

This Nutanix Elevate Program Agreement (the “**Agreement**”) creates a contract between you (“**Partner**”) and Nutanix, Inc., having its principal place of business at 1740 Technology Dr., Suite 150, San Jose, CA 95110 (“**Nutanix**”), (“**Partner**” and each of Partner and Nutanix a “**Party**” and collectively, the “**Parties**”). To confirm your understanding and acceptance of the Agreement, click “**Agree**.” By clicking “**Agree**”, Partner will be a part of the Nutanix Elevate Program at the Build Elevate Partner level. The Agreement is effective as of the date Partner clicks “**Agree**” (the “**Effective Date**”).

This Agreement governs the relationship of the Parties with regard to the Nutanix Elevate Program.

In consideration of the mutual promises contained herein, the Parties hereby agree as follows:

1. **Definitions.**

- a. “**Customer**” means a third party that has purchased or licensed a Partner Product.
- b. “**Partner Product**” means a Partner product offered for sale and sold to a customer, which Partner desires to submit for testing and validation for interoperability with a Nutanix system under the Program (“**Testing**”).
- c. “**Program Guide**” means the document describing the Program, as posted on Nutanix’s website and as may be modified from time to time at Nutanix’s sole discretion.

2. **Overview.**

a. This Agreement and the Program Guide (defined below) establish the terms and conditions under which Nutanix conducts its Technology Alliance Partner Program (the “**Program**”). Features of the different tiers of membership in the Program are more fully described in the program guide, which may be modified from time to time by Nutanix (“**Program Guide**”). Partner is encouraged to periodically review the Program Guide to keep apprised of any updates. If any modification to the Program Guide is unacceptable to Partner, Partner’s sole and exclusive remedy shall be to terminate this Agreement within thirty (30) days after being made aware of such modification.

b. Subject to the satisfaction of all of the terms and conditions of this Agreement, the Partner shall be a member in the Program at the Build Elevate Program level. Nutanix may change the level of the Partner at any time in its sole discretion.

3. **Marketing.**

a. **Joint Marketing.** The Parties will cooperate in good faith to determine what joint marketing, sales development, demand generation and promotional activities are mutually agreeable, on a case-by-case basis, to promote each other’s products or business objectives, and will enter into one or more written joint marketing plans (“**Joint Marketing Plans**”). All costs and expenses incurred in conducting such activities shall be borne by the Party incurring them. During each Contract Year (as defined below), to the extent applicable to Partner’s tier of membership in the Program and specified in the Program Guidelines, unless otherwise mutually agreed, Partner shall spend a minimum of the marketing dollars listed in the Program Guidelines for such membership tier on the activities specified in the Joint Marketing Plans. “**Contract Year**” means the period commencing on the Effective Date or an anniversary thereof an ending twelve (12) months thereafter.

b. **Web Site Link.** Subject to Section 3(e) below, each Party will establish and maintain a hypertext link (“**Link**”) on its website to the other Party’s website, and will specify the URL to the other Party in writing at or before the execution of this Agreement. Each Party shall provide to the other Party the necessary graphical and

textual material for Links to each URL specified by the other Party as a computer-readable file format. Neither Party shall modify, alter or otherwise change the graphic or textual material provided by the other Party, without prior notice to such Party. Each Party shall notify the other Party in writing of the position and format of each Link prior to the placement of any such Link on such Party's website. Neither Party shall permit or otherwise allow any third party to link to any URL of the other Party without obtaining such other Party's prior written consent.

c. **Public Announcements.** Any public announcements, postings, or other advertising or public relations activities related to or concerning this Agreement, or the relationship between Nutanix and Partner, must be reviewed and approved in writing by both Parties in advance.

d. **Non-Exclusive.** Notwithstanding the foregoing, it is agreed and understood that either Party shall have unrestricted rights to pursue any business opportunity alone or with any third parties. The Parties agree that this Agreement does not authorize or require either Party to sell the other Party's products. The Parties agree that neither Party shall earn or pay any type of commission or other compensation in connection with sales referrals made under this Agreement.

