

THIS LETTER OF ENGAGEMENT is effective as of the last date signed below (the “**Effective Date**”) and establishes the terms and conditions upon which the licensor, WALLIX set forth below (“**WALLIX**”) will sell hardware (if any) and license WALLIX’s software (together, “**Product**”) and sell support and maintenance services for the Product (“**Services**”) for the reseller set forth below (the “**Reseller**”) and for distribution to any entity which, according to WALLIX’s Licensing Guide and then-current End User License Agreement, obtained through Reseller the non-exclusive, non sublicensable and non-transferable right to use the Product and, where applicable, to benefit from the Services for its own internal purposes and not for distribution or resale (the “**End User**”). Reseller agrees that only this letter of engagement and any document incorporated herein by reference (the “**Agreement**”) shall apply to distribution by Reseller of WALLIX’s Product and Services to End Users and any other terms and conditions, whether pre-printed or otherwise, shall have no effect. Each of WALLIX and Reseller may be referred to as a “**Party**” and collectively the “**Parties**.” This Agreement, any document incorporated herein by reference, any purchase orders, any Product license, Services and documentation provided by WALLIX and any information exchanged between the Parties is confidential and proprietary information (“**Confidential Information**”) subject to the terms and conditions of Section 9 of this Agreement.

1. DISTRIBUTION OF PRODUCT AND SERVICES

Subject to the terms and conditions of this Agreement, WALLIX grants to Reseller a non-exclusive, non-transferable limited and revocable license to promote, market and distribute the Product and Services directly to End Users during the Term (as defined below) of this Agreement. Distribution and licensing of Product shall be made according to WALLIX’s licensing model which is described in WALLIX’s then-current Licensing Guide, which is hereby incorporated by reference. Any modification, update or revision of Reseller Program, its related Program Guide hereby incorporated by reference and Licensing Guide will become effective immediately at the end of the thirty (30) days’ prior notice period and will be deemed to modify and supplement the terms of this Agreement. Reseller’s continued participation in WALLIX’s Reseller Program, submission of Purchase Order or distribution of Product and Services following such notice will constitute Resellers’ binding acceptance of such modification, update or revision.

During the Term, Reseller shall at all times comply with the Program Level Requirements specified in WALLIX’s then-current Program Guide. In the event or at any time that (a) Reseller does not meet Program Level Requirements or fails to perform any other obligations set forth in this Agreement, or (b) WALLIX reasonably determines that Reseller does not qualify for its then current Program Level under the Reseller Program or qualifies for a different Program Level, WALLIX is entitled, at its option to, (i) remove, suspend, withhold or refuse Purchase Order or benefits from Reseller Program; (ii) change Reseller’s Program Level by written notification pursuant to the provisions above; and/or (iii) terminate this Agreement pursuant to its provisions, without prejudice to all its other rights and remedies.

All distribution and use of the Product by the End User shall be for its own internal purposes and subject to the terms and conditions of the then-current WALLIX’s End User License Agreement. It shall be Reseller’s responsibility to ensure that End User has validly accepted the terms of WALLIX’s End User License Agreement. Acceptance of the End User License Agreement shall be demonstrated either by the End User (i) having prior knowledge of its terms and conditions before

ordering the Product to Reseller; (ii) accepting the terms during the Product installation process or; (iii) by physically executing a copy of the End User License Agreement, provided that Reseller duly informs WALLIX of any amendment made by the End User and that it shall not accept such amendment on behalf of WALLIX without having obtained WALLIX’s prior written approval. Any guaranties, warranties, promises or commitments given or made by the Reseller which go beyond WALLIX’s then-current standard license terms with the Product are not binding for WALLIX and are at the sole responsibility of Reseller, and Reseller hereby agrees to indemnify and hold harmless in full WALLIX related to any such guaranties, warranties, promises or commitments.

