SINGLESTORE RESELLER AGREEMENT

THIS RESELLER AGREEMENT (this "Agreement") is entered into as of _____________ (the "Effective Date") between SINGLESTORE, INC., a Delaware corporation, doing business at 534 4th St, San Francisco, CA 94107 ("SingleStore") and ________________, doing business at ___________________ ("Reseller").

1. DEFINITIONS. As used in this Agreement:

1.1 "Customer" means a person, company, or other legal entity that has purchased from Reseller pursuant to this Agreement a license to use the Licensed Software for its own internal purposes and not for distribution to, or use on behalf of, others, and/or a right to receive any Services.

1.2 "Customer Terms" means the standard form written or electronic software license agreements and/or any other terms and conditions applicable to the SingleStore Software or Services, the current versions of which are set forth at http://www.singlestore.com/contracts/, but which may change from time to time without notice to Reseller.

1.3 "Discount" means the applicable discount off of Suggested List Prices on Reseller's purchase of SingleStore Offerings for resale to Customers under this Agreement. The standard Discounts, as well as additional Discounts for Orders submitted as Registered Opportunities, are specified in Exhibit A.

1.4 "Executable Code" means the fully compiled version of a software program that can be executed by a computer and used by an end user without further compilation.

1.5 "Fees" is defined in Section 6.1 below.

1.6 "Intellectual Property Rights" means all present and future worldwide copyrights, trademarks, trade secrets, patents, patent applications, moral rights, contract rights, and other proprietary rights.

1.7 "Licensed Software" means the software program or programs described in Exhibit A, and any modified, updated, or enhanced versions of such programs that SingleStore may provide to Customers.

1.8 "SingleStore Offerings" means the SingleStore Licensed Software and Services and any other products or services that SingleStore designates in writing as permissible for Reseller to market and resell to Customers under this Agreement.

1.9 "SingleStore Marks" means the trademarks and trade names of SingleStore listed in Exhibit B (as such list may be updated from time to time by SingleStore upon notice to Reseller).

1.10 "Opportunity Request Form" means a document substantially in the form set forth in Exhibit C, which specifies, on a customer-by-customer basis, the specific transactional opportunity proposed by Reseller, and the related details. Each Opportunity Request Form is subject to the Opportunity Registration Program described in Exhibit A and SingleStore's written approval on a case-by-case basis.

1.11 "Order" means the submission by Reseller to SingleStore of a written order for SingleStore Offerings under this Agreement, utilizing SingleStore’s standard sales order form or any other mutually agreeable form.

1.12 "Professional Services" means services that SingleStore provides to help Customers plan for and onboard the Licensed Software. Professional Services may include implementation, configuration, migration, and similar services to be provided to Client by SingleStore pursuant to the terms of this Agreement and SingleStore’s standard Professional Services terms, as described below. Services will be limited to those services regarding supporting Client’s application with the use of Software, and expressly exclude any other services (such as development services and other services commonly referred to as "work for hire", both of which, for clarity, are not offered). SingleStore's standard Professional Services terms and conditions will be provided upon request.

1.13 "Reseller Products" means the products manufactured by (or on behalf of) Reseller with which the Licensed Software may be bundled, as described in Exhibit A.

1.14 "Services" means Professional Services, Support Services, and/or Training Services.
1.15 “Source Code” means the human-readable version of a software program that can be compiled into Executable Code.

1.16 “Suggested List Price” means, with respect to each Order, SingleStore’s then-current suggested list price applicable to sales of SingleStore Offerings in the Territory in which the end Customer is located.

1.17 “Support Services” means services that SingleStore provides to Customers to assist with diagnosing and endeavoring to resolve nonconformities between the Licensed Software and the User Documentation, as well as to update and/or enhance the Licensed Software. Support Services may include the provision of helpdesk and/or online assistance and information regarding such nonconformities, and the provision of workarounds and/or bug fixes that are made generally available to SingleStore’s customers. As of the Effective Date, SingleStore’s Support Services terms and conditions can be found at www.singlestore.com/contracts/.

1.18 “Training Services” means services that SingleStore offers to educate Customers regarding the features, functions, and/or use of the Licensed Software.

1.19 “Territory” means The United States, Canada, United Kingdom, France and Germany.

1.20 “User Documentation” means SingleStore’s then current user documentation applicable to the Licensed Software, which may be updated by SingleStore from time to time.