e. **Trademark.**

i. **Trademark License.** Subject to the terms and conditions of this Agreement, and during the term of this Agreement: (i) Nutanix grants to Partner a nonexclusive, nontransferable, revocable, limited license to use and display those trademarks, trade names, logos, service marks, service names, and other indicia of origin ("**Marks**") provided by Nutanix to Partner under this Agreement for use solely as necessary to perform Partner's rights and obligations described in this Agreement, as specified in the Program Guidelines, and in connection with any Joint Marketing Plans between the Parties; and (ii) Partner grants to Nutanix a nonexclusive, nontransferable, revocable, limited license to use and display those Marks provided by Partner to Nutanix under this Agreement for use solely as necessary to perform Nutanix's rights and obligations described in this Agreement, as specified in the Program Guidelines, and in connection with any Joint Marketing Plans between the Parties.

ii. **Usage Guidelines.** Each Party shall comply with all reasonable guidelines provided by the other Party in writing concerning the use of the other Party's Marks, as may be updated by either Party in writing. Nothing in this Agreement shall grant or shall be deemed to grant to one Party any right, title or interest in or to the other Party's Marks. All use of a Party's Marks (including any goodwill associated therewith) shall inure to the benefit of that Party. At no time during or after the term of this Agreement shall either Party challenge or assist others to challenge the Marks of the other Party or the registration thereof by the other Party, nor shall either Party attempt to register any Trademarks that are confusingly similar to those of the other Party. Neither Party shall adopt, use, register, make application or attempt to register any acronym, Marks, trade names or other marketing name of the other Party or any confusingly similar mark, URL, Internet domain name, or symbol as part of such Party's own name or the name of any of its affiliates or the names of any products it markets. Each Party agrees that it will not make any negative, false, or disparaging statements (written or oral) to the other Party's customers, potential customers, press or analysts about the other Party or other Party's products, services or technology.

iii. **Termination of License.** Either Party may terminate its trademark license if, in its reasonable discretion, the other Party's use of one or more of its Marks tarnishes, blurs or dilutes the quality associated with the Marks or the associated goodwill.

4. **"Nutanix Ready" Logo Program.**

a. **Logo Authorization.** Subject to the satisfactory performance of the terms and conditions set forth in Section 3 and this section, Nutanix may, in its sole discretion, grant Partner the right to use the "Nutanix Ready" logo (the "**Nutanix Ready Logo**") solely for use in connection with those Partner Products which are

approved in writing by Nutanix as “Nutanix Ready” (“**Approved Products**”), which such right shall be a Mark governed by the Trademark License provisions set forth in Section 33.e) in all respects. Nutanix shall be entitled to withdraw Partner’s right to use the Nutanix Ready Logo immediately upon notice to Partner in the event that Partner fails to comply with the terms of this Agreement, as determined in Nutanix’s sole discretion, including in the event the Approved Product fails to qualify as a Nutanix Ready product at any time.

b. **Product Testing and Validation.** In order to submit a Partner Product for validation as an Approved Product under this Agreement, Partner must satisfy each of the following qualification requirements in this Section 4(b).

i. Technical Contacts. Partner shall designate in writing (or by e-mail) to Nutanix one (1) Partner contact who will serve as the primary technical contact for compliance with the terms and provisions of this Agreement. Partner may change the primary technical contact at any time upon seven (7) days’ prior written notice to Nutanix. Partner shall also designate a secondary technical contact as a backup or alternate contact in the event that the primary technical contact is unavailable.

ii. Testing and Validation.

1. Partner shall provide Nutanix with a technology solution enabling or combining such Partner Products with certain Nutanix products (a “**Solution**”) and submit such Solution to one of the Testing methods outlined in the Program Guide, the specific method applicable to the solution to be determined by Nutanix in its sole discretion. Partner shall conduct any required Testing of a Partner Product in accordance with the Nutanix Ready Validation Test Kit Guidelines (the “**Guidelines**”), and any and all Testing in accordance with such Guidelines shall be conducted at Partner’s sole expense. Partner will deliver the results of such Testing (“**Test Results**”) to Nutanix promptly after completion of such procedures. Nutanix will evaluate the Test Results and determine, in Nutanix’s sole discretion, if the Partner Product has passed the applicable validation test(s). Nutanix shall at all times have control of the manner and method of the Nutanix Ready Logo Testing requirements and Guidelines, as well as the sole discretion to determine whether the Testing requirements have been met. Nutanix engineers may supervise the execution of tests and interpretation, analysis, and presentation of Test Results, and Partner shall provide such technical support and documentation and respond to such inquiries as Nutanix may reasonably request in connection with the Testing of the Partner Product.