All subscription to Services related to the Product shall be subject to the term and conditions of then-current WALLIX’s General Terms of Services. Any guaranties, service level agreement, promises or commitments given or made by the Reseller which go beyond WALLIX’s then-current General Terms of Services are not binding for WALLIX and are at the sole responsibility of Reseller, and Reseller hereby agrees to indemnify and hold harmless in full WALLIX related to any such guaranties, service level agreement, promises or commitments.

WALLIX’s Product licensed and Services distributed under this Agreement may solely be distributed to Reseller’s End Users. Therefore, Reseller shall not use the Product for its own internal business use, except pursuant to a separate end user licensing agreement for that purpose. Reseller agrees not to distribute the Product by rental or lease or in any other licensing model than agreed in writing between the Parties and Reseller shall advise its End Users that pursuant to this Agreement, Reseller has a license to distribute WALLIX’s Product licenses and that WALLIX’s Product are not sold.

2. NOT FOR RESALE LICENSE

Any limited license of the Product identified as “Not-for-Resale” (“**NFR**”) that may be provided to Reseller by WALLIX shall be (i) installed on its own servers in a non-production environment and therefore shall not in any manner be installed on any third party system, including on End User systems; (ii) subject to the terms of this

Agreement; (iii) limited for a period of one (1) year, renewable upon Reseller's request; and (iv) used solely for non-production purposes of demonstrations and internal training ("**Permitted Purposes**"). Use for demonstrations purposes shall solely be in the course of Reseller's responsibility to promote the Product to prospective End Users prior to any purchase order made by End User to Reseller. Use for internal training shall be exclusively for Reseller's employees involved in demonstrations of the Product to prepare such demonstrations, to evaluate and test permitted Product scenarios according to its Documentation and to keep accurate knowledge of the Product, especially any Product update. SUCH NFR LICENSE IS PROVIDED BY WALLIX "AS IS" WITHOUT ANY WARRANTY OF ANY KIND.

In particular, Permitted Purposes do not include the right to and Reseller agrees not to: (i) copy the Product or use the Product outside the limited period or in any manner except as expressly permitted in this Section; (ii) attempt to circumvent, disable or defeat the limitations on Reseller's Permitted Purposes and Reseller's NFR license; (iii) transfer, sell, rent, lease, distribute, sublicense, loan or otherwise transfer this NFR license in whole or in part to any third party, including to any End User; (iv) use the Product and NFR license for providing time-sharing services, any software-as-a-service offering ("SaaS"), service bureau services or as part of an application services provider or as a service offering; (v) alter or remove any proprietary notices in the Product; or (vi) make available to any third party any analysis of the results of operation and test of the Product, including benchmarking results, without the prior written consent of WALLIX.

Reseller shall, at its own cost and expense, make, obtain, and maintain in full force and effect at all times during the Term, all filings, registrations, reports, licenses, permits, authorizations, professional and operational liability coverage without geographical limit or any other insurance as is legally required and appropriate required under applicable law for Reseller to perform its obligations under this Agreement. Reseller shall provide WALLIX with certificates of insurance evidencing such coverage required within ten (10) business days of WALLIX's request. Reseller shall be responsible for all expenses incurred in the course of exercising any of its rights, obligations or responsibilities arising under this Agreement.

3. PURCHASE AND DELIVERY

During the Term, Reseller will place with Distributor purchase orders for the Product and Services ("**Purchase Order**") following receipt of a valid End User's purchase order specifying (i) the number of Product licenses; (ii) the Product licensing model; (iii) the type and duration of Services; (iv) the End User corporate name, registration number and address (v) the delivery and invoicing address; (vi) the price for Product and/or Services ("**Fees**") and all applicable taxes; and (vii) any other information reasonably required by WALLIX, Distributor or applicable law. In any case, the number of Product licenses indicated on the Purchase Order issued by Reseller cannot exceed the number of Product licenses ordered by the End User to Reseller. No Purchase Order shall be binding upon WALLIX until accepted by WALLIX in writing. Upon request, Reseller shall provide documentation to WALLIX that Reseller has received valid purchase orders from End Users. Delivery of the

LETTER OF ENGAGEMENT FOR INITIAL PARTNERS

Product licenses shall be in electronic form and made by WALLIX to Distributor. Reseller shall pay all the applicable Fees to Distributor in the currency and time agreed between them. Reseller bear all risk of non-payment by End Users, and may not terminate a Purchase Order or receive any refunds due to non-payment or late-payment by an End User.

