

CLOUD SERVICES RESELLER AGREEMENT

This Cloud Services Reseller Agreement (“**Agreement**”) is made by and between the company specified on the applicable Westcon Group reseller application (“**Cloud Services Reseller**” or “**CSR**”) and Westcon Group, Inc., a Delaware corporation having an office at 520 White Plains Road, Tarrytown, NY 10591 (“**Distributor**”). This Agreement shall be deemed effective as of the date CSR accepts this Agreement (“**Effective Date**”). CSR and Distributor hereby agree as follows:

1. Definitions

a. “**Authorized Representative**” means any person who holds the job title and office of General Manager, Finance Director or Vice-President.

b. “**Addendum**” means any service-specific addendum applicable to the Cloud Services to be sole by CSR to End Users in the Territory, which are each made a part of this Agreement.

c. “**Calendar Quarter**” means any of the three (3) month periods commencing January 1, April 1, July 1, and October 1 of any given year during the Term of this Agreement.

d. “**Cloud Service**” or “**Cloud Services**” means any resource that is provided over the internet by CSP and offered for sale by Distributor to CSR from time to time including any additional Support Services. Cloud Services include, but are not limited to Email as a Service (“EaaS”), Software as a Service (“SaaS”), Platform as a Service (“PaaS”) and Infrastructure as a Service (“IaaS”). Additional information regarding each Cloud Service may be found in the applicable Documentation.

e. “**Cloud Services Provider**” or “**CSP**” means a third-party provider of Cloud Services to End Users through a network of authorized cloud services resellers.

f. “**Confidential Information**” means any and all information, in any medium, which is provided by one party to this Agreement (“Discloser”) to the other party (“Recipient”) including, without limitation, information that is either (i) related to business practices, financial statements, financial information, pricing, vendors, resellers, CSPs, CSRs, End Users, customers, Cloud Services, methods, techniques, processes, apparatuses, and employee data; (ii) marked using a legend such as “confidential,” “proprietary” or similar words or if disclosed orally must be confirmed as such by the Discloser; or (iii) any information which Recipient should have reasonably considered to be confidential under the circumstances surrounding disclosure.

g. “**Contract**” means any agreement entered into by Distributor and CSR under the Agreement including, but not limited to, Purchase Orders issued by CSR and accepted by Distributor for CSR’s purchase of Cloud Services from Distributor.

h. “**Contract Date**” means the date upon which a CSR Purchase Order is accepted by Distributor as set forth in Section 4.

i. “**CSP Agreement**” means an agreement between Distributor and a CSP enabling Distributor to grant the rights and authority granted to CSR under this Agreement.

j. “**Distributor**” means Westcon Group, Inc. and its subsidiaries and affiliates.

k. “**Documentation**” means any and all additional documents, policies, procedures, programs, requirements, criteria and/or information relating to the sale and usage of the Cloud Services, including but not limited to the Authorized Use Policy, Statements of Work, and/or Service Level Agreements (“SLAs”). CSR may access the Documentation online at [INSERT LINK]. Distributor may update or modify the Documentation from time to time; provided that changes to the Documentation will not result in a material reduction in the level of performance or availability of the applicable Cloud Services provided to CSR for the duration of Term hereof. CSR must accept and comply, and shall notify its End Users to accept and comply with the terms of any applicable Documentation.

l. “**End User**” means a user of a Cloud Service.

m. “**Other Agreements**” means any other terms and conditions of sale, contracts, agreements or arrangements between CSR and Distributor for the purchase by CSR of any products and services other than Cloud Services for End Users, whether executed before or after the Effective Date.

n. “**Support Services**” means any additional support services available from Distributor and/or the CSP for the applicable Cloud Services.

o. “**Territory**” means the geographic regions or markets in which CSR is authorized to sell a particular Cloud Service, as set forth on the applicable Addendum. If a particular Cloud Services does not have an Addendum or if any Addendum does not specify a Territory, the Territory shall be worldwide and shall include all media and channels of distribution.

p. “**Usage Report**” means a periodic report generated by CSP and/or Distributor for a specific End User. The Usage Report may be sent or made accessible to the CSR for forwarding to the End User, indicating the actual level of Cloud Services usage during a given time period and may serve as a basis for the invoicing and payment of any Overage Fees or usage based Fees in accordance with any applicable, additional requirements or Documentation.

2. Appointment

a. **Non-Exclusive Appointment.** Subject to compliance with the terms of this Agreement, Distributor hereby grants CSR the non-exclusive right and authority to purchase from Distributor and subsequently market and sell Cloud Services to End Users in the Territory.

b. **Cloud Services Responsibility Matrix.** CSR and Distributor agree that in order to meet their respective obligations effectively with regard to the delivery of the Cloud Services to End Users hereunder, prior or subsequent to execution of this Agreement, the parties may work together to develop a Cloud Services responsibility matrix (“**Cloud Services Responsibility Matrix**”) or similar technical document, which shall allocate the respective roles and responsibilities of each party with regard to the provision of Cloud Services to End Users. Notwithstanding the foregoing, such technical document shall not supersede, and shall, at all times, remain subject to, the terms of the Agreement.

c. **No License of Trademarks.** Nothing contained herein shall be construed as granting to CSR any right or license to use any trade names, service marks, trademarks, logos and other marks (collectively, “**Trademarks**”), which, if applicable, shall be subject to a separate agreement, including any current published requirements or guidelines (“**Trademark Guidelines**”).

d. **Title to Trademarks.** Nothing contained herein shall be construed as granting CSR any title or ownership interest in or to the Trademarks and CSR makes no claim of title or ownership interest in and/or to the Trademarks. CSR agrees not to register, nor attempt to register, any Trademark which may be confusingly similar to the Trademarks in any jurisdiction.

e. **Certification Program.** If CSP requires compliance with a formal certification program, then CSR may be required to demonstrate proof of certification with such program prior to placing Purchase Orders for Cloud Services with Distributor. If CSP does not require compliance with a formal certification program, then CSR may be required to meet the additional criteria set forth in any Documentation prior to placing Purchase Orders with Distributor.

f. **Hardware and Infrastructure Purchases.** CSR agrees that any and all additional hardware infrastructure products associated with the delivery of the Cloud Services that can be provided by Distributor in a reasonable timeframe will be purchased through Distributor, subject to Distributor’s standard pricing and terms and conditions of sale for such associative hardware infrastructure products.

