



Channel Partner Agreement

Ava Security - Channel Partner Agreement

This agreement is made as of _____ (hereinafter referred to as the "Effective Date") by and between
Ava and _____ with mailing address:

Street Address _____

City: _____ State: _____ Zip Code: _____ Country: _____

(hereinafter referred to as the "Partner"). Ava and the Partner sometimes are referred to individually as a "Party" or collectively as the "Parties.

1 The Relationship

1.1 Appointment

Subject to the terms and conditions of this Agreement, Ava hereby appoints the Partner and the Partner agrees to perform as Ava's non-exclusive reseller of the products described in the then-current price list provided by Ava for the geographic area(s) described in Schedule A of this agreement. For the purposes of this Agreement, "non-exclusive reseller" means that Ava at all times may promote, sell, service and lease in the geographic area any or all of the products through one or more individuals and entities other than the Partner including without limitation one or more other resellers.

1.2 Sales outside of the geographic area

In no event will the Partner actively market, sell or lease any or all of the products for use outside of the geographic area. If the Partner does not comply with the geographic policies Ava may designate such sale, service or lease as an extraterritorial sale, and at the sole discretion of Ava may do one or more of the following:

- i. Require the Partner, no later than 7 days after the receipt by the Partner of notice from Ava, to subcontract all or part(s) of such services and support regarding such extraterritorial sale(s) to one or more other individuals or entities designated by Ava;
- ii. Require the Partner, no later than 15 days from the date of notice from Ava, to pay one or more other individual(s), or entity designated by Ava in such notice a portion (determined by Ava in its sole discretion) of the revenue received or other consideration received or to be received by the Partner from such end user; or
- iii. Prohibit, with effect from 7 days after the date of notice from Ava, the extraterritorial sale by the Partner

1.3 Scope

Except as expressly provided in this Agreement or as otherwise expressly agreed in writing by the Parties, the Partner:

- i. Agrees to submit to Ava orders for the Products and for each such order accepted by Ava in its sole discretion to purchase the item(s) of the Products from Ava described in such order for the sole purpose of resale, leasing or demonstration to end users and
- ii. Will not actively sell, lease or service directly or indirectly any or all of the Products for resale, leasing, subleasing, service, distribution or use outside of the geographic area, or for resale by other individuals or entities inside of the geographic area

2 Terms and conditions

2.1 Prices

Prices and terms of sale for the products ordered by the Partner from Ava shall be determined in accordance with the provisions of this Agreement as supplemented or modified by those prices and terms in the current version of the price list(s), announcements and policies issued in writing to the Partner by Ava (hereinafter, regardless of whether related to pricing or terms, referred to collectively as the "Ava Policies"). Such prices and terms are subject to change by Ava without notice, except that no change in prices shall be effective sooner than 30 days after receipt by the Partner of notice from Ava of such change. Such prices do not include sales, use, excise or other taxes that may be applicable to the Products. Applicable price lists for this partnership are through Ava Security, Inc. and are restricted to commercial accounts. All federal accounts, orders, and pricing will require a separate agreement through Ava Federal, Inc. All prices

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are Ex Works. Partner will therefore bear all the costs and risks involved in collecting the goods from Ava's premises or other named places. However, Ava will, as a service to the Partner, handle the shipping on the Partner's behalf. Partner must purchase and own transportation/ equipment insurance to cover the risk of transport.

2.2 Purchase orders and acceptance

Each order from the Partner for any or all of the products shall be submitted to Ava in the form of an individual purchase order in the form(s) specified by Ava or, if not so specified, which contains at a minimum an identification of each item of the Products ordered by code number from the current price list(s) and by full description, the corresponding quantity and price, end-customer name and contact and requested delivery date. No purchase order is binding before it is confirmed in writing by Ava.

2.3 Payment

For each order from the Partner accepted by Ava pursuant to this Agreement, the Partner agrees to make any relevant payments to Ava in accordance with the terms described in Schedule B of this Agreement (hereinafter referred to as the "Terms of Payment"). In the event that the Partner fails to make any payment as required under this Agreement, Ava shall be entitled to charge interest on such payment at the Late Fee rate as set out in Schedule B.