Delivery of the Product hardware appliance shall be EX WORKS (EXW) PARIS according to Incoterms ® 2010 rules. Risk of damage to or loss of the Product hardware appliance shall pass to the Distributor and/or Reseller (where applicable) once WALLIX has delivered the Product hardware appliance at the disposal of the Distributor and/or Reseller in WALLIX's registered offices and thereafter WALLIX shall not be responsible for any loss or damage to the Product hardware appliance. All charges that may be incurred in connection with the delivery of the Product hardware appliance to the End User, including, without limitation, in respect to freight, export duties, import duties, all applicable taxes, appropriate insurance or any other payments required to process the Product hardware appliance from WALLIX's registered offices are the sole and exclusive responsibility of Reseller.

WALLIX assumes no obligation for the payment of local or foreign taxes, other duties and excise taxes, now or hereafter applied on the sale, transportation, import, export, licensing or use of the Product, including sales tax, value added tax, withholding tax or similar tax (including interest and penalties thereon), paid or payable at any time thereon, such taxes being the sole and exclusive responsibility of Reseller.

Reseller agrees to maintain complete and accurate records (in accordance with generally accepted accounting principles) relating to its activities under this Agreement and to retain such records for two (2) years after termination of this Agreement. WALLIX shall have the right during the Term of this Agreement and for two (2) years thereafter, at any time upon fifteen (15) days prior notice, to cause an audit and/or inspection to be made of Reseller's records and premises in order to verify reports submitted by Reseller and/or Reseller's compliance with the terms of this Agreement. Any such audit shall be conducted by WALLIX's internal auditor or an independent auditor selected by WALLIX. Any such audit shall be at the expense of WALLIX unless Reseller is found to be non-compliant with this Agreement, in which case the audit shall be at the expense of Reseller.

4. TRADEMARKS AND PUBLICITY

During the Term, WALLIX may include Reseller's details and Reseller Trademarks (as defined below) on any website owned by WALLIX and Reseller specifically consents to publication of its corporate name, logo and by WALLIX to inform End User that it is a WALLIX's Initial Reseller of Initial Program Level. In this regard, subject to the terms of this Agreement and solely during its Term, Reseller grants WALLIX a nonexclusive, non-transferable, paid-up, revocable limited license to use Reseller Trademarks solely to exercise its rights and obligations under this Agreement. For the purposes of this Section, "**Reseller Trademarks**" means logos, images, trademarks, service marks, trade names or other mean to identify Reseller. Reseller may revoke WALLIX's license to Reseller Trademarks at any time in

its sole discretion. Upon such notice, WALLIX will use commercially reasonable efforts to remove Reseller's Trademarks from its websites. Reseller shall not represent to any third party that, by displaying Reseller Trademarks on WALLIX's website, WALLIX: (i) has endorsed, warranted or guaranteed the performance of any Reseller product; (ii) implied the merchantability or fitness for a particular purpose of any Reseller product; or (iii) intends to do either (i) or (ii). Neither Party shall make any warranties about the other Party's products or services without the other Party's written authorization.