g. **End User Agreements.** CSR may not distribute any Cloud Services to any End Users unless an End User enters into an agreement with CSR (the “**End User Agreement**”) that at a minimum: (a) completely disclaims Distributor’s and CSP’s liability for all matters arising out of or related to this Agreement or the Cloud Services to be provided hereunder to the extent permissible by law and requires the End User to look solely to CSR with respect to such matters, unless otherwise agreed by writing by Distributor and CSP; (b) requires the End User to agree that all End User use of the Cloud Services shall be lawful and to ensure that each End User complies fully with the applicable terms of this Agreement, the acceptable use policy for the Cloud Services (if any), and all applicable laws and regulations in any of its dealings with respect to the Cloud Services; (c) prohibits the End User from reselling or

distributing the Cloud Services; (d) indemnifies, defends and holds CSP and Distributor, and their respective affiliates, officers, directors, employees and suppliers harmless from and against any third-party claims arising out of or relating to the End User's (or its authorized users') use of the Cloud Services; (e) protects CSP's proprietary rights in the Cloud Services to at least the same degree as the terms and conditions of this Agreement; (f) makes no representations or warranties on behalf of Distributor or CSP, except to the extent permitted in Section 9(a); (g) specifies CSP and Distributor as express intended third party beneficiaries of the provisions in the End User Agreement relating this Section 2(f), to the extent permitted by applicable law; and (h) does not grant any rights to the End User beyond the scope of this Agreement.

3. Term and Termination

a. **Term.** The term of this Agreement shall commence upon the Effective Date and continue for a period of two (2) years ("**Initial Term**") and shall automatically renew for additional periods of one (1) year (each a "**Renewal Term**"), unless either party provides the other party at least ninety (90) days' prior written notice of its intent not to renew. The Initial Term and each Renewal Term shall be collectively referred to as the "**Term**".

b. **Termination.** Either party may terminate this Agreement without cause and without penalty by providing the other thirty (30) days' advance written notice of termination. Notwithstanding the foregoing, CSR shall not be entitled to terminate without cause during the Initial Term. Either party may terminate this Agreement if at any time (i) the other party breaches the Agreement, (ii) that breach has a material adverse impact on the non-breaching party, and (iii) the breaching party fails to cure such breach within thirty (30) days following receipt of written notice describing the breach. Further, either party may terminate this Agreement if the other party becomes insolvent, makes a general assignment for the benefit of creditors, suffers or permits the appointment of a receiver for its business or assets, or avails itself or becomes subject to any proceeding under any applicable bankruptcy laws or any other country, federal, state or local statutes relating to insolvency or the protection of rights of creditors. CSR's right and authority to purchase, market and sell a particular CSP's Cloud Services to End Users in the Territory will immediately terminate in the event that the applicable CSP Agreement is terminated or expires. Distributor will use commercially reasonable efforts to notify CSR in advance of any such termination or expiration.

c. **Subscription Term.** The Cloud Services shall be sold by Distributor to CSR for usage by End Users for a fixed term, which shall be designated on the Purchase Order between CSR and Distributor ("**Subscription Term**"). Each Subscription Term shall begin on the effective date set forth on the Purchase Order and shall run for the designated term, unless otherwise terminated in accordance with the Agreement, including any applicable Documentation. The applicable Addendum may specify a minimum Subscription Term and may provide for auto-renewal of such Subscription Terms. Except as specified herein, CSR shall not have the right to terminate any Purchase Order or its obligations to provide Cloud Services to a particular End User during a Subscription Term.

d. **Transition Period.** Following expiration or termination of the Agreement, unless otherwise set forth in the applicable Addendum, there shall begin a transition period to allow End Users to transition off of the Cloud Services ("**Transition Period**"). The parties shall continue to be bound by this Agreement during the Transition Period with respect to any Purchase Orders submitted prior to the effective date of expiration or notice of termination, as the case may be, for the duration of any active Subscription Terms ("**Surviving Subscription Terms**"). During the Transition Period, CSR shall not enter into any new Purchase Orders, nor shall CSR renew or extend the Subscription Term for any Surviving Subscription Terms.

e. **Termination Assistance.** Except as otherwise set forth in the Addendum, CSR will, at least thirty (30) days prior to the effective date of termination or expiration of each End User's Subscription Term during the Transition Period, or as promptly as possible if less time is available, notify the End Users of the impending termination. The parties will cooperate in good faith to provide such End Users with instructions regarding how such End Users may continue to receive the applicable or comparable Cloud Services and to timely transition End Users seeking to maintain continuity of such Cloud Services, including, but not limited to, assignment or transfer of End User Cloud Services subscriptions. The Agreement shall fully and finally terminate upon expiration of the final Transition Period for the final Surviving Subscription Term.

4. Purchase Ordering

a. **Purchase Orders.** CSR may submit a purchase order to Distributor for Cloud Services hereunder ("**Purchase Order**") which must contain the following information: (i) CSR's corporate name; (ii) End User's corporate name; (iii) the specific Cloud Services ordered; (iv) the initial Cloud Services quantity ordered; (v) the committed Subscription Term length for each of the Cloud Services ordered; and (vi) any additional information required or set forth in any Documentation ("**Purchase**

Order Requirements"). Distributor's quotes shall not constitute an offer. Only a Purchase Order submitted by CSR shall constitute an offer to contract subject to this Agreement, however a Purchase Order shall not be deemed a Contract unless and until the earlier date upon which: (a) written acceptance is provided by Distributor or (b) Distributor proceeds with the fulfillment of the Purchase Order. No additional or alternative terms or agreement or any alteration to this Agreement proposed by the CSR contained or referred to in a Purchase Order or other form submitted to Distributor shall be deemed to apply unless they are expressly accepted in writing by an Authorized Representative of Distributor with respect to that Purchase Order. CSR shall be solely responsible for the accuracy of any Purchase Order, including, but not limited to, the specification, configuration or other details of Cloud Services and their functionality, compatibility and interoperability with other products or services, as well as their fitness for particular use.

b. **No Cancellation.** CSR may not cancel nor reschedule any Purchase Order to Distributor at any time.

c. **Acceptance of Documentation.** CSR's submission of any Purchase Order or Direct CSP Order for Cloud Services hereunder shall constitute CSR's acknowledgement and acceptance of any applicable Documentation for such Cloud Services. CSR agrees that it shall forward on any applicable Documentation to the End User.

