available to its other licensees of the Software under contract for Empirix Technical Support for no additional fee, together with all required amendments to the associated Documentation. Major Releases and new Products for which Empirix charges separate fees are not included as part of Technical Support. For the purpose of this provision, the following definitions shall apply:

      i. "**Bug Fix**" means a software patch or code intended to fix errors, problems or usability or performance issues in Software and is sometimes designated by a software release designated by a higher number two digits to the right of the decimal (e.g., from version X.X.1 to X.X.2);

      ii. "**Minor Release**" means a new release of Software with minor changes in features, functions or performance, often indicated by a version number designated by a higher number one digit to the right of the decimal (e.g., from version X.1 to X.2); and

      iii. "**Major Release**" means a new release of Software with major changes in features, functions or performance, often indicated by a version number designated by a higher number one digit to the left of the decimal (e.g., from version 1.x to 2.x).

4. Exclusions. Support specifically excludes:

a. defects or errors resulting from any modifications of the Software or Hardware made by any person other than Empirix or an authorized agent of Empirix;

b. any version of the Software released by Empirix other than (a) the two most current "point" releases of the current major version; and (b) the last released "point" release of the previous major version;

c. incorrect use of the Software or Hardware or operator error, including failure to follow best practices and policies described in Empirix's support policy documentation found at http://esupport.empirix.com/;

d. any error caused by fault in the Reseller's use environment or in any software not supplied by Empirix used in conjunction with the Software or Hardware; and

e. defects or errors caused by the use of the Software with any third party products other than those specifically certified for use by Empirix. *]*

5. Obligations of Customers

Empirix's Support policy requires that the Reseller shall:

a. ensure that the Software is used in accordance with the terms of the applicable license agreement between the Reseller and Empirix;

b. not request, permit or authorize anyone other than an Empirix authorized person to provide any maintenance or support services for the Software;

c. co-operate fully with Empirix's personnel in the diagnosis of any error or defect in the Software; and

d. make available to Empirix, free of charge, all information, facilities and services reasonably required by Empirix to enable Empirix to perform the support services described in this policy.

6. Discontinuation of Support

Empirix may, from time to time in its sole discretion, decide to discontinue support for one or more of its Software products and shall endeavor to provide Reseller written notice of its decision to discontinue support at least nine (9) months in advance.

7. Reinstatement of Lapsed Support

Should Reseller terminate support from Empirix, and then seek to reinstate support, Reseller must pay Empirix a reinstatement fee equal to fifty percent (50%) of all support fees that would have been due to Empirix during the intervening period had the Reseller not terminated.

8. Incorporation of Other Policies

From time to time, Empirix adopts polices regarding matters such as use of anti-virus programs, support of operating systems, and other similar policies. These policies are available at http://esupport.empirix.com/, as may be amended by Empirix from time to time, and are incorporated by reference herein. If any of these policies impact the Reseller's use of the Product in any materially adverse respect, Reseller may, within sixty (60) days of the posting of such policy, cancel its maintenance renewal for a pro-rata refund of the maintenance fees.

9. Technical Support and Maintenance Services Pricing

Base Service Offering for Empirix Technical Support:

a. Standard telephone, email and web portal support service offering from 8:30 a.m. and 6:00 p.m. GMT

b. Bug Fixes

c. Software Updates – minor releases

d. Software Upgrades – major releases

ADD-ON SERVICE OPTIONS FOR EMPIRIX TECHNICAL SUPPORT:

1. <u>24x7 support for OneSight® for Voice, OneSight® for Web and Hammer XMS™ product lines</u>

Pricing:

Technical Support Packages	% of Software International List Price
Base Service Offering	20%
Add-on Service Options Bundles	
• 24x7 support	+5%
• ARS	+5%

*Base Service Offering and Add-on Service Options do not include third party products, which service is provided on a pass-through basis only.

EXHIBIT D
TIER ONE TECHNICAL SUPPORT OBLIGATIONS OF RESELLER

Tier One Technical Support is the first line, direct customer contact, via a telephone call handling group, provided by the Reseller.

Tier One support includes:

- First contact direct customer/Customer interaction

- Problem report administration and tracking

- Account problem/escalation management

- Initial classification of the customer incident to Empirix Severity Levels

- Information collection and analysis

- Identification of whether the problem is known and has a known solution

- Resolution of system configuration issues

- Troubleshooting and problem reproduction

- Isolating any network related issues

- Isolating HW defects down to the FRU level

- Perform system recovery

- Perform performance analysis to validate system capacity is not causing the issues

The Parties agree that customers shall not have the right to contact Empirix directly for questions related to the Software. All such inquiries will be directed back to Reseller. Reseller technical personnel are expected to be proficient in all related technologies required to support the contracted environments.