During the Term, WALLIX grants Reseller a non-exclusive right to use and display solely WALLIX's specific logos associated with its Initial Program Level as provided by WALLIX and any sales enablement kit as provided by WALLIX (collectively, "**WALLIX Trademarks**") to the extent reasonably necessary for sales, marketing and promotion of the Product and Services; and subject to Reseller's compliance with the terms and conditions of this Agreement. Nothing contained in this Agreement shall give Reseller any interest in such WALLIX Trademarks. WALLIX shall retain sole ownership of WALLIX Trademarks and all goodwill associated therewith or arising out of such sales, marketing and promotion activities made by Reseller provided that: (i) Reseller shall not remove, alter, change or modify any of WALLIX's Trademarks or material provided by WALLIX or any conspicuous indication in such material that such names and marks are WALLIX's Trademarks; (ii) Reseller complies at any time during the Term with WALLIX's written guidelines and instructions on such use and display of WALLIX Trademarks, as promulgated by WALLIX from time to time; and (iii) Reseller shall not use any WALLIX Trademarks in combination with any products or services other than WALLIX's Products and shall withdraw and retract in a timely manner any promotion or advertising materials that WALLIX finds unsuitable or to be in breach of the terms of this Agreement.

Notwithstanding the foregoing, Reseller agrees that: (i) WALLIX may revoke Reseller's license to use and display WALLIX Trademarks at any time in its sole discretion and upon such notice, Reseller will use commercially reasonable efforts to remove WALLIX's Trademarks from any promotion or advertising materials that WALLIX finds unsuitable or to be in breach of the terms of this Agreement; (ii) it will not at any time during or after the Term and in any jurisdiction, claim any interest in, adopt, register, attempt to register, incorporate or use, in whole or in part, any word, combination of words, logos or similar designs, corporate name, product name, trade name, trademark, service mark, certification mark, domain name, URL or other similar designations owned by WALLIX or any other designation confusingly similar to, or misspelled versions of, any WALLIX Trademarks, nor do anything that may adversely challenge or affect the validity or enforceability of any WALLIX Trademarks; and (iii) it shall not make any use of the WALLIX Trademarks which voluntarily tarnish, blur, or dilute the goodwill associated with the WALLIX Trademarks. Reseller further agrees that it will comply with all applicable laws and regulations pertaining to the proper use and designation of the WALLIX Trademarks in a particular country.

In the event Reseller would like to (i) alter, change, modify or use any of WALLIX's Trademarks or materials in a form other than provided by WALLIX; or (ii) create and develop any other sales, marketing and

LETTER OF ENGAGEMENT FOR INITIAL PARTNERS

promotional materials relating to the Product and Services, it shall submit for WALLIX's prior written approval all such media to WALLIX within no less than ten (10) business days prior to making such media available in any manner.

Neither Party may issue any press releases, publicity, marketing or sales materials, or other materials developed by or on behalf of either Party which are not Marketing Materials provided by WALLIX and refer to this Agreement or the relationship between the Parties, or otherwise use the name or trademark of the other Party without prior review and written approval by the other Party.

5. OWNERSHIP AND INTELLECTUAL PROPERTY

Title to and ownership of the Product, Documentation, WALLIX Trademarks, Marketing Materials, and any improved, updated, modified and/or additional parts thereof (regardless of whether such improvements, updates, upgrades, modifications and/or additional parts were made and/or developed pursuant to the request and/or specifications of Reseller and/or End User, and irrespective of any support and/or assistance WALLIX may, will or had received from Reseller with respect thereto), all copyright, patent, trade secret, trademark and other intellectual property rights embodied in the Product, Documentation, Marketing Materials and any other advertising material, shall at all times remain the property of WALLIX or WALLIX's licensors. Nothing in this Agreement shall constitute a waiver of WALLIX's intellectual property rights under any law or be in any way construed or interpreted as such. Any right not expressly granted to Reseller in this Agreement is hereby reserved by WALLIX. WALLIX shall have the sole right to make design, technical or architecture modifications to the Product at any time upon its discretion. In this regard, pursuant to Article L.122-6-1 of the French Intellectual Property Code, WALLIX expressly reserves its right to correct errors in the Product and to provide maintenance Services.