3 Ava Responsibilities

3.1 Ava shall do each of the following:

- i. Provide or arrange for the provision of training to the Partner's personnel consistent with the Ava Partner Program requirements and as otherwise deemed appropriate by Ava.
- ii. Supply the Partner, at the expense of Ava and consistent with the at time policies, with published product information, sales aids and promotional materials in such form, with such content and in such quantities as Ava may determine appropriate.
- iii. Furnish the Partner with leads on prospects for sales of the products in those situations considered appropriate by Ava.
- iv. Obtain and maintain all authorizations, approvals, permits and licenses for the products (hereinafter referred to collectively as the "Approvals") which Ava determines are necessary or desirable for the marketing, sale, service and leasing of the products in the geographical area, except that nothing in this Agreement will require Ava to obtain and maintain or either thereof any or all of the approvals:
 - a. related to the organization, conduct and operation of the Partner's business or
 - b. specific authorizations, approvals or permits or licenses necessary for each individual partner to sell Ava products in the geographical area or
 - c. if Ava determines that the costs thereof are not justified or for any other reason(s) Ava decides not to do so.
- v. Provide the Partner with competitive information in the possession of Ava to the extent Ava believes such information is useful to the Partner.
- vi. Inform the Partner of technical developments that Ava determines are necessary or appropriate to the promotion, sale or lease by the Partner and use of any or all of the Products in the geographical area.
- vii. Develop products designed to address marketplace needs consistent with the objectives of Ava.
- viii. Promote the products in the manner considered appropriate by Ava.
- ix. When requested by the Partner, Ava will at its earliest possible opportunity furnish available technical personnel reasonably requested as temporary services to assist in pre-sales and post-sales support as well as in the maintenance and repair of the products at prices agreed upon on a case-by-case basis.
- x. Make available to the Partner such other assistance as Ava deems necessary or appropriate

3.2 Business Plans

In order to act together in a mutually beneficial way, the Partner shall make a Business Plan on how to sell the products in their geographical area. Ava will take an active part in this process. Ava shall use its best effort to allocate resources to the Partner according to the business plan. Such plan will be reviewed and revised each quarter in a mutually agreed upon location.

4 Responsibilities of the Partner

4.1 The Partner shall do each of the following:

- i. Represent the products in an ethical and professional manner in keeping with Ava's reputation as a supplier of quality product and services. The Partner should refrain from any conduct that is or could be detrimental to the reputation or integrity of the Partner and Ava or either thereof. The latter includes without limitation making any false, deceptive or misleading statements, representations or claims to Ava or regarding any or all of the products or the Partner.
- ii. Make commercially reasonable effort to:
 - a. Promote the sale and use of the products;
 - b. Provide service and support to end users and prospective end users of the products as described in Schedule C Technical Support Policy;
 - c. Meet the Training and Certification requirements as outlined in the Partner Program; and
 - d. Otherwise do all things reasonably necessary or desirable to establish and maintain a growing market and maximum coverage and distribution for the products
- iii. Keep current books and records relating to the promotion, sale, service, and leasing of the products and provide Ava, at such time(s), with forecasts, sales, marketing or other information regarding any or all of the products or the Partner's performance under this Agreement. Ava will, consistent with applicable law, maintain the confidentiality (including without limitations by the use of confidentiality agreements) of confidential information which belongs to the Partner and is provided to Ava by the Partner pursuant to this Agreement and may use such information only in matters with respect to, arising out of or related to the operations of Ava's business.
- iv. At all times:
 - a. Distribute and otherwise use sales and promotional materials which are furnished by Ava or otherwise are consistent with the Ava policies, including without limitation those policies regarding the intellectual property;
 - b. maintain an active and dedicated sales force which is knowledgeable about the products and sufficient to support the Partner's duties and obligations under this Agreement;
 - c. maintain sufficient financial resources to perform the Partner's duties and obligation under this agreement
- v. Except in a manner permitted by this Agreement and the Ava policies or as otherwise approved in writing by Ava in advance of use or disclosure by the Partner, refrain from using and disclosing any or all of the patents, design patents, designs, trademarks, service marks, trade names, commercial symbols, copyrights, trade secrets and confidential information in which Ava or its affiliate(s) claim(s) rights (hereinafter referred to collectively as the "intellectual property")
- vi. Except for promotion or publicity materials provided to the Partner by Ava, provide Ava prior to use with exact copies of all promotion or publicity materials used or authorized by the Partner which contain or refer to any or all of the intellectual property (hereinafter referred to as the "Marketing Materials").
- vii. Cooperate as requested by Ava, in the maintenance and defense of the intellectual property and refrain from questioning or challenging the rights claimed by Ava or its affiliate(s) therein or assisting in any way any other(s) in doing so.
- viii. Obtain and maintain at the Partners expense all of the Approvals necessary or desirable for the Partner to perform its duties and obligations under this Agreement (other than as provided in section 3.1 (iv) hereof); except that the partner will obtain Ava's prior written consent (which Ava may grant or refuse in its sole discretion) for each of the Approvals which uses, relates to or describes any or all of the intellectual property.
- ix. Promote, sell, service, and lease the products with the labeling and the marketing as provided by Ava intact and unobstructed and refrain from adding any other labeling or marking to the products without the express prior written consent of Ava
- x. Promptly and in timely fashion:
 - a. notify Ava of each actual or threatened lawsuit, claim or complaint known to the Partner resulting from or related to the promotion, sale, service, leasing or use of any or all of the products; and
 - b. comply at the Partner's expense with a request that may be made by Ava relating to any law or expectation thereof or the modification or recall for quality, safety or health purposes of any or all of the products, including without limitation regulations regarding the tracking of any or all of the products

