**ACME Corporation**

**RESELLER CONTRACT**

**This eXo Partner Agreement (“Agreement”) is entered into between eXo Platform NA LLC with its principal place of business at 51 Federal Street, Suite 350, San Francisco, California 94105 (“eXo”) and the entity executing the appropriate Order Form which references this Agreement (“Partner”). Capitalized terms shall have the meaning set forth in Section 12 or throughout the Agreement. This Agreement is effective upon the date specified in such Order Form (“Effective Date”).**

**1. PARTNER PROGRAM.**

**1.1** In exchange for the payment of applicable fees, Partner will be entitled to the benefits of the eXo Partner Program for the Partner Level described in an Addendum to this Agreement and on the Order Form entered into between the parties.

**1.2** eXo may supply to Partner the Services at the location, rates and for the duration specified in an Order Form. Each party will appoint a coordinator who will manage the provision of Services. Services may be ordered by Partner pursuant to a Statement of Work (“SOW”) describing the work to be performed, fees and any applicable milestones, dependencies and other technical specifications or related information. Each SOW must be signed by both parties before eXo shall commence work under such SOW. If the parties do not execute a separate SOW, the Services shall be provided as stated on the Order Form. Partner will reimburse eXo for reasonable travel and lodging expenses as incurred.

**2. PAYMENTS.**

**2.1 Fees.** During the term of this Agreement, Partner will pay to eXo the fees as specified on the applicable Order Form(s) and/or Addendum(s). In addition, Partner will pay all out-of-pocket travel and living expenses incurred in connection with eXo's provision of the Subscriptions and/or Services, if any, identified in the applicable Order Form(s).

**2.2 Taxes/Duties.** All fees and charges payable by Partner under this Agreement are exclusive of any (a) duties or (b) present or future sales, use, value added, excise, or other governmental or similar taxes applicable to this Agreement. eXo will separately itemize any applicable taxes and duties of which it is aware on each invoice, unless Partner furnishes eXo with a properly executed tax exemption certificate certifying that it does not owe such taxes and duties. Partner will be responsible for paying any applicable taxes and duties currently or hereafter assessed by a government agency, other than taxes based on eXo’s net income. If any applicable law requires Partner to withhold amounts from any payments to eXo under this Agreement, (a) Partner will effect such withholding, remit such amounts to the appropriate taxing authorities and promptly furnish eXo with tax receipts evidencing the payments of such amounts and (b) the sum payable by Partner upon which the deduction or withholding is based will be increased to the extent necessary to ensure that, after such deduction or withholding, eXo receives and retains, free from liability for such deduction or withholding, a net amount equal to the amount eXo would have received and retained absent the required deduction or withholding.

**2.3 Payment.** Unless otherwise indicated the applicable Order Form(s), payments of all invoices: (a) will be paid within thirty (30) days of the date of the invoice; and (b) will be made in U.S. dollars without right of set off or chargeback. All eXo supplied Products and Subscription Services will only be delivered to Partner electronically through the Internet. All fees are non-refundable. All amounts not paid when due are subject to a late fee of the lesser of one percent (1%) per month or the maximum amount allowable by law. eXo may also suspend provision of the Services and/or Subscription Services until such delinquency is corrected.

**2.4 Notification of Changes.** eXo will provide Partner with sixty (60) days written notice of any changes in the Partner Program, Products, fees for Subscriptions and/or Subscription Services, Services, and delivery schedules.

**2.5 Audit Rights.** Partner will, during this Agreement and for a period of two (2) years after termination, maintain records relating to contracts, Named Applications, Products, Services, invoices, accounts, complaints and other transactions relating to its performance under this Agreement. Partner agrees that eXo, upon at least ten (10) days prior written notice during business hours may at its own cost and expense directly or through an agent inspect such accounts, records and other information as may be required to verify Partner’s compliance with this Agreement. The cost of the audit will be borne by eXo unless the audit reveals an underpayment by Partner to eXo, in which case Partner will immediately pay the amount of the underpayment and will pay for the cost of the audit.