5. Prices and Payment Terms

a. **Prices.** The price charged to CSR for Cloud Services purchased hereunder on the Contract Date shall be: (i) the quoted price (which shall be given formally in writing by Distributor and be valid for seven (7) days following the date of quotation), or (ii) the list price in Distributor's then-current published price list on the Contract Date, where no price has been quoted or a quoted price has expired. In the event Distributor or its agent makes a material error or omission when quoting a price, Distributor shall be entitled, for a period of thirty (30) days following the Contract Date, to increase the price of the related Cloud Services sold to CSR by either (a) invoicing CSR for the CSR's proper list price on the date of the Contract Date, or (b) crediting CSR for the fees paid by CSR for such Cloud Services.

b. **Taxes.** All prices and charges are exclusive of the cost of interest, insurance, configuration, fulfillment, cancellation, or rescheduling charges, and other services, as well as applicable value added tax ("**VAT**"), sales, use, consumption, privilege, gross sales tax (GST), and other taxes (other than taxes based upon Distributor's net income) duties or customs fees for which CSR shall be additionally liable for paying to Distributor, but Distributor shall, upon request, quote the additional costs of such items to CSR. In addition, prices exclude any copyright levies, waste and environment fees and similar charges that Distributor, by law or statute, may charge or collect upon in accordance with such laws or statutes. CSR will be responsible for any sales, uses, excise, value added, services, consumption, and other taxes and duties payable by CSR on any Cloud Services purchased by CSR where the tax is imposed on CSR's acquisition or use of such Cloud Services and the amount of tax is measured by CSR's costs in acquiring such Cloud Services and shall make all payments of any such taxes without reduction for any withholding taxes, which shall be CSR's sole responsibility. All taxes shall be paid by CSR to Distributor, unless CSR provides Distributor with a valid certificate of exemption acceptable to the appropriate taxing authority.

c. **Usage Reports.** Periodically, a report may be generated by CSP or Distributor, which may be sent or made accessible to the CSR for forwarding to the End User, indicating the actual level of Cloud Services usage by End Users during a given time period and which may serve as a basis for the invoicing and payment of any Overage Fees or usage based Fees in accordance with any additional requirements or Documentation.

d. **Payment Terms.** Payment terms for the initial Cloud Services order, and any subsequent Cloud Services orders, are set forth in Section 5(d)(i) ("**Fees**"). If applicable, payment terms for any additional fees generated by Overage (as defined below and as may be further described in any applicable Documentation) incurred during the Subscription Term shall be set forth in Section 5(d)(ii) below ("**Overage Fees**"). CSR guarantees full and prompt payment to Distributor of any sums as they become due for any Purchase Orders placed hereunder by CSR's subsidiaries or affiliates. For purposes of this Section, a CSR subsidiary or affiliate shall be defined as any entity where CSR owns or controls more than 30% of its shares or other ownership interests. If payment is made by credit or debit card, then CSR agrees to pay all fees and service charges incurred by Distributor in handling such transactions.

i. **Fees.** Upon acceptance of a Purchase Order from CSR, Distributor shall invoice CSR the Fees for the initial Cloud Services quantity set forth on the Purchase Order. All undisputed portions of Distributor's invoices for Fees will be paid by CSR within thirty (30) days of CSR's receipt of invoice. Unless otherwise agreed to in writing by the parties: (i) the Fees shall be as set forth in Distributor's published

price list; (ii) all Fees shall be paid annually in advance or monthly in arrears, as set forth in Distributor's published price list; (iii) Fees are based on the quantity of Cloud Services purchased and not actual usage by the End User, which may be less. The committed quantity of purchased Cloud Services cannot be decreased during the Subscription Term, unless otherwise agreed by the parties in writing.

ii. **Overage Fees.** In the event actual usage of Cloud Services exceeds the initial quantity ordered on the Purchase Order ("**Overage**"), CSR may be billed for any applicable Overage charges on a monthly basis in accordance with any applicable CSP terms or Documentation ("**Overage Fees**"). All undisputed portions of Distributor's invoices for Overage Fees will be paid by CSR within thirty (30) days of CSR's receipt of invoice for such.

iii. **Direct CSP Orders.** Except as otherwise set forth in the applicable Addendum, CSR shall not place any order for Cloud Services directly with the CSP. If an End User places any order for Cloud Services directly with the CSP ("**Direct CSP Orders**") and the CSP accepts such order, then Distributor shall be entitled to invoice CSR the Fees for such additional Cloud Services in accordance with Section 5(d) above.

e. **Suspension of Access.** In the event that any fees owed to Distributor by CSR, including but not limited to monthly Fees or Overage Fees, are thirty (30) days or more overdue, Distributor may suspend or may request CSP to suspend End User's access to the Cloud Service(s) associated with such delinquent payment ("**Suspension of Access**") without penalty to Distributor. In the event of a Suspension of Access, End User and/or CSR may be subject to termination and liable pay any applicable early termination fees ("**Early Termination Fees**") set forth in any applicable Documentation or otherwise imposed by the CSR. Notwithstanding the foregoing, in the event Distributor elects or requests a Suspension of Access, CSR may be liable for any fees, including but not limited to monthly Fees or Overage Fees, associated with such delinquent payment through the end of the current Subscription Term. Upon or prior to the expiration of the current Subscription Term, Distributor shall have the option to reinstate, or request to reinstate End User's access to the Cloud Services, elect not to renew the Subscription Term or terminate the End User account, without any further penalty to Distributor. In the event of reinstatement of Cloud Services, Distributor may request payment of the monthly Fees due from the date of the Suspension of Access through the date of reinstatement of the Cloud Services. CSR acknowledges that a Suspension of Access may result in liability to Distributor and/or CSP and CSR agrees to fully indemnify, defend and hold harmless Distributor, Distributor's affiliates and CSP from and against all claims, losses, liabilities, damages, costs and expenses (including reasonable attorneys' fees), judgments or settlement amounts arising out of or in connection with any Suspension of Access.