Tier One support is "technical support" provided by Reseller personnel. Tier One support includes Level 1 and Level 2 support. Level 2 support is typically provided by experts for the applicable product who serve as the escalation point for Reseller's Level 1 personnel.

Should the Level 2 analyst be unable to resolve a problem, either because of lack of expertise, exhausted troubleshooting knowledge, the Level 2 support engineer may escalate the problem to Empirix Tier Two support personnel for resolution. Level 2 personnel of Reseller will continue to diligently work with Tier Two personnel of Empirix to accomplish resolution. Level 2 personnel of Reseller will communicate all resolutions back to the customer.

Escalations should be presented to Empirix engineers in the form of an eSupport Service Request data base record, with all pertinent configuration detail and failure information or symptoms documented in detail.

In an effort to maintain an efficient support organization and crisp exchange of information, Reseller will limit the number of support personnel (Level 2) authorized to contact Empirix to five (5) and will ensure that these personnel have attended Empirix training and maintained training levels sufficient to supported environments.

The technical tasks to be performed by Reseller include, but are not necessarily limited to, the following:

- Receive and respond to requests received from customers during contracted hours.

- Initial classification of the customer incident to Empirix Severity Levels

- Install Software updates remotely or at customer's site.

- Under the direction of Empirix, alert customers as to the existence of known problems and recommended preventative actions.

- Diagnose the cause of customer problems by:
    o verifying that the installed system components and licensed Software are intended to be compatible with each other;
    o verifying that the configuration is valid for the desired operation;
    o verifying that maintenance procedures prescribed by Empirix have been performed;
    o document the steps, results and error messages resulting in the problem from the customer.
    o Perform performance analysis to validate system capacity is not causing the issues
- Resolve Customer problems (either directly via an electronic data link or by directing personnel on-site) by:
    o correcting invalid configuration;
    o installing known and prescribed product updates;
    o implementing prescribed work around procedures;
    o perform system recovery action to restore operation while problems are analyzed;
    o prepare and submit HW RMA's to Empirix
    o reproduce the problem and/or provide documented evidence of the issue as reported
    o isolate and resolve network and environmental issues

eSupport ticket requirements:

- Problem Summary (100 characters max):
- Problem Description: Detailed description of problem and steps taken to reproduce or demonstrate the issue.
- System ID:
- Product:
- Product Software Version:
- Problem Category: (Software Problem, Hardware Problem, Defect Report, General Question, Feature Request)
- Sub-Category:
    o Platform: (Windows, Linux, etc.)
    o Platform Version:
- Error Message: Describe the exact error message received. If there is no error, describe the symptoms of the problem as clearly as possible.
- Provide complete and detailed information on the nature of the problem, including steps to reproduce the issue. Provide Screen Capture(s) of each step in the problem reproduction.
- Configuration: upload a copy of the configuration.
- Log Files: upload the applicable log files and network or call traces, as appropriate.
    o Note: For IPExplorer issues provide PCAP trace(s)
    o File Details: Provide details about the file(s) uploaded.
- System access details: Provide system access information and any security restrictions/requirements needed to access the system at fault

At the request of Empirix, Reseller shall deliver, at Reseller's expense, updates and upgrades to the Software in accordance with the terms of the Technical Support and Maintenance Policy to Reseller's

customers, as part of the Empirix Technical Support purchased by such customers.

Reseller will inform its customers of Empirix's renewal policies for Empirix Technical Support and will use its reasonable efforts to encourage customers to purchase Technical Support renewals before the completion of customer's the then-current Empirix Technical Support term. Reseller may only provide Updates and/or replacement hardware to customers who have a then-current right to receive Empirix Technical Support. If Empirix Technical Support is terminated before its normal conclusion, neither the Reseller nor the customer shall be entitled to any refund of Empirix Technical Support fees.

EXHIBIT E
RESELLER REQUIREMENTS FOR THE RESALE OF
EMPIRIX PROFESSIONAL SERVICES

For Empirix to deliver Empirix Professional Services to Reseller for resale to its customers, the following procedures must be followed:

- Reseller must gather the necessary information from the Customer to allow Empirix to fully evaluate the scope, requested timing and deliverables to meet the expectation of the customer.

- Reseller will then provide this information to Empirix's designated Service Engineers.

- Empirix, within five (5) business days of receipt, will: (i) provide a project specification quote to more fully evaluate the scope or (ii) provide Reseller with a quote of Empirix's ability to perform the requested services to the customer or (iii) advise Reseller of a "No Bid" or (iv) contact Reseller to request more information or direct contact with the customer.

- Once the Empirix Professional Services quote is accepted, Reseller must sign-off on the quote and send a copy along with a purchase order to Empirix. Empirix reserves the right to not accept an order for Empirix Professional Services that has been received by Empirix after its expiration.

After acceptance by Empirix, cancellation and rescheduling fees will be charged per the terms and conditions in Agreement.