2. Reseller’s Rights and Obligations.

2.1 Appointment. Subject to the terms of this Agreement and Reseller’s timely payment of all Fees hereunder, SingleStore hereby appoints Reseller during the Sales Term, as a non-exclusive, direct reseller of the SingleStore Offerings to Customers within the Territory. Nothing in this Agreement shall be construed as restricting in any manner SingleStore’s marketing, sales or distribution activities or SingleStore’s appointment of other resellers, dealers, distributors, licensees or agents in any territory or marketplace.

2.2 Customer Terms. Reseller shall notify Customer, prior to selling it any SingleStore Offerings, (a) of any requirements applicable to the use of SingleStore Offerings (e.g., compute, memory or other system requirements, etc.), and (b) that the licensing and/or use of the SingleStore Offerings is subject to such prospective Customer’s written agreement to all applicable Customer Terms.

2.3 Training. Reseller shall ensure that its sales personnel are adequately trained in the use of the SingleStore Offerings and are familiar with all relevant features and use cases. SingleStore shall provide optional training at Reseller’s expense, including a training charge at SingleStore’s standard rates, and at a time and place mutually agreed upon by the parties. Unless otherwise arranged between SingleStore and Reseller, all training shall occur at SingleStore’s facilities in California or be delivered as virtual training. For any training delivered away from SingleStore’s facilities, Reseller shall be responsible for providing necessary facilities and equipment and shall reimburse SingleStore for its reasonable travel and living expenses incurred in delivering such training. The receipt of training by Reseller shall not modify or limit any of Reseller’s obligations under this Agreement. During the term of this Agreement, at least two (2) of Reseller’s personnel will complete the training necessary to be “SingleStore Certified”.

2.4 Sales Reports. Reseller shall, with respect to each three-month calendar quarter falling within the Sales Term, provide SingleStore with a written non-binding sales forecast indicating the estimated amount of SingleStore Offerings to be resold to Customers during such calendar quarter (each a “Sales Forecast”). Each Sales Forecast shall be in a form and contain such information reasonably specified by SingleStore, delivered on or before the first day of the second month of each calendar quarter. Sales Reports shall be treated as Confidential Information under this Agreement.

3. Reseller Training & Demonstration License.

3.1 Licensed Software and User Documentation. Subject to the terms and conditions of this Agreement, SingleStore grants to Reseller a non-exclusive, non-transferable, revocable royalty-free license (without right to sublicense) to: (a) use copies of the Licensed Software, in Executable Code only and during a subscription period of performance, solely to train its personnel regarding the features and functionality of the Licensed Software and to conduct pre-sale demonstrations
for potential Customers in the Territory; provided that such Licensed Software is granted pursuant to a separately executed Order Document listing the number of Licensed Units and the subscription period of performance.

3.2 License Restrictions. Reseller acknowledges that the Licensed Software and its structure, organization, and Source Code constitute valuable trade secrets of SingleStore and its suppliers. Accordingly, Reseller agrees not to (and not to permit any third party to): (a) modify, adapt, translate, or create derivative works from the Licensed Software; (b) merge the Licensed Software with other software; (c) distribute, sublicense, lease, rent, loan, or otherwise transfer the Licensed Software to any third party; (d) disclose the results of any benchmark testing, technical results or other performance data relating to the Licensed Software without SingleStore’s prior written consent; or (d) reverse engineer, decompile, disassemble, or otherwise attempt to derive the Source Code for the Licensed Software. Reseller must not remove, alter, or obscure in any way all proprietary rights notices of SingleStore or its suppliers on or within the copies of the Licensed Software and the User Documentation. The Licensed Software and User Documentation, and all worldwide Intellectual Property Rights therein, are the exclusive property of SingleStore and its suppliers. All rights not expressly granted to Reseller in this Agreement are reserved by SingleStore and its suppliers.