2. Partner may not use the Nutanix Ready Logo with respect to any given Partner Product unless and until Partner completes the Testing of the applicable Partner Product and Nutanix has verified that the Testing requirements have been met for such Partner Product. Prior to identifying a new version of a Partner Product (i.e. major version, minor version, service packs, etc.) available for distribution to the general public as a Nutanix Ready Product, Partner will complete the applicable Testing for the Partner Product, submit the resulting Test Results to Nutanix in accordance with Section 4(b)(ii)(1) above, and obtain Nutanix’s written approval confirming it has passed the Nutanix Ready Logo testing requirements. Nutanix shall be entitled to test each release and version of the Partner Products which Partner deems “Nutanix Ready” to confirm that it is compatible with the Nutanix product(s).

3. In certain circumstances, as determined by Nutanix in its sole discretion, In the event that it is necessary, as determined by Nutanix in its sole discretion, for Nutanix to have access to and/or loan of the Partner Product in order to complete the Testing procedures, Partner shall use commercially reasonable efforts to provide access to and/or loan of such Partner Product to Nutanix at no expense to Nutanix, and Partner grants to Nutanix a nonexclusive, nontransferable, revocable, limited license to complete such Testing procedures as are necessary to validate whether the Partner Product may be deemed Nutanix Ready.

4. In no event shall any testing configurations, test results, performance metrics or other activities related to any testing or validation procedures, interoperability integration efforts or this Agreement be made public without prior written approval from both Parties.

c. **Support and TSA Net.**

i. Partner must be a member of the Technical Support Alliance Network Mission Critical Customer Support Membership ("**TSA Net Membership**") with respect to the Approved Product and comply with all the requirements placed upon such members.

ii. Subject to each Party's agreements with Customers, each Party is responsible for supporting their respective products. Partner shall make telephone support available for Customers 24 hours a day, 7 days a week, pursuant to any applicable support policies or support agreements with Partner's Customer.

iii. For the purpose of providing Customer support services, Partner will provide Nutanix the same access to its public, non-confidential articles relating to Approved Products, such as knowledge base articles, that Partner has provided or would reasonably provide to other companies involved in distribution and/or support of Partner's Products.

iv. Partner shall designate a contact person to serve as the Customer support services point of contact to resolve problems and issues in connection with its Approved Product.

d. If Nutanix determines, in its sole discretion, that Partner does not meet the Testing requirements with respect to a Partner Product at any time during the Term, Nutanix may immediately terminate Partner's right to use the Nutanix Ready Logo. No later than five (5) business days after written or e-mail notice from Nutanix of its decision to terminate Partner's right to use the Nutanix Ready Logo for a Partner Product, Partner shall remove the Nutanix Ready Logo from all documentation, advertising materials, publications, websites and packaging for such Partner Product.

e. Partner shall not, and shall ensure that its employees and agents will not purport to take on any obligation or responsibility, or make any representations, warranties, guarantees or endorsements to anyone (i) on behalf of Nutanix including relating to Nutanix products, services or technology or (ii) regarding Nutanix's products, services or technology that are not expressly pre-authorized by Nutanix in writing. Unless mutually agreed by the Parties in writing, Partner shall not use the name of Nutanix, or any of its affiliates, in connection with any advertising or publication without the prior written consent of Nutanix. Except in accordance with the provisions set forth herein, Partner shall not state or imply that any Partner Products have been developed, endorsed, certified, tested, reviewed or otherwise approved by Nutanix.

5. **Partner Technology Programs.** To the extent that Partner conducts its own technology alliance or technology validation or certification program, Partner shall allow Nutanix to apply for and become a member of such program, provided that Nutanix meets the requirements of such program and, if Nutanix does not, Partner shall use commercially reasonable efforts to help Nutanix meet such requirements.

