



## SINGLE TRANSACTION RESELLER AGREEMENT

This Single Transaction Reseller Agreement ("Agreement") is entered into as of the date of the last signature below ("Effective Date") between Forward Networks, Inc, with its principal place of business at 2390 Mission College Blvd #401, Santa Clara, CA 95054 ("Forward Networks") and [Reseller] with its principal place of business at [address] ("Reseller"). This Agreement authorizes Reseller to resell Forward Networks software products to [Customer] ("Customer") under the terms and conditions contained herein.

1. Appointment. Reseller is hereby appointed as a non-exclusive reseller for sale of the Forward Networks software products set forth in an applicable quote ("Product" or "Products") to Customer. This Agreement shall only be valid for the quote(s) provided by Forward Networks to Reseller prior to termination of this Agreement pursuant to Section 5 below.

2. Reseller's orders for the Products must be in writing, identify Customer and reference this Agreement, and such orders shall be subject to acceptance by Forward Networks. Forward Networks shall accept or reject an order by an order acknowledgment within ten (10) business days of actual receipt by Forward Networks of such order. The terms and conditions of this Agreement shall apply to all Reseller orders and supersede any different or additional terms on any Reseller order forms.

3. Delivery and Payment Terms. Forward Networks may invoice Reseller upon availability of the Product for electronic software delivery. Reseller shall pay the amounts set forth in Forward Networks' invoice within thirty (30) days from invoice date. Forward Networks may issue one or more invoices for an order. All prices are based upon electronic software delivery unless otherwise stated on the applicable quote.

4. Customer License Agreement. Reseller shall resell the Product only to Customer, and not to other customers, resellers or distributors unless approved by Forward Networks in writing. Reseller shall ensure in its Customer agreement that the Products are resold to Customer subject to the terms of the Customer License Agreement located at <https://www.forwardnetworks.com/customer-license-agreement/>, unless Forward Networks confirms in writing to Reseller that it has entered into Product licensing terms directly with Customer.

5. Term. This Agreement commences on the Effective Date and shall terminate automatically without further notice once the order for the applicable Product is delivered and paid in full.

6. Confidentiality.

6.1. "Confidential Information" means any and all technical and non-technical information related to the current, future and proposed technology, business, products, or services of a party to this Agreement, and such party's suppliers and customers, and includes, without limitation, information concerning development, design details and specifications, engineering, customer lists, business forecasts, sales, and marketing plans and any other similar information or data that is disclosed by such party (the "Disclosing Party") to the other party ("Recipient") or to which Recipient otherwise gains access as a result of this Agreement. Notwithstanding the foregoing, Confidential Information shall not include, and the obligations provided hereunder shall not apply to, information that: (a) is now or subsequently becomes generally available to the public through no fault of the Recipient; (b) the Recipient can demonstrate was rightfully in its possession prior to disclosure by the Disclosing Party without any obligation of confidentiality; (c) is independently developed by the Recipient without use of or reference to any Confidential Information provided by the Disclosing Party; (d) the Recipient rightfully obtained or obtains from a third party who has the right, without obligation to the Disclosing Party, to transfer or disclose such information; or (e) is released or approved for release by the Disclosing Party without restriction.

6.2. Recipient agrees to use the Confidential Information of the Disclosing Party solely to the extent necessary to fulfill Recipient's obligations and/or exercise its rights hereunder, and not for any other purpose. Recipient agrees to hold the Disclosing Party's Confidential Information in confidence, not to disclose such Confidential Information to third parties not authorized by the Disclosing Party, and to disclose such Confidential Information only to Recipient's employees and contractors on a "need to know" basis and provided that such employees and contractors are subject to a written agreement with Recipient that is consistent with and no less protective of the Disclosing Party's Confidential Information than the terms of this Section. Recipient agrees to take reasonable steps, using at least the same degree of care that it uses to protect its own Confidential Information, but no less than reasonable care, to protect the Disclosing Party's Confidential Information to ensure that such Confidential Information is not disclosed, distributed or used in violation of the provisions of this Agreement.

6.3. Disclosure by Request or Order from Authority. The foregoing prohibitions on disclosure of Confidential Information shall not apply to the extent certain Confidential Information is required to be disclosed by Recipient as a matter of law or by order of a court of competent jurisdiction, provided that Recipient uses reasonable efforts to provide the Disclosing Party with prior notice of such obligation in order to afford the Disclosing Party an opportunity to legally prevent or limit the scope of such disclosure.

6.4. Ownership and Return of Confidential Information. The parties recognize and agree that nothing contained in this Agreement will be construed as granting any property rights, by license or otherwise, to any Confidential Information of the Disclosing Party. All Confidential Information and materials furnished to the Receiving Party by the Disclosing Party will remain the property of the Disclosing Party.