3.3 Trademark License; Product Marketing. Subject to the terms and conditions of this Agreement, SingleStore grants to Reseller a non-exclusive, non-transferable, revocable, royalty-free license (without the right to grant sublicenses) to use and reproduce the SingleStore Marks solely in connection with marketing the Licensed Software. Reseller agrees to state in appropriate places on all materials using the SingleStore Marks that the SingleStore Marks are trademarks of SingleStore and to include the symbol ™ or ® as appropriate. SingleStore grants no rights in the SingleStore Marks other than those expressly granted in this Section 3.3. Reseller acknowledges SingleStore’s exclusive ownership of the SingleStore Marks. Reseller agrees not to take any action inconsistent with such ownership and to cooperate, at SingleStore’s request and expense, in any action which SingleStore deems necessary or desirable to establish or preserve SingleStore’s exclusive rights in and to the SingleStore Marks. Reseller will not adopt, use, or attempt to register any trademarks or trade names that are confusingly similar to the SingleStore Marks or in such a way as to create combination marks with the SingleStore Marks. Reseller will provide SingleStore with samples of all products and materials that contain the SingleStore Marks prior to their public use, distribution, or display for SingleStore’s quality assurance purposes and will obtain SingleStore’s written approval before such use, distribution, or display. At SingleStore’s request, Reseller will modify or discontinue any use of the SingleStore Marks. Reseller will not make or publish any representations, warranties, or guarantees on behalf of SingleStore or its suppliers or concerning the Licensed Software, and shall only use marketing materials supplied by or expressly authorized by SingleStore.

4. ORDER PROCESS; FULFILLMENT AND ACCEPTANCE.

4.1 Procedure. Reseller will order the Licensed Software for delivery by SingleStore to Customers by submitting Orders to SingleStore in accordance with SingleStore’s then-current order processing procedure. All such Orders must refer to this Agreement and specify the types and quantities of the Licensed Software and Services ordered, the desired effective date and any information regarding the Customer specified by SingleStore. Upon acceptance of an Order as set forth in this Section, SingleStore will use commercially reasonable efforts to deliver the SingleStore Offerings to the applicable Customer in accordance with the mutually agreed timing specified in the Order. Reseller shall not distribute any SingleStore software to any Customer or any other third party under this Agreement without SingleStore’s prior written consent.

4.2 Acceptance of Orders. All orders will be subject to acceptance by SingleStore at its corporate offices in San Francisco, California, either in writing or by shipment (which may be electronically, such as via FTP or other download mechanism). Orders cannot be cancelled once placed. SingleStore reserves the right to reject specific Orders in its sole discretion or accept Orders directly from a Customer at any time should that Customer wish to deal directly with SingleStore or any of its other authorized resellers. SingleStore reserves the right to request confirmation of “sell through” of the Licensed Software to the Customer in connection with any Order. With respect to any Order, upon notice to Reseller, SingleStore reserves the right to delegate Order acceptance to an authorized third party distributor for the Territory.

4.3 Controlling Terms. The terms of this Agreement, including the Customer Terms, will govern all such Orders submitted by Reseller to SingleStore; no additional or inconsistent term or condition in any such Order or on the face or reverse of any Purchase Order, acknowledgement or confirmation will have any legal or binding effect.

4.4 Cancellation or Postponement by SingleStore. SingleStore may cancel or postpone any Order placed and accepted by SingleStore if Reseller fails to make any payment as provided herein or otherwise fails to materially comply with the terms and conditions of this Agreement. SingleStore’s acceptance of any Order or any payment shall not serve to waive any rights SingleStore may have regarding any other Order or payment.
5. **SERVICES.** In consideration of the payment (by Reseller and/or Customers) of the then-current applicable fees to SingleStore, SingleStore will provide Professional Services, Support Services, and/or Training Services in accordance with SingleStore’s then-current services terms and conditions.

6. **FEES, ROYALTIES, AND PAYMENT.**

6.1 **Fees and Royalties.** The amount of SingleStore Licensed Software fees payable by Reseller to SingleStore shall be determined based on SingleStore’s then-current list price (or, if applicable, the fee set forth in Exhibit A) for such Licensed Software, less the Discount as specified in Exhibit A or the Opportunity Request Form, as applicable. If and to the extent applicable, Reseller will also pay SingleStore fees for Services, such as annual Support fees, as specified in Exhibit A, or the Opportunity Request Form response by SingleStore, for the Support Services to be provided by SingleStore under Section 5, or if not so specified, then at SingleStore’s then-current support fee pricing (to the extent applicable). Reseller, in its sole discretion, will establish the fees it charges to Customers to whom Reseller distributes the Licensed Software and to whom it sells any Services.

6.2 **Payments.** Reseller will pay to SingleStore all fees required under Section 6.1 within thirty (30) days following the date of SingleStore’s invoice therefor. If Customer reasonably disputes any invoiced amount in good faith, Customer will notify SingleStore of such dispute in writing during the applicable payment period; otherwise, such dispute will be deemed waived. If fees are not received when due, or if Reseller is in breach of this Agreement, SingleStore may suspend its performance and all fees will continue to accrue and be due from and payable by Reseller upon receipt of invoice. All orders are non-cancellable and all amounts paid are non-refundable, unless otherwise expressly set forth herein. Unpaid amounts are subject to interest at the lesser of 1.5% per month or the maximum permitted by law plus all collection costs. Customer agrees to pay all fees and costs associated with collection.