6. **Technical Training and Personnel.** To the extent applicable to Partner's membership tier, (i) Partner will designate a certain number of personnel required to be technically trained by Nutanix on Nutanix products ("**Trained Personnel**"), and will submit such personnel, at Partner's own expense, to such technical training at least one (1) time annually at Nutanix's then-current applicable rates for technical training; and (ii) if any such Trained Personnel cease to be full-time employees of the Partner, Partner shall be required to replace any such Trained Personnel immediately, so that Partner at all times maintains the minimum number of Trained Personnel specified in the Program Guide. Such technical training will be on the date(s) and times and at the location designated by

Nutanix. Partner shall be responsible for all expenses relating to such travel expenses, including the cost of transportation, hotels and meals associated with Partner representatives attending the annual training sessions.

7. **Nutanix Partner Network.** To the extent that the Program Guide indicates that Partner will have the benefit of joining the Nutanix Partner Network (the “NPN”) at its applicable membership tier, Partner will have the right to join the Nutanix Partner Network at such membership level as Nutanix may determine to be appropriate for Partner in its sole discretion, provided that Partner successfully completes the ordinary course partner onboarding process for the NPN and agrees to the terms and conditions applicable to such NPN, including the NPN Terms and Conditions and the NPN Program Guide, as required of all members of the NPN. The NPN Program is separately governed by the NPN Program Guide and the NPN Terms and Conditions, among others, and violation of any of the terms governing the NPN Program Guide shall give Nutanix the right to terminate Partner’s membership in the NPN at its sole discretion in accordance with such terms and conditions, regardless of Partner’s membership in the Program.

8. **NFR Units.** Partner is eligible to purchase Not for Resale Nutanix hardware products (“NFR Units”) at a special discount. Each purchase of NFR Units and the discount applicable to each such purchase will be subject to Nutanix’s approval at its sole discretion. NFR Units shall be used for Partner’s internal demonstration and laboratory (“Demo/Lab”) use only, and may not be transferred to any third party. NFR Units may not be used in a production environment, including for Partner’s own internal information processing or computing needs, or for the demonstration or support of Partner products that have not been developed or integrated with the Nutanix platform pursuant to this Agreement. NFR Units are subject to the terms of Nutanix’s standard end user license agreement in effect at the time (available at www.nutanix.com/eula), as well as any additional terms and conditions that may accompany the purchase order for such NFR Units. Partner agrees not to dispose of, sell, lease or otherwise transfer NFR Units to another party under any circumstances. Nutanix has the right to demand the return of any NFR Unit in the event of a violation of any of the foregoing terms applicable to NFR Units.

9. **Loan, Testing and Purchase of Nutanix Products.** At Nutanix’s option and sole discretion, and subject to Partner’s execution of and compliance with Nutanix’s partner product loan agreement, Nutanix may loan certain Nutanix products to Partner to be used either in connection with Partner’s demonstrations to potential purchasers of Partner or Nutanix products or by Partner for interoperability of Partner products with Nutanix products. The purpose of the loan shall be set forth in the partner product loan agreement, and Partner’s authorized use of the Nutanix product shall be limited to the purpose set forth in such agreement.

10. **Program Fees.** Unless otherwise mutually agreed, Partner shall pay Nutanix the annual program fee then in effect for Partner’s tier of membership in the Program, as set forth in the Program Guide. For each renewal of this Agreement, Partner shall pay Nutanix any applicable Program Fee set forth in the Program Guide. All payments due hereunder to Nutanix shall be paid to Nutanix in U.S. dollars on or before the Effective Date and are non-refundable. All amounts payable by Partner are payable in full without offset or deduction for taxes (including any withholding tax) or customs duties. Partner shall be responsible for and shall pay any sales, use, value-added and similar transaction taxes and customs duties paid or payable, however designated, levied, or based on amounts payable by Partner hereunder.