6.5. Injunctive Relief. Recipient acknowledges that unauthorized disclosure or use of the Disclosing Party's Confidential Information may cause irreparable harm for which recovery of money damages would be inadequate, and the Disclosing Party shall be entitled to obtain timely injunctive relief to protect its rights under this Agreement, in addition to any and all remedies available at law.

## 7. Limitation of Liability.

7.1. Limitation of Liability. Forward Networks' total liability to Reseller under this Agreement shall be limited to the amount paid by Reseller to Forward Networks for the twelve (12) months prior to the date the claim is filed in a court or tribunal of competent jurisdiction, less any returns and discounts. Reseller releases Forward Networks from all obligations, liability, claims or demands in excess of the limitation of liability.

7.2. No Consequential Damages. FORWARD NETWORKS SHALL BE NOT LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, SPECIAL OR PUNITIVE DAMAGES INCURRED BY RESELLER, INCLUDING WITHOUT LIMITATION ANY LOSS OF PROFIT, REVENUE OR INCOME, LOSS OR USE OF DATA, OR INTERRUPTION OF BUSINESS, HOWEVER ARISING AND WHETHER IN AN ACTION IN CONTRACT OR TORT (INCLUDING STRICT LIABILITY AND NEGLIGENCE) OR BASED ON BREACH OF ANY WARRANTY, EVEN IF FORWARD NETWORKS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

8. Intellectual Property. As between the parties, Forward Networks and its licensors retain all title and rights to all intellectual property (which means all (a) rights associated with works of authorship throughout the world, including but not limited to copyrights and moral rights, (b) trademarks, service marks, trade name and logo rights, and similar rights, (c) trade secret rights and other rights in inventions, know-how and confidential or proprietary information, (d) patent rights, (e) domain names and Internet keywords, (f) other intellectual property or other proprietary rights, whether arising by operation of law, contract, license, or otherwise, and (g) registrations, initial applications, renewals, extensions, provisionals, continuations, divisions or reissues thereof now or hereafter in force (including any rights in any of the foregoing)) throughout the world with respect to the Products. Reseller may not use Forward Networks or its licensors' names or any such mark or designation, even in advertising or marketing the Products, without the express written consent of Forward Networks or as authorized under this Agreement.

9. Export Compliance. Reseller will comply fully with applicable United States government and any other country's export and re-export laws, regulations, and requirements. Reseller may not export or re-export any Product that may be subject to such laws, regulations, and requirements, to any location, to Customer, or for any Customer use, without first obtaining any export license, permit or other approval that may be required. Without limiting the foregoing, (i) Reseller shall ensure that it shall not export or re-export any Product subject to export control laws to any person who is listed on any U.S. government list of prohibited or restricted parties or located in (or a national of) a country that is subject to a U.S. government embargo or that has been designated by the U.S. government as a "terrorist supporting" country, (ii) Reseller shall not resell, access, or use the Products in violation of any U.S. export embargo, prohibition or restriction or for any end-use related to the development, production or use of nuclear, chemical or biological weapons or missiles. Forward Networks' obligations hereunder shall at all times be subject to the export control laws and regulations of the United States government and any amendments thereof.

10. General Provisions. This Agreement shall be governed and interpreted in accordance with the laws of the State of California, without application of its conflicts of law principles and without application of the United Nations Convention on the International Sale of Goods. Reseller may not assign or transfer, directly or indirectly, by operation of law or otherwise, this Agreement or its rights and obligations without the prior written consent of Forward Networks. Forward Networks may assign or transfer this Agreement without Reseller's consent. If either party is unable to perform its obligations hereunder by reason of fire, natural disaster, explosion, strike, industrial disruption, war, riot, governmental restraint or regulations, or any other similar condition beyond the reasonable control of such party, then such party shall give to the other party prompt written notice. Thereupon, except for the obligation to pay any fees or invoices as due, the obligations of such party giving such notice shall be suspended for so long as such condition exists, provided that such party shall act diligently to remedy the cause of such condition. If such condition lasts more than two (2) months, the party receiving such notice may, at its discretion, terminate this Agreement. The parties understand and agree that each party is an independent contractor in the performance of each and every part of this Agreement and is solely responsible for all of its employees and agents and its labor costs and expenses arising in connection with this Agreement. No delay or omission by either party to exercise any right, power or remedy occurring upon any noncompliance or default by the other party with respect to any of the terms of this Agreement shall impair any such right, power or remedy or be construed to be a waiver. Unless stated otherwise, all remedies provided for in this Agreement shall be cumulative and in addition to and not in lieu of any other remedies available to either party at law, in equity, or otherwise. This Agreement and the exhibits constitute the entire and complete agreement between the parties regarding the subject matter. No change, modification, amendment, waiver or discharge of this Agreement shall be valid unless it is in writing and is executed by both parties.

IN WITNESS WHEREOF, the undersigned have executed this Agreement on and as of the Effective Date.

Forward Networks, Inc.

[Reseller]

By: \_\_\_\_\_

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Printed

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_