7. **Taxes.** Reseller will be responsible for payment of all taxes (other than taxes based on SingleStore’s income), fees, duties, and other governmental charges, and any related penalties and interest, arising from the payment of fees to SingleStore under this Agreement or the delivery or license of the Licensed Software to Reseller. Reseller will make all payments of fees and royalties to SingleStore free and clear of, and without reduction for, any withholding taxes; any such taxes imposed on payments of fees and royalties to SingleStore will be Reseller’s sole responsibility, and Reseller will provide SingleStore with official receipts issued by the appropriate taxing authority, or such other evidence as the SingleStore may reasonably request, to establish that such taxes have been paid.

8. **CONFIDENTIALITY.**

8.1 **Confidential Information.** Each party (the “Disclosing Party”) may from time to time during the term of this Agreement disclose to the other party (the “Receiving Party”) certain information regarding the Disclosing Party’s business, including technical, marketing, financial, employee, planning, and other confidential or proprietary information (“Confidential Information”). The Disclosing Party will mark all Confidential Information in tangible form as “confidential” or “proprietary” or with a similar legend. The Disclosing Party will identify all Confidential Information disclosed orally as confidential at the time of disclosure. Regardless of whether so marked or identified, however, any information that the Receiving Party knew or should have known, under the circumstances, was considered confidential or proprietary by the Disclosing Party, will be considered Confidential Information of the Disclosing Party. The Receiving Party will not use any Confidential Information of the Disclosing Party for any purpose not expressly permitted by this Agreement, and will disclose the Confidential Information of the Disclosing Party only to the employees or contractors of the Receiving Party who have a need to know such Confidential Information for purposes of this Agreement and who are under a duty of confidentiality no less restrictive than the Receiving Party’s duty hereunder. The Receiving Party will protect the Disclosing Party’s Confidential Information from unauthorized use, access, or disclosure in the same manner as the Receiving Party protects its own confidential or proprietary information of a similar nature and with no less than reasonable care.

8.2 **Exceptions.** The Receiving Party’s obligations under Section 8.1 will not apply to any Confidential Information that: (a) was already lawfully known to the Receiving Party at the time of disclosure by the Disclosing Party; (b) was rightfully disclosed to the Receiving Party by a third party; (c) through no fault of the Receiving Party has become generally available to the public; or (d) was independently developed by the Receiving Party without access to, or use of, the Disclosing Party’s Confidential Information. In addition, the Receiving Party will be allowed to disclose Confidential Information of the Disclosing Party to the extent that such disclosure is required by law or by the order of a court of similar judicial or administrative body, provided that the Receiving Party promptly notifies the Disclosing Party in writing of such required disclosure, and cooperates with the Disclosing Party, at the Disclosing Party’s reasonable request and expense, in any action to contest or limit the scope of such required disclosure.
8.3 **Return of Confidential Information.** The Receiving Party will either, at its option, return to the Disclosing Party or destroy all Confidential Information of the Disclosing Party in the Receiving Party’s possession or control and permanently erase all electronic copies of such Confidential Information promptly upon the written request of the Disclosing Party or the expiration or termination of this Agreement, whichever comes first.

9. **Warranties.**

9.1 **Warranties by Both Parties.** Each party warrants that it has full power and authority to enter into and perform this Agreement, and the person signing this Agreement on such party's behalf has been duly authorized and empowered to enter into this Agreement.

9.2 **Disclaimer.** THE EXPRESS WARRANTIES IN THIS SECTION 8 ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS, IMPLIED, OR STATUTORY, REGARDING THE LICENSED SOFTWARE OR ANY SERVICES PROVIDED BY SINGLESTORE, INCLUDING ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT OF THIRD-PARTY RIGHTS. RESELLER ACKNOWLEDGES THAT IT HAS RELIED ON NO WARRANTIES OTHER THAN THE WARRANTIES IN THIS AGREEMENT AND THAT NO WARRANTIES ARE MADE BY ANY OF SINGLESTORE’S SUPPLIERS. THE FOREGOING DOES NOT APPLY TO CUSTOMERS’ RIGHTS UNDER APPLICABLE CUSTOMER TERMS.