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4.2 Business Plans, booking and invoicing

The partner shall, together with Ava, make a business plan on how to sell the products in the geographical area, and will provide the necessary resources to do so. This business plan must be reviewed each quarter. Sales forecasts, schedule and invoicing on an annual basis shall be agreed upon and integrated in an action plan. If appropriate, forecasts on booking and invoicing for the next 12 months shall be made on a monthly basis.

4.3 Confidentiality

Each party acknowledges that the existence of this Agreement, the terms and conditions hereof, the transactions contemplated hereby and other information, including, without limitation, that which relates to any and all commercial, technical or proprietary information in whatever form, including but not limited to all technology, know-how, processes, methods, designs, drawings, formulae, software (including source and object code), hardware, hardware configurations, trade secrets, developments, inventions, contracts or agreements with third parties, statistical information, finances, historical and projected financial information, technical information, operating data, organizational cost structure, products, product plans, management plans or strategies, business plans or strategies, marketing plans or strategies, personnel information, services, customer information or customer lists, that the receiving party has received or will receive in connection with this Agreement, from or on behalf of the disclosing party, whether orally, visually or in tangible form (including, without limitation, documents, devices and readable media), is considered private and confidential (the "Confidential Information") of the disclosing party. Ava's "Confidential Information" also includes information obtained by examination, testing or analysis of any Confidential Information provided by Ava to the partner and all notes, analyses, summaries, studies, compilations or other records prepared by the partner, which contain, reflect or are based on Ava's Confidential Information. The receiving party will use reasonable diligence and will use at least the same degree of care which the disclosing party would use in respect to its confidential and proprietary information of like nature (but no less than a reasonable degree of care), to prevent the unauthorized disclosure, reproduction or distribution of such Confidential Information to any other individual, corporation or entity. Further, the receiving party agrees that it will disclose Confidential Information only to its employees, independent contractors, consultants, and legal and financial advisors (collectively "Representatives") with a need to know such information, who are parties to appropriate agreements sufficient to comply with this Section 4.3, and who are informed of the nondisclosure obligations imposed by this Section 4.3. Each party will be responsible for all acts and omissions of its Representatives. Such Confidential Information will exclude:

- I. information that is already in the public domain;
- II. information already known to the receiving party, as of the date of the disclosure, unless the receiving party agreed to keep such information in confidence at the time of its original receipt;
- III. information hereafter obtained by the receiving party, from a source not otherwise under an obligation of confidentiality with the disclosing party;
- IV. information that the receiving party is obligated to produce under order of a court of competent jurisdiction, provided that the receiving party promptly notifies the disclosing party of such an event so that the disclosing party may seek an appropriate protective order

5 Indemnity

5.1 Indemnity from Ava

Subject to the terms and conditions of this Agreement and provided that the Partner has fully performed its duties and obligations hereunder, Ava hereby agrees to indemnify the Partner against and save and hold the partner harmless from any and all damages, losses or expenses suffered or paid as a result of any claims, demands, suits, causes of action, proceedings, awards, judgments and liabilities (including without limitation attorneys' fees and related expenses) incurred in litigation, arbitration or otherwise (hereinafter referred to collectively as "Claims") that are brought or asserted by one or more individual(s), entity or entities not a party or parties to this Agreement and assessed, incurred or sustained by or against the Partner with respect to, arising out of or related to any or all of:

- i. breach by Ava of the Warranty (as defined in the Technical Support policy in Schedule C of this Agreement) and
- ii. patent, copyright or trade secret infringement based in whole or part on the promotion, sale, service, or leasing of the product(s) by the Partner in a manner consistent with this Agreement.

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5.2 Indemnity from the partner

Subject to the terms and conditions of this Agreement, the Partner hereby agrees to indemnify Ava against and save and hold Ava harmless from any and all damages, losses or expenses suffered or paid as a result of any claims assessed, incurred or sustained by or against Ava with respect to, arising out of or related to any or all of:

- i. breach by the Partner of any provision(s) of this agreement and the act(s) or failure(s) to act of the Partner (including without limitation each modification of any or all of the product(s) by the partner or known to the Partner not made with the express prior written approval of Ava).
- ii. compliance with the design, plans or specifications furnished by or on the behalf of the Partner as to the product in question.
- iii. the use of a product in combination with apparatus of device not delivered or approved by Ava.
- iv. change made by other than Ava.
- v. use of product in a manner it was not designed for.