11. **Confidentiality.**

a. **“Confidential Information”** means, with respect to either Party, all confidential and proprietary information of that Party including documents, data, reports, know-how and other information or data related to the past, current or proposed operations, products, marketing, technology, services and business of such Party disclosed or otherwise made available by such Party (“Discloser”) to the other Party in connection with this Agreement or a Joint Marketing Plan, including lists of customers and prospects, customer requirements, the content of specific sales proposals, quota and compensation of sales personnel, product roadmaps and pricing information, whether disclosed before or during the term hereof. Notwithstanding the foregoing, the term

“Confidential Information” does not include and no duty of confidentiality shall apply to information or data that the Party receiving such information (“**Recipient**”) can show by credible evidence: (a) was in the public domain at the time it was disclosed or has entered the public domain through no fault of Recipient; (b) was known to Recipient, without restriction, at the time of disclosure, as demonstrated by files in existence at the time of disclosure; (c) becomes known to Recipient, without restriction from a source other than Discloser without breach of this Agreement by Recipient and otherwise not in violation of Discloser’s rights; or (d) is disclosed with the prior written approval of Discloser.

b. **Restrictions on Use and Disclosure.** Recipient shall not use the Confidential Information of Discloser for any purpose other than as necessary to fulfill Recipient’s obligations or exercise its rights under this Agreement. Recipient shall not disclose or permit disclosure of any Confidential Information of Discloser to third parties or to employees of Recipient, other than directors, officers, employees, consultants and agents of Recipient who are required to have the information in order to carry out Recipient’s obligations under this Agreement. Recipient agrees that it shall take reasonable measures to protect the secrecy of and avoid disclosure or use of Confidential Information of Discloser in order to prevent it from falling into the public domain or the possession of persons other than those persons authorized under this Agreement to have any such information. Such measures shall include the degree of care that Recipient utilizes to protect its own Confidential Information of a similar nature. Recipient shall immediately notify Discloser in the event any Confidential Information is used or disclosed in violation of this section, and will cooperate with Discloser in every reasonable way to regain possession of Confidential Information and prevent any further unauthorized use.

c. **Legal Obligation to Disclose.** Notwithstanding anything contained herein to the contrary, Recipient may disclose Discloser’s Confidential Information pursuant to an order of a court of competent jurisdiction or as otherwise required by applicable law, but only to the extent so required. Under such circumstances, then, prior to such disclosure, Recipient will (i) notify Discloser prior to such disclosure to allow Discloser an opportunity to contest the disclosure, (ii) assert the privileged and confidential nature of the Confidential Information, and (iii) reasonably cooperate with Discloser in protecting against any such disclosure and/or obtaining a protective order narrowing the scope of such disclosure and/or use of the Confidential Information.

d. **Injunctive Relief.** Due to the unique nature of Discloser’s Confidential Information, monetary damages would be inadequate to compensate Discloser for any breach by Recipient of its covenants and agreements set forth in this Section 11. Accordingly, the Parties each agree and acknowledge that any such violation or threatened violation may cause irreparable injury to Discloser and, in addition to any other remedies that may be available, in law, in equity or otherwise, Discloser shall be entitled to obtain injunctive relief against the threatened breach of this Section 11 or the continuation of any such breach by Recipient.

12. **Non-Exclusive.** Partner acknowledges and agrees that the rights granted hereunder are non-exclusive, and that either Party is free to enter into similar agreements and/or arrangements with third parties.

13. **No Reliance.** Partner agrees and acknowledges that any decisions it has made or may make to join the Program, execute this Agreement or any Joint Marketing Plans and/or to purchase NFR Units are not and will not be based upon, nor rely on, Product Road Map information. “**Product Road Map**” is information related to Nutanix development and plans for and availability of future products, features or enhancements. Product Road Map information is subject to change at any time, without notice, thus Nutanix provides no assurances, and assumes no responsibility that future products, features or enhancements will be introduced.

14. **Intellectual Property.** Each Party retains ownership of all intellectual property rights arising from modifications it makes to its products for the purpose of facilitating interoperability under this Agreement. Such modifications by one party shall not be treated as a work made for hire by the other party. Nothing in this Agreement

represents a conveyance, transfer, assignment, or license (except for those licenses expressly stated in this Agreement), of any preexisting intellectual property rights from one party to the other.