10. **Indemnification.**

10.1 **Indemnification by Reseller.** Reseller agrees to defend, indemnify and hold harmless SingleStore and its officers, directors, employees, agents, suppliers, and licensors from and against any claims, suits, losses, damages, liabilities, costs, and expenses (including reasonable attorneys’ fees) brought by third parties (including any Customer) resulting from or relating to any breach by Reseller of its obligations, duties, or responsibilities under this Agreement. Reseller’s obligations under this Section 10.1 are subject to the conditions that SingleStore give Reseller prompt written notice of any such claim, and allow Reseller to control the defense and settlement of the claim (except that Reseller may not offer any defense or agree to any settlement that does not unconditionally release the indemnified party(ies) or that imposes any obligation or liability on the indemnified party(ies), without the indemnified party(ies)’ prior written consent), and cooperate with Reseller, at Reseller’s reasonable request and expense, in defending or settling the claim.

10.2 **Indemnification by SingleStore.** SingleStore will defend, indemnify, and hold Reseller harmless from any third party claim to the extent alleging that the Licensed Software infringes any patent, copyright or misappropriates any trade secrets recognized as such under the Uniform Trade Secret law. SingleStore will pay those costs and damages finally awarded against Reseller in any such action that are specifically attributable to such claim, or those costs and damages agreed to in a monetary settlement of such action. The foregoing obligations are conditioned on Reseller notifying SingleStore promptly in writing of such action, giving SingleStore sole control of the defense thereof and any related settlement negotiations, and cooperating and, at SingleStore’s reasonable request and expense, assisting in such defense. Notwithstanding the foregoing, SingleStore will have no obligation under this Section 10.2 or otherwise with respect to any infringement claim based upon: (i) any unauthorized use, reproduction, or distribution of the Licensed Software by Reseller or any of its Customers, (ii) any use of the Licensed Software in combination with other products, equipment, software, or data not supplied by SingleStore (including other components of the Reseller Products, (iii) any use, reproduction, or distribution of any release of the Licensed Software other than the most current release made available to Customers, or (iv) any modification of the Licensed Software by any person other than SingleStore. THIS SECTION 10.2 STATES SINGLESTORE’S ENTIRE LIABILITY AND RESELLER’S SOLE AND EXCLUSIVE REMEDY FOR INFRINGEMENT CLAIMS AND ACTIONS.

11. **Limitation of Liability.** IN NO EVENT WILL SINGLESTORE BE LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, EXEMPLARY, SPECIAL OR INCIDENTAL DAMAGES, INCLUDING LOST PROFITS, ARISING FROM OR RELATING TO THIS AGREEMENT. SINGLESTORE’S TOTAL ACCUMULATIVE LIABILITY IN CONNECTION WITH THIS AGREEMENT AND THE LICENSED SOFTWARE, WHETHER IN CONTRACT OR TORT OR OTHERWISE, WILL NOT EXCEED THE AMOUNT OF FEES PAID TO SINGLESTORE BY RESELLER UNDER THIS AGREEMENT IN THE PREVIOUS TWELVE (12) MONTHS, EXCEPT THAT THE FOREGOING LIMITATION OF LIABILITY WILL NOT APPLY TO AMOUNTS PAYABLE BY SINGLESTORE TO THIRD PARTIES PURSUANT TO SINGLESTORE INDEMNIFICATION OBLIGATIONS UNDER SECTION 9.2 (FOR WHICH THE LIMIT WILL NOT EXCEED TWO TIMES THE ABOVE-REFERENCED CAP, UP TO A MAXIMUM TWO HUNDRED AND FIFTY THOUSAND DOLLARS $250,000), IN THE AGGREGATE). Reseller acknowledges that the fees and royalties set forth in this Agreement reflect the allocation of risk set forth in this Agreement and that SingleStore would not enter into this Agreement without these limitations on its liability. Reseller agrees that SingleStore’s suppliers will have no liability of any kind under or as a result of this Agreement. The foregoing limitations of liability are independent of any exclusive remedies for breach of warranty set forth in this Agreement.
12. TERM AND TERMINATION.

12.1 Term. Unless earlier terminated pursuant to Section 12.2, the term of this Agreement will begin on the Effective Date and will conclude after a period of two (2) years. Thereafter, the term will automatically renew on a month-to-month basis unless terminated by either party. Reseller acknowledges and agrees that, except as expressly set forth in this paragraph: (i) SingleStore has no obligation to agree to or approve any renewal or extension of this Agreement; (ii) Reseller has no basis for expecting, and has received no assurance, that its business relationship with SingleStore will continue beyond the stated term of this Agreement or that any investment by Reseller in the promotion of the Licensed Software will be recovered; and (iii) Reseller will not be entitled to any compensation or damages of any nature as a result of the expiration of this Agreement or the termination of this Agreement pursuant to Section 12.2.