Reseller shall fully reproduce any copyright, trademark or other notices marked on any part of the Product, Documentation, Marketing Materials and any other advertising material on any and all copies thereof. Reseller shall not alter or remove any of WALLIX's or its licensors' copyright notices, WALLIX's Trademark notices or other designations that appear or may appear in or on WALLIX's Marketing Materials, Product, Documentation or any related documentation, software, advertising, displays, media or designations. Reseller shall take all reasonable measures to protect the intellectual property rights of WALLIX and its licensors in the Product and the Trademarks according to the terms and conditions of this Agreement. Especially, Reseller shall promptly notify WALLIX in writing of any unauthorized use, reproduction or distribution of the Product, Trademarks or Documentation of which it becomes aware and to provide WALLIX with such assistance and taking such measures as are reasonably requested by WALLIX from time to time in this regard.

Reseller shall not, either directly or indirectly alter, revise, enhance, customize or otherwise change or modify the Product or any part thereof without WALLIX's prior written consent, which consent may be withheld in the sole and absolute discretion of WALLIX. If such consent is given, and unless the Parties agree otherwise, Reseller shall deliver to WALLIX all such alterations, revisions, enhancements,

customizations, changes or modifications and an assignment of all copyright or other intellectual property interest and waiver of any rights that Reseller or any other person may have in same.

6. TERM AND TERMINATION

The initial term of this Agreement shall be one-year from the Effective Date (the "**Initial Term**"), unless earlier terminated thirty (30) days prior to the end of the Initial Term and unless as provided herein. This Agreement shall thereafter renew automatically in one-year increments (each "**Renewal Term**"), unless one party notifies the other in writing at least sixty (60) days before the end of the then-current term that it intends not to renew. The Initial Term along with any Renewal Term is referred to herein as the "**Term**". Notwithstanding anything to the foregoing, either party may terminate this Agreement immediately upon: (i) a material breach or default by the other party, which breach or default is not cured within thirty (30) days of receipt of written notice by registered letter with acknowledgment of receipt from the non-breaching party; (ii) an amalgamation, acquisition or merger of Reseller with any person or entity who is not a party to this Agreement or assignment of this Agreement by Reseller without WALLIX's prior written consent; (iii) in case of any change in law or policy or regulation which might affect WALLIX's business subject to ninety (90) days prior written notice; or (iv) to the extent permitted by applicable law, the other Party is declared bankrupt, files for a moratorium on payment of its debts or seeks any other relief, or becomes the subject of any proceeding under any bankruptcy, insolvency or liquidation law, whether domestic or foreign and whether voluntary or involuntary, or undergo any proceeding analogous to any of the foregoing events.

Upon termination or expiration of this Agreement: (a) Reseller shall cease to market, promote and distribute the Product and Services and cease to use Not For Resale License and all rights and licenses granted to Reseller pursuant to this Agreement shall automatically terminate; (b) Reseller shall cease to use WALLIX's Trademarks and Marketing Materials and any other intellectual property of WALLIX; (c) Reseller shall pay WALLIX all amounts due and outstanding hereunder in accordance with the terms of this Agreement but not later than thirty (30) days from the last day of the month in which termination or expiration is effective; and (d) Reseller shall immediately (i) return to WALLIX all Confidential Information, Marketing Materials, Not-for-Resale License and literature in its possession, custody or control in whatever form held (including all copies or embodiments thereof), and (ii) in the case of digital material or other material which would remain in Reseller's possession following such a return, destroy such material and confirm to WALLIX that such has been accomplished.

7. WARRANTIES, DISCLAIMER AND COMPLIANCE

Each Party warrants to the other that it has the power and authority to enter into and perform its obligations under this Agreement. The signatory to this Agreement for and on behalf of the Parties is authorized and fully empowered to execute this Agreement on that Party's behalf.