f. **Default and Insolvency.** If (i) CSR fails to make any payment under any Contract and/or Purchase Order when due; (ii) CSR fails to make any payment under any Other Agreements when due; (iii) any distress or execution is levied upon CSR's property or assets; (iv) CSR makes or offers any arrangement or composition with its creditors; (v) CSR is a body corporate and any resolution or petition to wind up CSR's business (other than for the purpose of amalgamation or reconstruction) is passed or presented; (vi) a receiver, administrator, manager or analogous person is appointed in respect of the undertaking, property or assets of CSR or any part thereof; or (vii) CSR exceeds its credit limit, then, without prejudice to any other right or remedy available to Distributor, the full price of all Cloud Services delivered to CSR under any Contract, but not paid, shall become immediately due (notwithstanding any previously agreed credit terms) and Distributor may take any or all of the following courses of action: (a) by notice, suspend or terminate any Contract and/or Purchase Order or any part thereof, without liability, suspend or terminate any Cloud Services; (b) charge CSR interest, both pre- and post-judgment, on any unpaid amount past due, at the rate of 2.5% (or the highest rate allowed by law) per month until full payment is made (for clarity, a part of a month shall be treated as a full month for the purpose of calculating interest); (c) set-off any amounts due against any credit note, balance or other liability issued by Distributor to CSR; (d) appropriate any payment made by CSR to such Cloud Services (including Cloud Services supplied under any other contract between CSR and Distributor or any Distributor branch or subsidiary) as Distributor may deem fit (notwithstanding any purported appropriation by CSR); and/or (e) alter CSR's payment terms, which may include withdrawing or altering any credit limit previously granted, requiring prepayment, and demanding adequate assurance of due performance by CSR through the provision of a bank guarantee.

6. Electronic Delivery and Hosting and Data Center Facilities

a. **Electronic Delivery.** CSP shall electronically deliver the Cloud Services (subject to a valid, accepted Purchase Order) directly to End Users, including any additionally required Documentation, for the purposes of this Agreement. Such Cloud Services shall be provided by CSP in accordance with any additional terms and conditions of use provided in any Documentation or URL Link, including, without limitation, the applicable authorized use policy for the Cloud Services ("**Authorized Use Policy**"), incorporated herein by reference. CSR and/or End User's usage of the

Cloud Services remains subject, at all times, to the terms and conditions of the CSP's applicable Authorized Use Policy. Distributor shall not be liable for any losses, damages, claims or liabilities arising out of or in connection with an alleged or actual breach of the CSP's Authorized Use Policy by any CSR or End User. Distributor shall not be liable with respect to any breach or error in delivery, loss, damage or interruption to the Cloud Services during the Subscription Term.

b. **Hosting and Data Center Facilities.** The hosting and data center facilities supporting the Cloud Services delivered by CSP for usage by the End User shall be provided for and managed by a third party to this Agreement. Distributor shall not be liable in respect of any breach or error in delivery, loss, damage or interruption to the Cloud Services during the Subscription Term. CSR shall immediately notify the applicable CSP, in writing, of any such error, loss, breach, damage or interruption. Distributor shall not be liable for any loss, damage or expense whatsoever and howsoever arising from any breach or error, loss, damage, defect or interruption to the Cloud Services. Any error, loss, damage or interruption of Cloud Services discovered by CSR and/or End User after delivery shall not entitle CSR and/or End User to rescind the Purchase Order or the remainder of a Contract.

7. Support and Service Level Agreements

a. **Support.** If applicable, CSP and/or Distributor will provide a reasonable level of technical and customer support for the Cloud Services in accordance with the CSP's and/or Distributor's then-current support policy for the Cloud Services ("**Support Terms**"), as set forth in the Documentation. Support Terms may include, among other things, the levels of support available to CSRs and/or End-Users, a description of support offerings, applicable hours of operation, number of available skilled resources, languages supported and scheduled maintenance windows.

b. **Service Level Agreements.** To the extent that CSP provides quality and performance standards in connection with its provision of any Cloud Services purchased hereunder, as set forth in the applicable Documentation, CSP shall be fully responsible for delivery of the Cloud Services in accordance with the terms of such SLAs, including payment of any penalties or return credits in the event of disruption or outages. Unless otherwise agreed by the parties in writing, Distributor shall not offer any SLAs in connection with the provision of Cloud Services hereunder.

8. Services Promotion and Training

a. **Marketing and Promotion.** CSR shall use commercially reasonable efforts to market, promote, and sell the Cloud Services in accordance with the terms of this Agreement.

b. **Support Service.** Distributor shall provide commercially reasonable amount sales and marketing support to assist CSR in the sale of the Cloud Services.

c. **Training.** CSR and its employees and agents shall comply with all basic and certificate training required to perform the sales, marketing and technical support of the Cloud Services. Distributor may make such training, and any training materials, available for the training of CSRs to the extent made available by Distributor or CSP. CSR shall provide Distributor the necessary and reasonable space, equipment and on-site facilities for the sole purposes of Distributor's or CSP's provision of the basic and certification training.

d. **Support Staff.** CSR shall maintain a staff of sales, marketing and technical personnel familiar with the applications, features, benefits, operations and configuration of the Cloud Services.

e. **Publications & Specifications.** Any and all specifications, descriptions, photographs, measurements, capacities or illustrations contained in any catalogues, price lists, brochures, leaflets, proposals, advertising matter, publications of Distributor or a CSP are intended to be illustrative and approximate only and shall not form part of a Contract or constitute a representation, warranty or condition regarding any Cloud Services, unless specifically agreed by written agreement between CSR and Distributor or constituting Documentation hereunder. No employee or agent of Distributor has any authority to make any representation regarding the Cloud Services. CSR acknowledges that it has not been induced to accept this Agreement or a Purchase Order hereunder by any representations or statement, oral or written, not expressly contained herein.