12.2 Termination. SingleStore may terminate this Agreement, effective immediately upon written notice to Reseller, if (a) Reseller breaches any provision in Section 3.2, or (b) Reseller breaches any other provision of this Agreement and does not cure the breach within thirty (30) days after receiving written notice thereof from SingleStore. Reseller may terminate this Agreement, effective immediately upon written notice to SingleStore, if SingleStore breaches any provision of this Agreement and does not cure the breach within thirty (30) days after receiving written notice thereof from Reseller.

12.3 Effects of Termination.

(a) Payment; Licenses; Licensed Software. Upon termination or expiration of this Agreement for any reason, any amounts owed to SingleStore under this Agreement before such termination or expiration will be immediately due and payable, all licensed rights granted in this Agreement will immediately cease to exist, and Reseller must (i) promptly discontinue all further use, reproduction, and distribution of the Licensed Software, and (ii) destroy or return to SingleStore all copies of the Licensed Software and certify to SingleStore in writing signed by an officer of Reseller that it has fully complied with this requirement.

(b) Customer Agreements. License agreements granted by SingleStore to Customers in accordance with this Agreement will survive the expiration or termination of this Agreement in accordance with their terms.

(c) Survival. Sections 1 (Definitions), 3.2 (License Restrictions), 6 (Fees, Royalties, and Payment), 8 (Confidentiality), 9 (Warranties), 10 (Indemnification), 11 (Limitation of Liability), 12.3 (Effects of Termination), and 13 (General) will survive expiration or termination of this Agreement for any reason.

13. GENERAL.

13.1 COMPLIANCE WITH LAWS. Reseller acknowledges that the laws and regulations of the United States may restrict the export and re-export of certain commodities and technical data of United States origin. Reseller agrees that it will not export or re-export the Licensed Software in any form without the appropriate United States and/or foreign government licenses. Reseller shall not, unless authorized by U.S. export license or other government authorizations, directly or indirectly export Licensed Software to (or use Licensed Software or Services in) countries subject to U.S. embargoes or trade sanctions programs. Reseller is not a party, nor will it export or re-export to a party, identified on any government export exclusion lists, including but not limited to the U.S. Denied Persons, Entity, and Specially Designated Nationals Lists; and will not use Licensed Software or Support Services for any purposes prohibited by U.S. law. The Licensed Software is a "commercial item," as that term is defined at 48 C.F.R. 2.101. Any technical data provided with such Licensed Software is commercial technical data as defined in 48 C.F.R. 12.211. All Licensed Software and documentation constitute "commercial computer software" and "commercial computer software documentation," as such terms are used in 48 C.F.R. 12.212, and are provided to the U.S. Government only as commercial end items. Consistent with 48 C.F.R. 12.211 through 12.212, 48 C.F.R. 227.7202-1 through 227.7202-4, and 48 C.F.R. 252.227-7015, all U.S. Government customers acquire the Product with only those rights set forth in this Agreement. Each party shall comply with all applicable country laws, including those relating to anti-corruption or anti-bribery, including but not limited to the requirements of the U.S. Foreign Corrupt Practices Act, as amended, and the UK Bribery Act.

13.2 Assignment. Reseller may not assign or transfer, by operation of law or otherwise, any of its rights under this Agreement (including its licenses with respect to the Licensed Software) or delegate any of its duties under this Agreement to any third party without SingleStore’s prior written consent. Any attempted assignment or transfer in violation of the foregoing will be void.

13.3 Notices. All notices, consents and approvals under this Agreement must be delivered in writing by courier, or by certified or registered mail (postage prepaid and return receipt requested) to the other party at the address set forth
beneath such party’s signature, and will be effective upon receipt or three (3) business days after being deposited in the mail as required above, whichever occurs sooner. Either party may change its address by giving notice of the new address to the other party.

13.4 Governing Law and Venue. This Agreement will be governed by the laws of the State of California without regard to conflict of laws principles that would require the application of the laws of another jurisdiction. The United Nations Convention on Contracts for the International Sale of Goods does not apply to this Agreement. Any action or proceeding arising from or relating to this Agreement must be brought in a federal court in the Northern District of California or in state court in San Francisco County, California, and each party irrevocably submits to the jurisdiction and venue of any such court in any such action or proceeding.