LETTER OF ENGAGEMENT FOR INITIAL PARTNERS

Reseller shall, at its own cost and expense, make, obtain, and maintain in full force and effect at all times during the Term, all filings, registrations, reports, licenses, permits, authorizations, professional and operational liability coverage without geographical limit or any other insurance as is legally required and appropriate required under applicable law for Reseller to perform its obligations under this Agreement. Reseller shall provide WALLIX with certificates of insurance evidencing such coverage required within ten (10) business days of WALLIX's request. Reseller shall be responsible for all expenses incurred in the course of exercising any of its rights, obligations or responsibilities arising under this Agreement. Reseller hereby represents and warrants that it complies and shall comply with all applicable laws, rules and regulations applicable to performance of the contemplated activities pursuant to this Agreement in any applicable country or jurisdiction in connection with this Agreement. Reseller shall obtain and keep current all governmental permits, certificates and licenses necessary for performance of the contemplated activities. Reseller hereby represents and warrants that it is fully aware of any applicable anti-corruption, anti-bribery and export control laws and regulations of the European Union or of any other country exercising jurisdiction over the contemplated activities hereunder.

For WALLIX's Product being ordered by Reseller, WALLIX only warrants the Product to End Users and pursuant to the terms of the applicable End User License Agreement. No warranty for WALLIX's Product is extended to Reseller pursuant to this Agreement. If Reseller's End User customers wish to make a warranty claim with respect to WALLIX's Product, Reseller will provide commercially reasonable assistance in making such claim to WALLIX. As between WALLIX and Reseller, all warranties of any kind are expressly disclaimed to the extent permitted by law, except as may be provided in this Agreement. WALLIX does not warrant that: (i) the operation of the Product will be uninterrupted or error-free; (ii) any or all available software programs will run properly on the Product nor that it will meet any End User's requirements or operate in the combinations which may be selected for use by End User; (iii) any stored data will be accurate or reliable, or will not be lost, damage or corrupted; and/or (iv) WALLIX will detect every defect or error in the Product.

Except for Excluded Claims as defined below, in no event shall WALLIX, its affiliates, subsidiaries, employees, officers, directors or licensors be liable to Reseller or End User for any indirect damages or lost profits (including without limitation, damages for costs of procurement of substitute goods or services, loss of business, revenue, contracts, data, goodwill or reputation, business interruption and the like) of any kind, whether foreseeable or unforeseeable, arising directly or indirectly, out of, or in connection with this Agreement or the Product and Services. "**Excluded claims**" shall mean losses or damages arising from fraud, gross negligence, willful misconduct, false representation, breach of confidentiality and/or infringement or misappropriation by a Party of the other Party intellectual property rights and death or personal injury resulting from either Party's negligence and any other liability which cannot be excluded or limited by applicable law. THEREFORE, EXCEPT FOR EXCLUDED CLAIMS, EITHER PARTY TOTAL AGREGATE LIABILITY FOR DIRECT DAMAGES ARISING OUT OF OR IN CONNECTION

WITH THIS AGREEMENT SHALL NOT EXCEED THE TOTAL AMOUNT ACTUALLY RECEIVED BY WALLIX AS A RESULT OF PURCHASE ORDERS MADE BY RESELLER DIRECTLY TO WALLIX OR WALLIX'S DISTRIBUTOR IN THE SIX-MONTH PERIOD PRECEDING SUCH CLAIM.

8. INDEMNIFICATION

During the Term of this Agreement, WALLIX shall defend and hold harmless Reseller from direct damages, suffered by Reseller as a result of any third-party claim, action, suit or proceeding alleging that the Product as provided by WALLIX to Reseller, when used pursuant to WALLIX's instructions, End User License Agreement and in accordance with the applicable Documentation, infringes such third party's copyrights ("**Infringement Claim**"). If such Infringement Claim is brought against Reseller or WALLIX believes that the Product, or any part thereof, may infringe third party rights, then WALLIX may in its sole discretion: (i) procure the right for Reseller to continue to distribute the Product; (ii) replace or modify the allegedly infringing part of the Product so that it becomes noninfringing while giving substantially equivalent performance; or (iii) require, if WALLIX determines that the foregoing remedies are not reasonably available, that use of the (allegedly) infringing Product (or part thereof) shall cease and WALLIX will provide a pro rata refund of Fees paid by Reseller which (i) relates to the period after the date of termination in the case of subscription term Product, and (ii) is depreciated on a straight line three (3) year basis commencing on the date of purchase in the case of perpetual term Product.