9. Warranties and Disclaimers

a. **Services Warranty.** CSR understands and accepts that Distributor is not the supplier of the Cloud Services. Accordingly, all Cloud Services are sold subject to the express warranty terms, if any, specified by the original CSP of the Cloud Services or set forth in any applicable Documentation.

b. **No Representations.** CSR may not make or pass on any warranty terms or representations on behalf of CSP or Distributor other than the warranty provided by the CSP and shall take all measures necessary to ensure that neither it nor any of its agents or employees shall make or pass on, any such warranty or representation relating to any Cloud Services provided by Distributor or CSP. CSR shall disclaim all other warranties, whether express or implied, other than any warranty terms CSR is permitted to make or pass on pursuant to Section 9(a).

c. **Disclaimer of Warranties.** DISTRIBUTOR AND CSR DISCLAIM ALL OTHER WARRANTIES, EXPRESS AND IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUIET ENJOYMENT AND QUALITY. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY DISTRIBUTOR OR ITS AUTHORIZED REPRESENTATIVES WILL CREATE ANY OTHER WARRANTIES OR IN ANY WAY INCREASE THE SCOPE OF DISTRIBUTOR'S OBLIGATIONS HEREUNDER.

d. **Warranty Assistance.** CSR shall immediately notify Distributor if any Cloud Services supplied to CSR prove to be defective in quality, availability or condition under CSP's warranty for the Cloud Services (the "Claim"). Upon receipt of notification of such Claim from CSR, Distributor shall notify CSR whether, as a matter of CSP's policy, a remedy is available and if the Claim must be handled directly with the CSP or indirectly through Distributor. Such Claims will be addressed in accordance with the applicable CSP policy as set forth in the applicable Documentation.

e. **Sole Remedy.** CSR agrees Distributor's sole and exclusive liability to CSR and End Users regarding any Cloud Services defect claims is limited to the administration of such claims with the CSP and is expressly contingent upon Distributor's ability to obtain a refund, credit or replacement Cloud Services from the CSP. Distributor has no obligation to accept a return credit of Cloud Services where the CSR fails to comply with any Documentation or CSP's policy on Cloud Services returns. Distributor shall not be liable or responsible for administering any defect or other claim which arises from normal usage, misuse, negligence, accident, abuse, use not in accordance with CSP's Documentation, modification or alteration not authorized by CSP, or use in conjunction with a third party product. Distributor reserves the right to determine whether any Cloud Services are defective. All charges incurred in returning or replacing Cloud Services are the responsibility of CSR.

10. Indemnification

a. **General Indemnity.** CSR will indemnify, defend and hold harmless Distributor and Distributor's affiliates, directors, officers, employees, agents, contractors, CSPs and End Users from and against all claims, lawsuits, losses, liabilities, damages, costs and expenses (including reasonable attorneys' fees), judgments or settlement amounts arising out of or in connection with (i) the Cloud Services or this Agreement, (ii) any breach of Section 2(g) or where an End User Agreement otherwise fails to protect Distributor in the manner described in Section 2(g); (iii) any termination, for whatever reason, of Cloud Services by Distributor, (iv) any injury or damage to persons (including death) or tangible or intangible property, (v) a claim that any Cloud Service was defective or failed to perform as represented, (vi) CSR's failure to perform any of its obligations under this Agreement, or (vii) the breach or inaccuracy in any material respect of any representation or warranty made by CSR in this Agreement.

b. **Intellectual Property Rights.** CSR understands and agrees Distributor will not, and has no duty to indemnify, defend or hold CSR or a third party harmless from or against any claims, losses, liabilities, damages, costs and expenses, judgments or settlement amounts arising out of or in connection with the actual or alleged infringement of a third party's intellectual property rights, including, but not limited to, any CSP, except and only to the extent that a CSP has expressly agreed in writing to offer such indemnification and defense to CSR on a pass through basis. CSR acknowledges that the Cloud Services are the intellectual property of the applicable CSP. Nothing contained herein shall be deemed to grant any right or title to such intellectual property to CSR. CSR further agrees not to translate, reverse compile or disassemble any object code or software associated with the delivery or usage of the Cloud Services. CSR will not remove, alter or destroy any form of copyright notice, proprietary markings, serial numbers, or confidential legends associated with the Cloud Services.

c. **Distributor's Obligations.** In connection with the indemnities provided hereunder, Distributor shall: (i) promptly notify CSR of any claim that is subject to CSR's indemnification obligations hereunder, but Distributor's failure to promptly notify CSR shall not discharge CSR of its obligation to indemnify Distributor unless and only to the extent that such failure is held to prejudice CSP's defense of such claim; (ii) reasonably cooperate with CSR in the performance of its obligations hereunder, provided any related costs or expenses incurred by Distributor shall be covered by CSR; and (iii) grant CSR the right to control the defense and settlement of any claim which is subject to indemnification, provided CSR pays in full any monetary

component of such settlement and further provided that such settlement contains a full and unconditional release of Distributor and no admission of liability on behalf of Distributor. Notwithstanding the foregoing, (a) Distributor shall have the right to employ separate counsel and participate in the defense of such action, at Distributor's expense, and (b) if (1) CSR does not promptly assume the defense of any such claim following notice of its election to do so, or (2) Distributor reasonably concludes that there may be defenses available to it which are different from or additional to those available to CSR and which could reasonably be expected to result in a conflict of interest or prejudice to Distributor if both parties were represented by the same counsel, then Distributor have the right to undertake the defense of such claim with counsel of its own choosing, with the reasonable costs thereof to be borne by CSR.

11. Limitation of Liability

a. DISTRIBUTOR'S LIABILITY FOR ANY DIRECT LOSS OR DAMAGE ARISING OUT OF THIS AGREEMENT AND ANY CONTRACT SHALL BE LIMITED TO, AND SHALL UNDER NO CIRCUMSTANCES EXCEED, THE ACTUAL AMOUNTS PAID BY CSR TO DISTRIBUTOR FOR THE CLOUD SERVICES GIVING RISE TO THE CLAIM DURING THE PREVIOUS SIX (6) MONTHS, EXCLUDING ANY TAXES AND LESS ANY REFUNDS OR CREDITS RECEIVED BY CSR FROM DISTRIBUTOR. EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, DISTRIBUTOR AND ITS CSPS SHALL NOT BE LIABLE TO CSR FOR ANY FINANCIAL, CONSEQUENTIAL OR OTHER INDIRECT LOSS OR DAMAGE CAUSED TO CSR BY REASON OF ANY REPRESENTATION, WARRANTY (EITHER EXPRESS OR IMPLIED), CONDITION OR OTHER TERM, OR ANY DUTY AT COMMON LAW; OR FOR ANY SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, EXEMPLARY, OR CONSEQUENTIAL DAMAGES (INCLUDING LOSS OF PROFITS, REVENUE, RECORDS OR DATA, COSTS OF PROCUREMENT OF SUBSTITUTE CLOUD SERVICES, OR DAMAGE TO REPUTATION OR GOODWILL) OR FOR ANY OTHER CLAIMS FOR COMPENSATION HOWEVER CAUSED (WHETHER CAUSED BY THE NEGLIGENCE OF DISTRIBUTOR, ITS EMPLOYEES, AGENTS, CSPS OR OTHERWISE) WHICH ARISE OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR A CONTRACT HEREUNDER, EVEN IF DISTRIBUTOR OR ITS CSPS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS, LIABILITY OR DAMAGES. NOTHING CONTAINED HEREIN SHALL BE CONSTRUED AS EXCLUDING OR LIMITING DISTRIBUTOR'S LIABILITY FOR DEATH OR PERSONAL INJURY CAUSED BY DISTRIBUTOR'S NEGLIGENCE. CSR ACKNOWLEDGES THAT THESE ALLOCATIONS OF LIABILITY WERE AN ESSENTIAL ELEMENT IN DISTRIBUTOR'S ENTERING INTO THIS AGREEMENT AND AGREES THAT SUCH ALLOCATION OF LIABILITY ARE REASONABLE AND APPROPRIATE GIVEN THE NATURE OF THIS AGREEMENT.