Except as expressly provided in this Agreement, in no event shall Ava be liable for consequential, incidental or special damages, loss or expense to any or all of the Partner, purchase(s) or use(s) for any reason(s) whatsoever.

5.3 Defense

At Ava's sole discretion, Ava may assume control of the defense or settlement of any claims against Ava and the Partner or either thereof for which indemnification by either Party or both Parties pursuant to this Agreement has, can or may be sought, including without limitation the right to designate legal counsel.

5.4 Insurance

The Partner will purchase and maintain in effect a comprehensive general liability insurance. Ava reserves the right to approve the insurance terms, insured risks, amounts and insurers selected.

5.5 Force Majeure

Notwithstanding anything herein to the contrary, Ava shall not be liable for any delay or failure in performance caused by circumstances beyond its reasonable control. Such acts shall include but not be limited to an act of God, an act of war, a riot, an epidemic, fire, flood or other disaster, an act of government and a strike or lockout.

5.6 Warranty

The written warranty or warranties provided from time to time by Ava to the Partner and labeled as such (hereinafter referred to collectively as the "Warranty" or "Warranties") will be the only warranties applicable to the products made or deemed to be made by Ava. The Warranty in effect at the time of sale by Ava of an item of the products and intended by Ava to apply to such item will apply thereto. The remedies set forth in the Warranty will be the only remedies available to any individual(s), entity or entities with respect to the product(s). Ava neither assumes nor authorizes any individual(s), entity or entities (including without limitation the Partner) to assume or express for Ava any other obligation or liability with respect to the product(s). The exclusive remedies provided in the Warranty shall not be deemed to have failed of their essential purpose so long as Ava is willing and able to perform under the Warranty in the manner prescribed therein. The Warranty does not apply to products modified by others than Ava or if the product(s) is used in a manner it is not designed for, or if they have not been properly stored or/and maintained.

6 Term and Termination

6.1 Term

This Agreement shall have an initial term commencing on the Effective date and ending at 23:59 GMT on the date immediately preceding the first anniversary of the Effective date (hereinafter referred to as the "Initial Term") and shall automatically renew upon expiration of the Initial Term for successive terms of one year each (hereinafter referred to individually as a "Renewal Term"), unless this agreement is terminated sooner:

- i. by breach of this Agreement or otherwise by operation of law;
- ii. under section 6.2 of this Agreement; or
- iii. by either Party, in its sole discretion, providing the other party no less than forty-five (45) days prior written notice of termination (which termination may be without cause)

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For purposes of this agreement:

- i. the initial Term and each Renewal Term are hereinafter sometimes referred to collectively as the "Term" and
- ii. termination of this Agreement does not in any way affect the rights and remedies of the Parties under this Agreement.

6.2 Other Termination

In the event at any time during the Term:

- i. a change occurs in the Partner's ownership or control (unless the Partner is a publicly traded company and such change in ownership is less than twenty percent (20%) in the aggregate);
- ii. the Partner directly or indirectly uses one or more facilities outside of the geographical area from which the promotion, sales or leasing of any or all of the Products are or is made, conducted or supported, except when Ava has expressly authorized the Partner to do so by written notice, and then only to the extent of such authorization;
- iii. the partner repeatedly fails to pay within agreed payment terms as described in Schedule B;
- iv. the Partner is adjudged bankrupt or insolvent or makes an assignment for the benefit of the Partners creditors;
- v. a receiver is appointed for the Partner or for any of the Partner's assets; or
- vi. the Partner is dissolved or ceases actively doing business, Ava shall have the right, at Ava's sole discretion, to terminate this Agreement immediately upon receipt by the Partner of written notice thereof from Ava.

The Partner shall immediately inform Ava in writing of each such change, use, judgment, assignment, appointment, dissolution or cessation.

6.3 Compensation

In the event of termination of this Agreement and notwithstanding the Partner's rights, if any, to the contrary, the Partner shall not be entitled to receive from Ava any penalty, remuneration, indemnity, damages, fees, expenses or other compensation as a result of such termination, unless such termination is due to the breach by Ava of any material provision(s) of this Agreement which Ava has failed to cure during the sixty (60) day period following receipt by Ava of written notice of such breach from the Partner and then only to the extent of contract damages otherwise consistent with this Agreement. Prior and subsequent to termination, each claim that the Partner may have against Ava shall be pursued independently of the Partner's obligation to Ava for the unpaid purchase price of the products sold to the Partner or for any other financial obligation of the Partner to Ava hereunder, and the Partner shall have no rights of set-off or recoupment by virtue of such claim.