13.5 Remedies. Except as provided in Section 9 (Indemnification), the parties’ rights and remedies under this Agreement are cumulative. Reseller acknowledges that any actual or threatened breach of this Agreement will constitute immediate, irreparable harm to SingleStore for which monetary damages would be an inadequate remedy, and that injunctive relief is an appropriate remedy for such breach.

13.6 Waivers. All waivers must be in writing. Any waiver or failure to enforce any provision of this Agreement on one occasion will not be deemed a waiver of any other provision or of such provision on any other occasion.

13.7 Severability. If any provision of this Agreement is unenforceable, such provision will be changed and interpreted to accomplish the objectives of such provision to the greatest extent possible under applicable law and the remaining provisions will continue in full force and effect. Without limiting the generality of the foregoing, Reseller agrees that Section 10 (Limitation of Liability) will remain in effect notwithstanding the unenforceability of any provision in Section 8 (Warranties).

13.8 Construction. The headings of Sections of this Agreement are for convenience and are not to be used in interpreting this Agreement. As used in this Agreement, the word “including” means “including but not limited to.”

13.9 Counterparts. This Agreement may be executed in counterparts, each of which will be considered an original, but all of which together will constitute the same instrument.

13.10 Force Majeure. Any delay in the performance of any duties or obligations of either party (except the payment of money owed) will not be considered a breach of this Agreement if such delay is caused by a labor dispute, shortage of materials, fire, earthquake, flood, or any other event beyond the control of such party, provided that such party uses reasonable efforts, under the circumstances, to notify the other party of the circumstances causing the delay and to resume performance as soon as possible.

13.11 Independent Contractors. Reseller’s relationship to SingleStore is that of an independent contractor, and neither party is an agent or partner of the other. Reseller will not have, and will not represent to any third party that it has, any authority to act on behalf of SingleStore.

13.12 Publicity. SingleStore will have the right to publicize the parties’ relationship, by listing Reseller as a SingleStore licensee, reseller, or the like. Reseller hereby grants to SingleStore, during the term of this Agreement, a nonexclusive, royalty-free and fully-paid, worldwide license to use Reseller’s name, logo, and other marks as is reasonably necessary for SingleStore to exercise its rights as set forth above. SingleStore agrees to comply with any commercially reasonable trademark usage guidelines provided to SingleStore in writing. Reseller agrees to act as a reference and media contact in the Territory for SingleStore, as reasonably requested. Reseller shall also assist SingleStore in locating Customers in the Territory who would be willing to participate in case studies or act as example customers.

13.13 Entire Agreement. This Agreement constitutes the entire agreement between the parties regarding the subject hereof and supersedes all prior or contemporaneous agreements, understandings, and communication, whether written or oral. This Agreement may be amended only by a written document signed by both parties.
IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

SINGLESTORE, INC.

By: ________________________________
Name: ______________________________
Title: ______________________________

RESELLER

By: ________________________________
Name: ______________________________
Title: ______________________________

Address for Notice:
______________________________
______________________________
Attn: ____________________________
LICENSED SOFTWAROE, RESELLER PRODUCTS, AND FEES

Licensed Software:

SINGLESTORERDB

Licensed Software:

SingleStoreDB

- SingleStore is licensed on an annual subscription basis, for non-cancellable terms of 1, 2 or 3 years.

- All subscriptions are based on Node "License Units". A "License Unit" means a Node containing or provisioned with a maximum of either 32 GB of RAM or 8vCPUs. If a Node contains or is provisioned with more RAM or vCPUs, it requires additional License Units. (Calculating the number of License Units required: (i) divide the total RAM in each Node by 32 and the total number of vCPUs in each Node by 8, round up and take the larger number, and (ii) exclude any Node(s) which are used solely for SingleStore Cluster access, and which do not host Customer data (sometimes referred to as a "SingleStore Aggregator"), which do not require a License Unit.

"Node" (sometimes referred to a "Host") means a device, server, container or virtual machine that executes or hosts the SingleStore Software.

"vCPU" means a hyperthread in a physical processor also referred to as a logical processor.

"Non-Production Use" means the SingleStore Software is used for Customer’s internal non-competitive, development, QA, Test, and/or (write-only) disaster recovery use in association with the licensed Production Use of the SingleStore Software.

"Production Use" means a Customer application uses the SingleStore Software with Customer’s internal or third party end users for commercial or organizational daily or routine business operations.