12. Insurance

a. Except as otherwise agreed by Distributor in writing, CSR will maintain, at its sole expense, during the Term of this Agreement, insurance coverage as follows, underwritten by an insurance company that carries an A- or better rating from A.M. Best or its equivalent:

i. Comprehensive General Liability Insurance including Services Liability/Completed Operations Insurance in the minimum amount of two million dollars (USD \$2,000,000) per occurrence, five million dollars (\$5,000,000) annual aggregate; and

ii. Professional Liability (also known as Errors and Omissions Liability) and Cyber Risk Insurance covering acts, errors and omissions arising out of CSR's operations in an amount not less than two million dollars (USD \$2,000,000) per occurrence.

b. CSR's insurance policies as required herein shall name Distributor, and Distributor's affiliates and their respective officers, directors and employees as additional insureds for any and all liability arising at any time in connection with CSR's or CSR Personnel's performance under this Agreement. Each policy shall provide that it may not be canceled or materially altered except after thirty (30) days' advance written notice to Distributor. CSR shall obtain such endorsements to its policy or policies of insurance as are necessary to cause the policy or policies to comply with the requirements stated herein. CSR shall provide Distributor with certificates of insurance evidencing compliance with this Section (including evidence of renewal of insurance) signed by authorized representatives of the respective carriers within thirty (30) days of the Effective Date and periodically upon Distributor's reasonable request. Each certificate of insurance shall provide that the issuing company shall not cancel, reduce, or otherwise materially alter the insurance afforded under the above policies unless notice of such cancellation, reduction or material alteration has been provided at least thirty (30) days in advance. With respect to insurance coverage to be provided by CSR pursuant to this Section, the insurance policies shall provide that the insurance companies waive all rights of subrogation against CSR and Distributor and their respective Affiliates, officers, directors and employees. CSR waives its rights to recover against Distributor and

Distributor's affiliates and their respective officers, directors, and employees in subrogation or as subrogee for another party.

c. The obligation of CSR to provide the insurance specified herein shall not limit in any way any obligation or liability of CSR provided elsewhere in this Agreement. The rights of Distributor and its subsidiaries and affiliates to insurance coverage under policies issued to or for the benefit of one or more of them are independent of this Agreement shall not be limited by this Agreement.

13. Confidential and Proprietary Information

a. Each party acknowledges that during the course of performing its obligations hereunder it may receive Confidential Information. Each party will employ the same degree of care to protect the secrecy and confidentiality of the Confidential Information of the other party as it uses to protect its own Confidential Information of a similar nature, but in no event less than a reasonable degree of care. Each party will restrict the release, access and use of Confidential Information to those of its affiliates, employees, officers, directors, consultants and agents who must have access to the Confidential Information in order to perform its obligations under this Agreement, provided such affiliates, employees, officers, directors, consultants and agents are subject to written agreements which contain confidentiality obligations in substance, at least as strict as those set forth herein, in order to enable each party to comply with the provisions of this Agreement or provided they are otherwise bound. The receiving party is responsible for any breaches of confidentiality by such affiliates, employees, officers, directors, consultants and agents. Confidential Information herein shall not include information that (i) the Recipient can demonstrate by its written records to have had in its possession prior to disclosure to the Recipient by the Discloser; (ii) was part of the public knowledge or literature, not as a result of any action or inaction of the Recipient; (iii) was subsequently disclosed to the Recipient from a source other than the Discloser who was not bound by an obligation of confidentiality to the Discloser; (iv) the Recipient can demonstrate by its written records to have been independently developed by the Recipient without the use, directly or indirectly, of any Confidential Information; or (v) the Recipient is required to disclose pursuant to a court order or as otherwise required by law; provided, however, that Recipient notifies the Discloser within sufficient time to give the Discloser a reasonable period to contest such order. All Confidential Information and any Documentation is provided "AS IS" without any representation or warranty, either express or implied, as to accuracy or completeness.

14. Compliance With Laws

a. **Compliance With Laws.** In connection with this Agreement and the delivery of Cloud Services hereunder, CSR shall comply with any and all applicable country, federal, state, and local laws, rules, regulations and codes, both domestic and foreign, including, but not limited to, any applicable import, re-import, export and re-export laws and regulations, including the Export Administration Regulations, the International Traffic in Arms Regulations and economic sanctions programs implemented by the Office of Foreign Assets Control. CSR is solely responsible for compliance related to the manner in which CSR and/or End Users choose to use the Cloud Services, including, without limitation, any transfer and processing of End User content, the provision of End User content to third parties and the region in which any of the foregoing occur.

b. **Export Compliance.** To the extent any import, re-import, export and re-export control laws or regulations are applicable to the Cloud Services ("Export Control Laws"), CSR hereby agrees not to export, re-export or otherwise distribute Cloud Services, or direct products thereof, in violation of any Export Control Laws. CSR warrants that it will not export or re-export any Cloud Services with knowledge that they will be used in the design, development, production, or use of chemical, biological, nuclear, or ballistic weapons, or in a facility engaged in such activities, unless CSR has obtained prior written approval from the appropriate department of the US Government or any other government with jurisdiction. CSR further warrants that it will not export or re-export, directly or indirectly, any Cloud Services to embargoed countries or sell Cloud Services to companies or individuals listed on the Denied Persons List published by the US Department of Commerce or the list of Specially Designated Nationals published by the Office of Foreign Assets Control. It is CSR's sole and exclusive responsibility to obtain any and all appropriate approvals from the applicable government entities, which may include the US government or any other government with jurisdiction, prior to exporting such Cloud Services, or any technical data related thereto. Distributor shall not be responsible for any costs, liabilities or damages resulting from CSR's failure to obtain any such required authorization and CSR shall indemnify Distributor against the same. CSR understands that the Export Control Laws and economic sanctions programs may change from time to time. It is CSR's sole and exclusive responsibility to obtain guidance of counsel or other appropriate channels to ensure its compliance with these laws.