6.4 Order cancellation

Termination or order cancellation must be received by Ava within 2 days after order confirmation. If order is not cancelled, all sales are final. After receipt of notice of termination by either Party pursuant to Sections 6.1 or 6.2 of this Agreement or after termination pursuant to Section 6.1 (i) of this Agreement, Ava may refuse to fill or complete any or all of the accepted orders from the Partner for any or all of the products.

6.5 Termination

Upon termination of this Agreement, the Partner shall immediately:

- i. Cease all use of anything which would give the impression that the Partner is an authorized reseller or representative of or for the products or has any affiliation whatsoever with Ava or the products;
- ii. As directed by Ava, return to Ava at the Partner's expense all originals and all complete or partial copies in the Partner's possession or under the Partner's control of all material(s) provided to the Partner by Ava and all of the marketing materials, including without limitations sales aids, manuals, bulletins, literature and letterhead(s) containing any or all of the intellectual property;
- iii. Pay to Ava all amounts due or to become due to Ava; and
- iv. As requested by Ava, transfer to Ava any or all of the Approvals free of all liens, claims, and encumbrances within 30 days.

Before and after termination, Ava shall have rights of set-off, recoupment and counterclaim against the Partner

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7 Miscellaneous

7.1 Transfer

This Agreement and all duties and obligations hereunder may not be delegated, transferred or assigned by the Partner without the express written consent of Ava. Any delegation, transfer or assignment by the Partner without such consent shall be void.

7.2 Independent contractors

The relationship between Ava and the Partner shall be that of independent contractors and notwithstanding the use of the terms “Channel Partner”, “Authorized Partner” and “Partner” in this Agreement and elsewhere, nothing herein:

- i. Shall constitute or create or be deemed to constitute or create a partnership or joint venture between Ava and the Partner or;
- ii. Shall constitute or be deemed to constitute the Partner as agent of Ava for any purpose whatsoever.

The Partner shall have no authority or power to bind Ava or to contract in the name of and create a liability against Ava in any way for any purpose. Except for the affiliate(s) of Ava, there are and will be no third-party beneficiaries of this Agreement.

7.3 Modification

At any time, without prior written notice and at Ava’s sole discretion, Ava may modify any or all of Schedules in this agreement and any or all of the Ava Policies (including without limitation the revision of price lists to add and delete either thereof one or more of the Products). Except as otherwise expressly provided in this Agreement, each such modification shall be effective immediately, unless Ava notifies the Partner in writing of another effective date.

8 Law governing

This Agreement and any dispute, claim or obligation (whether contractual or non-contractual) arising out of or in connection with it, its subject matter or formation shall be governed as follows:

If Partner is domiciled in:	Partner is contracting with:	Notices should be addressed to:	The governing law is:	The courts having exclusive jurisdiction are:
The United States of America, Canada, Mexico or a Country in Central or South America or the Caribbean	Ava Federal Inc (if you are a Government department or agency)	Ava Federal Inc 12110 Sunset Hills Road Suite 600 Reston, VA 20190 USA Attn: General Counsel	Delaware USA	Delaware USA
The United States of America, Canada, Mexico or a Country in Central or South America or the Caribbean	Ava Security Inc (if you are not a Government department or agency)	Ava Security Inc 110 E 42nd St Suite 815 New York, NY 10017 USA Attn: General Counsel	Delaware USA	Delaware USA
UK or Rest of World	Ava Security Limited	Ava Security Limited The Charter Building Charter Place Uxbridge UB8 1JG United Kingdom Attn: General Counsel	England	England

9 Construction

The headings appearing at the beginning of each Article, Section or Schedule of this Agreement are for convenience only and shall not be deemed to define, limit or construe the contents of any such article, section or schedule. Schedules of this agreement shall be considered to be part of this Agreement. Time is of the essence hereof. Wherever required

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by the context herein, each pronoun used herein shall be deemed to include both the singular and the Plural and encompass each gender. This Agreement:

- i. shall be deemed to reflect the mutual intent of the Parties, and no rule of strict construction shall be applied against either Party;
- ii. may be executed in separate counterparts, each of which is deemed to be an original, and all of which taken together constitute one and the same agreement; and
- iii. is written in English, and no translation(s) of this Agreement in any other language(s) shall control.

10 Entire Agreement

10.1 Integration

This Agreement, the schedules and the Ava Policies:

- i. Constitute the entire understanding of the Parties;
- ii. Are intended to govern the relationship between the Parties, including without limitation each sale of any or all of the products and services by Ava to the Partner (the provisions of this Agreement and those of the Ava Policies in effect at the time of such a sale will control such a sale, and the Ava policies are intended to supplement this Agreement);
- iii. Replace all previous agreements, representations or statements, either oral or written; and
- iv. Except as otherwise provided herein may be amended or modified only by a written supplement, duly executed by each of the Parties.