- Customers are expected to proactively place orders to purchase additional Node capacity prior to exceeding the licensed Node capacity. Reseller will notify Provider if it discovers any use of SingleStore’s software not in accordance with the EULA including in excess of Node Capacity and reasonably cooperate in obtaining an Order necessary to bring such Customer’s use into compliance.

- Provider has a minimum aggregate deal size threshold of $25,600 USD (4 Nodes of Capacity) per single order (or multiple orders if approved by Provider, in its sole discretion).

- Provider reserves the right to adjust pricing upon written notice to Reseller. Quotes to Customers should be valid for not more than sixty (60) days.

Technical (Maintenance) Support:

Provider’s Basic Support is included in the subscription pricing of the Licensed Software and is provided on the terms described at https://www.singlestore.com/legal/. It is not sold separately, and Customers cannot license the Software without support.
Fees & Discounts – New Orders:

<table>
<thead>
<tr>
<th>SKU Name</th>
<th>Term/Duration/Quantity</th>
<th>Node Capacity</th>
<th>Standard Support</th>
<th>Reseller Discount for Non-Registered Opportunities (% from List Price)</th>
<th>Reseller Discount for Registered Opportunities (% from List Price)</th>
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<tr>
<td>SingleStore In-Memory Database - Production</td>
<td>1 year</td>
<td>1 Node = 32GB RAM or 8 vCPUs</td>
<td>Included</td>
<td>5%</td>
<td>20%</td>
</tr>
<tr>
<td>Subscription</td>
<td></td>
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<td></td>
</tr>
<tr>
<td>SingleStore In-Memory Database - Non-Production</td>
<td>1 year</td>
<td>1 Node = 32GB RAM or 8 vCPUs</td>
<td>Included</td>
<td>5%</td>
<td>20%</td>
</tr>
<tr>
<td>Subscription</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>SingleStore Disaster Recovery</td>
<td>1 year</td>
<td>1 Node = 32GB RAM or 8 vCPUs</td>
<td>Included</td>
<td>5%</td>
<td>20%</td>
</tr>
<tr>
<td>Subscription</td>
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</tbody>
</table>

Opportunity Registration.
To qualify for the discount level set forth above, Reseller must complete the pre-registration of an Order at [https://www.singlestore.com/dealreg](https://www.singlestore.com/dealreg) as follows:

- Reseller must submit to Provider and Provider must have accepted a properly completed Opportunity Request Form in the form set forth in Exhibit C with respect to such Order (each a “Registered Opportunity”).
- Reseller will make reasonable efforts to deliver the Opportunity Request Form at least thirty (30) business days prior to the date the applicable Order is submitted to Provider and, unless the deal registration is extended by mutual agreement of the parties, the Order must be submitted to Provider no later than the end of the last day of the last month of the immediately following calendar quarter. For example, if an Opportunity Request Form is accepted in February, the Order must be submitted on or before June 30 of that year, and if an Opportunity Request Form is accepted in August, then the Order must be submitted by December 31 of that year.
- Upon approval of an Opportunity Request Form by Provider, the Reseller will be entitled to a discount as stated above.
- For clarity, in the event an Opportunity Request Form is not submitted or accepted by Provider as set forth above, then Reseller will remain entitled to transact an Order for such Opportunity. However, in such case, the Reseller Discount (% from List Price) will be as stated above.

**ORIGINAL EQUIPMENT MANUFACTURER (OEM) SALES**

OEM sales have a unique set of requirements placed upon the customer. As such OEM sales are excluded from this Agreement.
EXHIBIT B

SINGLESTORE MARKS
Note: Opportunity Registration must be completed at https://www.singlestore.com/dealreg

Should a failure occur please send completed form to partners-orders@singlestore.com.

General Info:
- Company Name:
- Division:
- Company Address:
- City/State/Zip/Country:
- Contact Name:
- Contact Phone:
- Contact Email:
- Contact Title:

Project Profile:
- Project Name:
- Project Go-Live Date:
- Project Description:

Decision maker/Criteria:
1.
2.

Competition:

Sales Force Registered Opportunity Name (SingleStore):

SingleStore Sales & Technical Lead(s):
- Name:
- Name:

Reseller Sales & Technical Lead(s):
- Name:
- Name:

Company Signature: (when submitted)  SingleStore Signature: (when approved)
- By: _____________________________
- Its: _____________________________
- Date: ___________________________
- By: _____________________________
- Its: _____________________________
- Date: ___________________________