c. **Anti-Bribery.** Each Party (including its officers, directors, employees, agents and any person under its control) shall comply with, and shall require its contractors,

subcontractors and any contingent workers to comply with, any and all applicable anti-corruption laws and regulations, including, but not limited to, the U.S. Foreign Corrupt Practices Act and the UK Bribery Act 2010. Without limiting the foregoing, each party, (including its officers, directors, employees, agents and any person under its control) shall not, directly or indirectly, make, promise to make, or accept any payment, offer or transfer of anything of value in connection with this Agreement or any other business transaction, to: (i) anyone working in an official capacity for a government, government entity (including employees of government owned or controlled corporations), or public international organization; (ii) any political party, party official, or candidate for political office; (iii) an intermediary for payment to any of the foregoing; (iv) any officer, director, employee of any actual or potential customer of either party; (v) any officer, director, employee of any commercial company; (vi) any officer, director or employee of either party or any of its affiliates; or (vii) any other person or entity if such payment, offer or transfer would violate the laws of the country in which made, or the laws of the United States of America or the United Kingdom. It is the intent of the parties hereto that no payments, offers or transfers of value shall be made or received which have the purpose or effect of public or commercial bribery, acceptance or acquiescence in extortion, kickbacks or other unlawful or improper means of obtaining or retaining business or directing business to any person or entity. In addition, each party warrants to the other that none of its officers, directors, employees, agents, or representatives is an official or employee of the government of the Territory or of any department or instrumentality of such government, nor is any of them an officer of a political party or candidate for political office who will share, directly or indirectly, any part of the sums due hereunder. CSP and Distributor represent and warrant that each will conduct its business operations hereunder in accordance with all applicable U.S. and foreign laws and regulations and will not attempt to directly or indirectly improperly influence the sale of Cloud Services by payments or other actions contrary to law or regulation.

d. **Personal Data Protection.** During the Term of this Agreement in connection with any processing of personal data which it receives under this Agreement, each party shall (i) comply with all applicable laws, rules, regulations, regulatory requirements and codes of practice including, but not limited to, laws and regulations implementing the Computer Fraud and Abuse Act (18 USC 1030), Federal Information Security Management ("FISMA") of 2002, Freedom of Information Act as Amended in 2002, Privacy Act of 1974 as Amended, (collectively, the "Data Protection Laws") and (ii) implement commercially reasonable technical and organizational security procedures and measures to preserve the security and confidentiality of the personal data received under this Agreement. Neither party shall do any act that puts the other party in breach of its obligations under the Data Protection Laws. Nothing in this Agreement shall be deemed to prevent any party from taking the steps it reasonably deems necessary to comply with the Data Protection Laws including requiring signature of the each party on additional terms and conditions related to the Data Protection Laws prior to providing any personal information, and neither party shall take any action which a reasonable person knowledgeable in the Data Protection Laws should know may cause or otherwise result in a violation of the Data Protection Laws. Each party agrees to obtain all necessary consents under the Data Protection Laws and will not pass personal data to third parties without prior notification to the data subject. Distributor may use, store or otherwise process and may transfer or disclose any personal data provided by CSR to any member of the Distributor wherever located in the world for the purpose of administration of this Agreement and relationship management on an ongoing basis, and CSR agrees to inform its employees of the same. CSR will have the obligation to take necessary steps to provide prior notice to the data subject that their information may be used, stored or otherwise processed by the Distributor wherever located in the world. CSR may use, store or otherwise process personal data provided by Distributor for relationship management purposes, but shall not pass any personal data to third parties without prior notification to the data subject.

e. **Security Policy and Information Security Management Program.** Without limiting the foregoing, and upon request by Distributor, CSR agrees to disclose in writing to Distributor a detailed description of CSR's information and data security controls and policies ("Information Security Management Program"). Upon reasonable demand, Distributor shall have the right to examine CSR's ongoing compliance with its stated written information controls and security policies.

f. **Data Processing Indemnification.** CSR shall defend, indemnify and hold harmless Distributor from and against any and all claims, actions, liabilities, losses, damages and expenses (including reasonable legal expenses) which arise from third party claims and/or government agency actions arising directly or indirectly out of or in connection with CSR's data processing activities under or in connection with this Agreement, including without limitation those arising out of any third party demand, claim or action, or any breach of contract, negligence, fraud, willful misconduct, breach of statutory duty or non-compliance with any part of the Data Protection Laws. CSR will obtain adequate cyber insurance to cover the costs of potential data breaches and subsequent related litigation.

g. **Marketing Data.** CSR agrees that Distributor may collect, store and use CSR data, for the purpose of facilitating its marketing and sale of the Cloud Services, and

CSR hereby consents to such collection, storage and use of CSR data by Distributor for these purposes. CSR further consents to the use of such data for communicating the Cloud Services and promotional information to CSR via email or other electronic means unless CSR notifies Distributor in writing that it does not wish to receive such promotional information.

15. General Terms

a. **Force Majeure.** For purposes of this Agreement, “**Force Majeure**” means, without limitation, any acts of God, government, war, terrorism, riot, fire, floods, earthquakes, explosions, strikes, lockouts, cessation of labor, trade disputes, breakdowns, accidents of any kind or any other causes which are beyond the reasonable control of a party (including delay, interruptions, shortages or outages by Distributor’s CSPs). Neither party shall be liable to the other party or be deemed in breach of this Agreement or any Contract by reason of delay or failure to perform if such delay or failure to perform was caused by Force Majeure. In the event of a Force Majeure event: (i) the party claiming Force Majeure shall, as soon as commercially practicable, notify the other party of such Force Majeure event provided the notifying party shall incur no liability for its failure to give such notice; (ii) the notifying party’s duty to perform shall be suspended for the duration of the Force Majeure event; and (iii) the time of performance for the party impacted by the Force Majeure event shall be extended by a period equal to the duration of said Force Majeure event. In the event a Force Majeure event should continue for more than ninety (90) days, either party may, by written notice to the other, cancel a Contract insofar as Cloud Services remain undelivered under said Contract. Upon such cancellation, Distributor shall have no obligation to deliver, and CSR will have no obligation to accept delivery of or pay for, the undelivered Cloud Services, but the Contract shall remain in full force and effect regarding all Cloud Services delivered prior to the date of cancellation.