10.2 Orders

In the event that Ava receives one or more orders (or similar or related documents) from the Partner which contain one or more provisions which are inconsistent with or in addition to any or all of the provisions of this Agreement and the Ava policies:

- i. each such order will be conclusively deemed to be governed by this Agreement and such policies;
- ii. each such inconsistent or additional provision will be deemed invalid; and
- iii. no order submitted by the Partner will be deemed to be governed by any provision(s) other than that or those contained in this Agreement and such policies unless and until a written supplement is duly executed by both of the Parties which adopts such provision(s)

11 Survivability

The Payment and Indemnity provisions of this agreement will survive the termination of this Agreement

In witness whereof, the Parties, intending this Agreement to be effective on the Effective date, have caused this agreement to be executed by their duly authorized representatives. The contents of this Agreement are to be regarded as strictly confidential between the two parties.

Partner Company Name: _____

Form W-9 | Resale Certificate

Partner

Signed:

Printed Name:

Title:

Date:

Ava Security

Signed:

Printed Name:

Title:

Date:

Schedule A

Geographic Area, Pricing & Products

A. Products:

The following Products, including related Support Services to the extent made generally commercially available by Ava Unified Security, are applicable under this Agreement:

Ava Aware – Physical Security Solutions

Products include Updates and Upgrades thereto as made generally publicly available by Ava Unified Security from time to time.

B. Fees:

Partner will pay Ava Unified Security Fees for the Products and Support Services, less applicable discounts as specified in the price list, for each Order placed to Ava by Reseller in respect of a particular end user customer.

Payment Due Date: 30 days from the issue of invoice from Ava

Late Fee: Two percent (2%) of order amount per month

Payment Currency: USD/GBP/EUR

Bank Details: As per invoice

C. Pricing

The pricing is based upon the number of Seats ordered at any particular time by any one customer and is not cumulative from Order to Order. For the purposes of this Agreement, a "Seat" license is defined as a single copy of the Product used or available for use on a single computer by a single named individual user on a non-concurrent basis.

Reseller is entitled to minimum discounts based on the following:

Discount % off Ava Unified Security price list in effect within sixty (60) days of the date of the quotation to the customer

- Deal Registration: 10%

For strategic deals, additional discounts will be negotiated on a case-to-case basis

D. Geography

The "territory" within this agreement is defined as:

Schedule B

Technical Support Policy

1. Introduction

Ava Security aims to produce the highest quality products and all of our products are well tested and designed to be very robust and reliable. However, occasionally issues will arise and when they do Ava Security Support, along with the Ava Security Partner, will assist as defined in this policy to minimize end user disruption and ensure that customers have the best experience possible when using Ava Security products.

2. Definitions

- i) **Ava Security** - developer of software security products
- ii) **Software** - the computer software programs supplied by Ava Security and specified in the purchase agreement in object code format, and their related materials, which include updates, modifications, new releases and Documentation.
- iii) **Customer** - the end user customer using the Ava Security Software
- iv) **Level 1 Support** - abbreviated as **L1** is the initial support level responsible for resolving basic customer issues, a customer should initiate the support process via L1.
- v) **Level 2 Support** - The Ava Security Level 2 Support team supporting Ava Security Partners
- vi) **Partner** - The Ava Partner who supplied the Ava Security Software is providing the L1 support service on behalf of Ava Security
- vii) **Documentation** - the written documentation relating to the Software delivered by Ava Security to Customer
- viii) **Support and Maintenance Services** - means Software support and maintenance services provided by Ava Security and the Partner to the Customer in accordance with Schedule C.
- ix) **Problem** - a defect in Software as defined in Ava Security standard Software specification which significantly degrades such Software.
- x) **Patch** - the repair or replacement of Software component to remedy a Problem.
- xi) **Workaround** - means a change in the procedures followed or data supplied by Customer to avoid a Problem without substantially impairing Customer's use of the Software.
- xii) **Perpetual Support and maintenance Contract** - one that is automatically renewed and invoiced annually.
- xiii) **Primary Partner Support Contact** - a representative of the Partner who will manage the support relationship and the list of other Support Contacts for the Partner.