The defense and indemnification obligations of WALLIX under this Section are subject to: (i) WALLIX being given prompt written notice of the claim no later than ten (10) days of Reseller receiving written notice of any such claim; (ii) WALLIX being given immediate and complete control over the defense and/or settlement of the claim; and (iii) WALLIX providing cooperation and assistance, at its own expense, in the defense and/or settlement of such claim and not taking any action that prejudices WALLIX's defense of or response to such claim. Notwithstanding the foregoing, no claim shall be settled without the WALLIX's consent, such consent not being unreasonably withheld.

The foregoing states the entire liability of WALLIX and Reseller's sole remedy for any infringement of intellectual property rights. Notwithstanding any other provision of this Agreement, WALLIX will have no indemnification obligation and/or liability to Reseller for any Infringement Claim based on or related to: (a) Reseller fails to notify WALLIX in writing within ten (10) days of Reseller being notified of any such Infringement Claim; (b) Reseller, without the prior written consent of WALLIX, acknowledged the validity of or takes any action which might impair the ability of WALLIX to contest the Infringement Claim or proceedings if it so elects; or (c) the Infringement Claim arises due to modification of the Product by anyone other than WALLIX, use of the Product other than in accordance with its Documentation, End User License Agreement or use of the Product with any hardware, software or other component not provided by WALLIX, and the Infringement Claim would not have arisen without such use or modification. Reseller shall defend WALLIX, and its officers, directors

LETTER OF ENGAGEMENT FOR INITIAL PARTNERS

and employees, against any such action, and Reseller shall pay all settlements entered into, and all judgments and costs (including reasonable attorneys' fees) awarded against WALLIX in connection with any such action.

Reseller will indemnify and hold harmless WALLIX, including its affiliates, subsidiaries, employees, officers, directors, subcontractors, and licensors, from and against any third party claim, demand, action, suit, proceeding, damages, losses, costs, expenses and/or liability that may arise, either directly or indirectly, from or related to (i) Reseller's breach of any of its obligations, representations and warranties under this Agreement; (ii) warranties or representations made by Reseller regarding WALLIX's Product and Services that were not authorized in writing by WALLIX; (iii) the improper integration of the Product by Reseller into the computer systems of End Users; (iv) the performance of, or infringement by, software, equipment or materials (including Reseller intellectual property) not supplied by WALLIX; (v) Excluded Claims as defined above made by Reseller, or its employees, agents or contractors; and (vi) any acts or omissions of Reseller.

9. CONFIDENTIALITY

Each party (the "**Disclosing Party**") may disclose to the other (the "**Receiving Party**") certain confidential technical and business information which the Disclosing Party desires the Receiving Party to treat as confidential. "**Confidential Information**" means any information disclosed by either party to the other party, either directly or indirectly, in writing, orally, electronically or by inspection of tangible objects (including without limitation documents, prototypes, equipment, technical data, trade secrets and know-how, product plans, Product, Documentation, Marketing Materials, services, suppliers, customer lists and customer information, prices and costs, markets, software, databases, developments, inventions, processes, formulas, technology, employee information, designs, drawings, engineering, hardware configuration information, marketing, licenses, finances, budgets, legal agreement and other business information), which is designated as "Confidential," "Proprietary" or some similar designation or by the nature of the circumstances surrounding disclosure, should reasonably be understood to be confidential. Confidential Information may also include information disclosed to a Disclosing Party by third parties. Each Party agrees to: (a) preserve and protect the other Party's Confidential Information in confidence and shall safeguard the other Party's Confidential Information with at least the same degree of care that it takes to protect its own information of a similar nature, which in no event shall be less than a reasonable standard of care; (b) refrain from using the other Party's Confidential Information except for the purpose of performing its obligations under this Agreement; and (c) not disclose such Confidential Information to any third party except to employees and contractors as is reasonably required in connection with the exercise of its rights and performance of its obligations under this Agreement (and only subject to binding use and disclosure restrictions which are at least as protective as those set forth herein and which are agreed to in writing by such employees).