b. **Assignment.** CSR may not transfer or assign this Agreement, in whole or in part, or delegate any of its duties hereunder, to a third party by change in control, operation of law or otherwise, without the prior written consent of Distributor. Distributor may assign this Agreement and/or any Purchase Order in whole or in part without the consent of CSR. Distributor shall endeavor to provide prompt notice of any assignment to the CSR. No assignment shall be effective unless (i) the assignor notifies the other party of the assignment in writing and (ii) the assignee agrees in writing to abide by the terms of this Agreement. Any assignment in violation of the foregoing shall be void. This Agreement shall inure to the benefit of the parties, their successors and permitted assigns. CSR understands and agrees that, regardless of any such assignment, the rights and obligations of Distributor in this Agreement may accrue to, or be fulfilled by, any affiliate, as well as by Distributor and/or its subcontractors.

c. **Waiver.** No delay or failure of either party to enforce any provision of this Agreement will operate as a waiver of the right to enforce that or any other provision of this Agreement, nor will any single or partial exercise of any such rights preclude any other or further exercise thereof. To be effective, any waiver must be in writing, signed by the party providing the waiver.

d. **Modifications.** Any amendment or modification of this Agreement must be made in writing and signed by authorized representatives of both of the parties hereto.

e. **Relationship of the Parties.** In all matters relating to this Agreement, the relationship of the parties shall be that of independent contractors. Neither party will represent that it has any authority to assume or create any obligation, express or implied, on behalf of the other party. Nothing stated in this Agreement shall be construed as constituting Distributor and CSR as partners or joint venturers, or as creating the relationship of employer and employee, principal and agent, or master and servant.

f. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of New York without regard to its conflicts of law principles. The United Nation’s Convention on Contracts for the International Sale of Goods is specifically excluded from application to this Agreement. The parties agree that the state and federal courts located in Westchester County, New York, shall have sole and exclusive jurisdiction and venue over any matter arising out of this Agreement and each party hereby submits itself and its property to the venue and jurisdiction of such courts. Each party irrevocably waives any objection that it may now or hereafter have to the laying of venue of any such proceeding in such court, including any claim that such proceeding has been brought in an inappropriate or inconvenient forum.

g. **Severability.** In the event that any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, the remaining provisions of the Agreement will remain in full force and effect, and shall be construed so as to best effectuate the intention of the parties in executing it.

h. **Survival.** Any obligations which either expressly or by their nature are to continue after the termination or expiration of this Agreement shall survive and remain in effect. Without limiting the foregoing, the following sections shall survive and remain in effect: Sections 5(d), 9, 10 11, and 15.

i. **Notices.** Any notices provided under this Agreement shall be deemed given three (3) days after sent by a national overnight delivery service or express mail, and immediately after personal delivery to the other party at the addresses shown above. Notice to Distributor shall be made to the attention of: Legal Department.

j. **Audit Rights.** CSR shall keep and maintain true and complete records pertaining to its performance of this Agreement or any Contract hereunder in sufficient detail to permit Distributor to accurately determine whether CSR has fully complied with their terms. CSR shall make such records available upon reasonable notice, during regular business hours, for inspection and copying by Distributor and its representatives. CSR shall maintain such records for at least two (2) years after the end of the calendar year to which they pertain. CSR shall maintain such records for a period of 3 years from the date of termination of Cloud Services.

k. **Construction.** Neither party hereto shall be considered the drafter of this Agreement or any provision hereof for the purpose of any statute, case law, rule of interpretation or construction that would or might cause any provision or ambiguity to be construed against the drafter hereof. As used in these Agreement, (i) any reference to a statute shall be construed as a reference to that statute as amended, re-enacted or otherwise modified from time to time, (ii) the term “including” will always be deemed to mean “including, without limitation”, (iii) a definition is equally applicable to the singular and plural forms of the feminine, masculine and neuter forms of the term defined, and (iv) any headings in the Agreement are for convenience only and shall not affect the interpretation of any terms.

l. **Language.** The parties agree that the English language shall be the controlling language of this Agreement. Each party hereby declares that it (i) has had an opportunity to review and discuss the Agreement with legal counsel, (ii) has read and understood the entire text of the Agreement, and (iii) and has a clear understanding of each and every of its terms and conditions.

m. **No Conflicts and Entire Agreement.** This Agreement (together with all Contracts) constitutes the entire agreement between the parties with respect to the purchase of Cloud Services and supersedes any and all written or oral agreements previously existing between the parties and/or their affiliates with respect to the purchase of Cloud Services from Distributor. Any Other Agreements between CSR and Distributor shall not be affected by the execution of this Agreement and the terms of such Other Agreements shall remain in full force and effect with respect to the subject matter set forth in such Other Agreements. CSR acknowledges that it is not entering this Agreement on the basis of any representations not expressly contained herein. Every Contract between Distributor and the CSR or any of its subsidiaries shall be subject to the Agreement. CSR may not purchase Cloud Services from Distributor until completion of Distributor’s credit application. In the event of any conflict between the terms and conditions of this Agreement and any applicable Addendum, the terms and conditions of the applicable Addendum shall prevail.

n. **Execution.** This Agreement may be executed contemporaneously in one or more counterparts, each of which shall be deemed an original, but which together shall constitute one instrument. The parties may rely on a facsimile or scanned signature to bind the other party and may deliver such signatures electronically.

o. **Non-Solicitation.** Except as otherwise agreed by Distributor in writing, during the Term of this Agreement and for a period of twelve (12) months following the date of any Contract hereunder, CSR hereby agrees not to solicit, induce or hire any employee of Distributor involved in the marketing, promotion, sale or distribution of Cloud Services to CSR to leave their employment or terminate or breach their contract for services with Distributor, as the case may be. Notwithstanding the foregoing, solicitation of either party’s current employees or independent contractors who are not involved in the performance of this Agreement by means of a general media solicitation or trade publication or advertisement shall not constitute a breach of this provision.