3. Support and Maintenance Service Entitlement

- i. Ava Security L2 Support will only provide support and maintenance to partners for customers who have a current service contract.
- ii. All Annual Subscription Licenses include annual support as part of the subscription
- iii. Under a Perpetual License, A minimum of 12 months of Support and Maintenance must be purchased when purchasing any Ava Security product.
- iv. Under a Perpetual License the Customer may cancel their annual Support and Maintenance Services subscription licenses as of the next anniversary by written notice received thirty (30) days prior to the annual renewal date.
- v. A Customer may reinstate Support and Maintenance Services at a later time by paying the annual Support and Maintenance Services subscription license fee current at the time of reinstatement plus a fee equal to the then current subscription license fees for each of annual periods the subscription was interrupted or fraction thereof.
- vi. Support will be provided solely to 5 authorized individual(s) ("Support Contacts") specified by Primary Partner Support Contact. Ava Security will only communicate with those named individual(s) when providing Support. The Partner will be asked to designate a Primary Partner Support Contact including their primary email address who will manage the list of Support Contacts for the Partner. Ava Security strongly recommends that Customer's Support Contact(s) be trained on the Software.

4. Ava Security Support Service

- i. **4.1 Basic Support Service overview**
 - i. Ava Security provides a L2 support escalation service for the Partner.
 - ii. Customers shall be entitled to receive the following Technical Support and Maintenance Services provided via the Ava Security secure customer portal:
 - a. Email support during Ava Security business hours provided by our global team of support specialists
 - b. Access to comprehensive product documentation and knowledge articles
 - c. Fast and effective troubleshooting and diagnosis of issues
 - d. Rapid provision of workaround solutions
 - e. Software updates and patches to resolve important issues
 - f. Maintenance releases containing security patches and other important bug fixes for the current purchased platform
 - g. New releases and general software updates for the licensed platforms, including new general product features that are not separately licensed, available for secure download from the support portal
 - h. Support during deployment upgrades and configuration changes
 - iii. Access is limited to 5 designated partner contacts
 - iv. Up to 10 unique support cases can be raised per unique customer per calendar month; Ava Support reserves the right to charge for additional cases
- ii. **4.2 Escalating a case to Ava Security L2 Support**
 - i. A Partner may escalate a support by logging into the secure support area on the Ava Security website, navigated from the 'Contact Us' link or directly by this URL <https://www.avasecurity.com/support>
 - ii. When raising the case the Partner should provide as much of the following information as possible
 - a. End username and contact details
 - b. Customer perceived severity level (business impact)
 - c. Description of the issue
 - d. Version of the Ava Security product
 - e. Details of troubleshooting taken so far
 - f. Details and versions of any 3rd party products involved
 - g. A current Ava Security snapshot log bundle taken when the problem is occurring
 - h. For agent issues, logs from the agent
 - iii. Partner or Customer's failure to provide any of the above information may prevent Ava Security from identifying and fixing that reported defect.
- iii. **4.3 Hours of Operation**
 - i. Ava Security Support will be available during Weekdays 8am UTC through 23:00 UTC providing working hours coverage in Europe and US time zones.
 - ii. A partner may specifically request a temporary extension of the hours of operation, e.g. to cover a customer upgrade or installation, by submitting a request to Ava Security Support at least 4 working days in advance so that Ava Security support engineers can be put on standby to cover support escalations during the extended hours. Ava Security will use best efforts to meet these requests.
- iv. **4.4 Response Times**
 - i. Case severity is reviewed and defined by Ava Security support at the time the case is received.

Severity	Impact to the Customer's Business	Target Initial response time*
P1	The product is in a total non-functional state on a live production deployment severely impacting the customer's business. e.g. Agents causing loss of network connectivity	30 minutes
P2	A major component of the product is not functional or severely degraded on a production deployment where there is no viable workaround e.g. system upgrade failing	2 hours
P3	Minor functionality not working as documented causing minor service impairment or more significant issue where there is a viable workaround E.g. Filter option not working correctly	4 hours

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P4	General product defect question with no business impacting factor or time criticality E.g. error in documentation, question relating to a future deployment installation	8 hours
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*All target response times are elapsed time based on Ava Security business hours.

v. **4.5 Defect Resolution**

- i. Should Ava Security in its sole judgment determine that there is a defect in the purchased Software, it will, at its sole option, repair that defect in the version of the Software that the Customer is currently using or instruct Customer to install a newer version of the Software with that defect repaired.
- ii. Ava Security reserves the right to provide the Customer with a workaround in lieu of fixing a defect should it in its sole judgment determine that it is more effective to do so.

vi. **4.6 Exclusions**

- i. Ava Security will have no obligation of any kind to provide Support for issues caused by or arising out of any of the following:
 - a. Modifications to the Software not made by Ava Security;
 - b. Use of the Software other than as authorized in the agreement or as provided in the Documentation for the Software
 - c. Damage to the machine on which the Software is installed
 - d. Customer's continued failure to use the Software without reference to the documentation
 - e. Versions of the Software other than the Supported Version (defined in Section 4.7)
 - f. Third-party products not expressly supported by Ava Security and described in the documentation or product compatibility documentation
 - g. Conflicts related to replacing or installing hardware, drivers, and software that are not expressly supported by Ava Security and described in the documentation

vii. **4.7 Software Upgrades and Software Support Policy**

- i. When available, Ava Security provides updates, upgrades, maintenance releases and reset keys only to Ava Security Support Partners and Customers pursuant to Ava Security Support Policy.
- ii. The first digit represents the major release (i.e., upgrade), the second digit identifies the minor releases (i.e., updates) and the third digit identifies the maintenance releases. With a new major version, the number to the left of the decimal is changed and for minor releases, the number to the right of the decimal point is increased.
- iii. Software support will only be applicable to the current shipping version of the application and the most recent minor release of the previous major released version. Ava Security will not commit to providing software fixes to older versions and customers will be required to upgrade to receive fixes.