Confidential Information shall not include any information which is shown by the Receiving Party that such information is: (i) in the public domain through no wrongful act of the Receiving Party; (ii) independently developed by the Receiving Party without reference to or use of the Confidential Information of the disclosing party; and/or (iii) rightfully obtained by the Receiving Party from a third party free of any obligation to such third party to keep it confidential. Notwithstanding the above, the receiving party may disclose Confidential Information if required to do so by law or court order provided, however, that the Receiving Party shall make the best effort to provide prompt written notice of such court order or requirement to the disclosing party to enable the disclosing party to seek a protective order or otherwise prevent or restrict such disclosure.

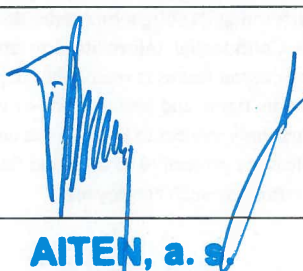
10. GENERAL

This Agreement and any document incorporated herein constitutes the complete and exclusive agreement between the Parties concerning its subject matter and supersedes all prior or contemporaneous agreements or understandings, written or oral, concerning the subject matter of this Agreement. In case of any conflicts between the terms and conditions of this Agreement, or any of the documents incorporated herein, the terms and conditions of this Agreement shall prevail. Except as expressly provided herein, this Agreement may not be modified or amended unless it is made in writing signed by a duly authorized representative of each Party. This Agreement shall be

LETTER OF ENGAGEMENT FOR INITIAL PARTNERS

governed by the laws of FRANCE (without regard to the conflict of laws provisions) and shall be enforceable in the courts of PARIS. Failure of either party to exercise any right, or to insist upon strict compliance with any provision of this Agreement, and any custom or practice inconsistent with this Agreement, shall not constitute a waiver that right or provision. If any provision of this Agreement is held invalid, the remainder of this Agreement, and its application to other circumstances, shall not be affected. This Section as well as any provisions which by their nature are intended to survive termination or expiration of this Agreement, shall survive the expiration or termination of this Agreement. This Agreement may be executed in two (2) counterparts, each of which will constitute an original, and both of which will constitute one and the same instrument. To confirm their acceptance of all the foregoing, the Parties' authorized representatives have signed below; signatures may be electronic or manual. This Agreement or any signed documents transmitted by fax or as a scanned attachment to an email will be treated as signed hard copy counterparts. Delivery of an executed counterpart of a signature page to this Agreement by facsimile transmission or in a non-modifiable electronic copy (e.g. in pdf format) via email is deemed as effective as delivery of an originally executed counterpart of this Agreement. Reseller may not assign or transfer this Agreement or any rights herein, or delegate to a third person any duties or obligations hereunder, without WALLIX's prior written consent, and any attempt to do so is void. The relationship established by this Agreement is that of independent contractors.

For Reseller:

Company name:	AITEN, a. s., Bratislava
Company form:	joint stock company
Registration number:	36221945
Address, City, Zip, State:	Bajkalská 19/B, Bratislava, 82101, Slovak republic
Name and position of signatory :	Michal Pikus Chairman of the Board of Directors Juraj Gál Member of the Board of Directors
Date:	July 30, 2021
Signature and Stamp:	

For WALLIX:

Company form:	Limited Liability Company
Registration number:	B 450 401 153
Registered offices:	250bis rue du Faubourg Saint-Honoré – 75008 PARIS
Name and position of signatory:	
Date:	
Signature and Stamp:	

AITEN, a. s.
Bajkalská 19B
821 01 Bratislava – mestská časť Ružinov