5. Ava Security Secure Support Portal

- i. Ava Security will maintain a secure support area on the Ava Security website called the Partner Portal and it will be navigated to by the 'Contact Us' link or directly here <https://www.avasecurity.com/support> The Partner Portal will provide access to the following secure services to Partners
 - a. Ability to raise support cases
 - b. Find the status of opened support cases
 - c. Request case escalation
 - d. Access and download product documentation
 - e. Secure download of product maintenance releases, updates, support tools and patches
 - f. Access to knowledge base of technical FAQs
 - g. Request Feature Keys for purchased platforms
 - h. Field notices
 - i. Editing the list of named customer callers
- ii. Each partner will have one named primary support contact who will be responsible for managing the list of engineers who have access to the Ava Support portal, referred to as the Primary Partner Support Contact and they will be named in the Partner Agreement.
- iii. The primary partner support contact may request login credentials for themselves and their team by emailing support@avasecurity.com
- iv. The Primary Partner Support Contact may request and make changes to the list of Partner support team members.

6. Partner L1 Support Responsibilities

- i. The Ava Security Partner provides Level 1 support service to their end user customers either by telephone or email
- ii. All cases should be initially raised with the partner, if the partner is unable to find a resolution, the Partner may escalate the issue to Ava Security L2 Support team using the process detailed later in this document.
- iii. Ava Security requires that that the partner will provide a basic level of L1 support to the customer which includes:
 - a. Gather the customer's contact information and obtain a detailed description of the customer's issue
 - b. Obtain as much relevant information as possible about the issue from the end user. The information could be computer system name, OS, error or warning message displayed on the screen, any logs files, screenshots, any data used by the end user or any sequence of steps used by the end user, etc.
 - c. Assist the end user with installation, configuration and setup of the user agents and monitoring platform
 - d. Assist the end user with the basic operation of the product including configuring rules and searches
 - e. Attempt to resolve basic issues relates to installation, username and password problems, uninstalling/reinstalling basic software application, verification of proper hardware and software set up, and assistance with navigating around application menus.
 - f. Try to match the customer issue with the list of known issues and solutions available in the technical knowledge base on the Ava Security partner portal
 - g. Assist the end user with updating the agent and/or platform to the latest version
 - h. For other issues the Partner should be able to work through the Ava Security technical FAQs available online in the Ava Security Secure Support Portal and attempt to match the symptoms with known problems and relay workarounds or solutions to the customer.
 - i. The Partner will remain engaged on the case post escalation and will work in partnership with Ava Security L2 Support until it is resolved to the Partners' satisfaction providing regular updates on the case back to the customer.
- iv. The goal for this group is to handle 70%-80% of the user problems before finding it necessary to escalate the issue to Ava L2 support
- v. Ava Security requires that the Partner's engineers engaged in L1 support have undertaken Ava Security Partner Technical training.
- vi. Ava Security will review conduct periodic reviews of the support service provided by the partner

7. Product Change Notices

- i. Ava Security has the right to discontinue the manufacture and development of any Software and the Support for any Software, including the distribution of older Software versions, at any time in its sole discretion, provided that Ava Security agrees not to discontinue Support for the Software during the current annual term of these Terms and Conditions, subject to the termination provisions herein.
- ii. Where a product is discontinued Ava Security will continue to provide maintenance releases for a period of 1 year, patches for 2 years and technical support for 3 years on the final released version of the product.
- iii. Ava Security reserves the right to alter Support from time to time, using reasonable discretion but in no event will such alterations result in:
 - a. diminished support from the level of Support set forth herein;
 - b. materially diminished obligations for Ava Security;
 - c. materially diminished Partner or Customer's rights;
 - d. Higher Support Fees during the then-current term.
- iv. Ava Security will provide Customer with thirty (30) days' prior written notice of any permitted material changes to the Support service.
- v. Ava will announce changes in products through email distribution and notice on the Ava Security Website. The announcement will detail:
 - a. Reason for change
 - b. Enhancements
 - c. Backward compatibility
 - d. Known limitations