15. **DISCLAIMER OF WARRANTY. ANY PRODUCTS, SOFTWARE, MATERIALS OR INFORMATION PROVIDED BY NUTANIX AS PART OF A TESTING PROCEDURE, OR OTHERWISE UNDER OR IN CONNECTION WITH THE PROGRAM OR THIS AGREEMENT ARE PROVIDED “AS IS”, AND NUTANIX DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, OR STATUTORY, AS TO ANY MATTER WHATSOEVER, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OF REASONABLE CARE OR WORKMANLIKE EFFORT, OF RESULTS, OF LACK OF NEGLIGENCE, OR OF ACCURACY OR COMPLETENESS OF RESPONSES. THERE IS NO WARRANTY OF NONINFRINGEMENT OR TITLE WITH RESPECT TO SUCH SOFTWARE, MATERIALS AND INFORMATION.**

16. **LIMITATION OF LIABILITY. EXCEPT FOR BREACHES OF SECTIONS 3.e) (TRADEMARK) AND 11 (CONFIDENTIALITY), (A) IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER OR ANY THIRD PARTY FOR ANY LOST PROFITS OR LOST DATA OR FOR ANY SPECIAL, INCIDENTAL, INDIRECT, EXEMPLARY, PUNITIVE, OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT (WHETHER FROM BREACH OF CONTRACT OR WARRANTY, FROM NEGLIGENCE, STRICT LIABILITY OR OTHER CAUSE OF ACTION), EVEN IF EITHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND (B) IN NO EVENT WILL EITHER PARTY’S AGGREGATE LIABILITY RELATED TO THIS AGREEMENT EXCEED THE AGGREGATE AMOUNT OF PROGRAM FEES PAID HEREUNDER. THE FOREGOING LIMITATIONS ARE CUMULATIVE WITH ALL PAYMENTS BEING AGGREGATED TO DETERMINE SATISFACTION OF THE LIMITS. THE EXISTENCE OF ONE OR MORE CLAIMS WILL NOT ENLARGE THE LIMITS.**

17. **Term and Termination.**
 - a. **Term.** The initial term of this Agreement (“**Initial Term**”) commences as of the Effective Date and continues for one (1) year, unless terminated earlier in accordance with this Agreement. Following the expiration of the Initial Term, this Agreement will automatically extend for additional periods of one (1) year (“**Renewal Term**”).

 - b. **Termination for Convenience.** At any time after the first twelve (12) months of the Term, either Party may terminate this Agreement upon thirty (30) days written notice to the other Party.

 - c. **Termination for Breach.** Either Party may terminate this Agreement immediately upon written notice at any time if the other Party (i) is in material breach of any material warranty, term, condition or covenant of this Agreement and fails to cure that breach within thirty (30) days after written notice thereof, (ii) fails to meet the requirements for the applicable tier of membership as set forth in the Program Guide (in the case of Nutanix’s right to terminate), or (iii) is in breach of Section 11 or assigns or transfers this Agreement in breach of Section 18.

 - d. **Termination of Joint Marketing Plans.** Notwithstanding the foregoing, unless otherwise provided in the applicable Joint Marketing Plan, either Party may terminate a Joint Marketing Plan for convenience and without liability by giving the other Party thirty (30) days’ notice of termination. Termination of a Joint Marketing Plan will have no effect on the term of the Agreement.

 - e. **Effect of Termination.** Immediately upon the expiration or termination of this Agreement for any reason, (i) all rights and licenses granted under this Agreement will terminate, (ii) Partner and Nutanix will immediately cease all use of the other Party’s Marks; and (iii) each Party will (a) return or confirm destruction of all copies of the other Party’s marketing materials; and (b) return or confirm destruction of all Confidential Information of the other Party provided under this Agreement, including all notes, files, and computer programs embodying such Confidential Information; provided, however, that each Party may retain a file copy of this

Agreement and any Joint Marketing Plan. Sections 4.e), 11, 12, 13, 14, 15, 16, 17(e), and 18 will survive the expiration or termination of this Agreement for any reason, together with any other provision where survival is required for its interpretation or enforcement.

f. Remedies. The remedies set forth in this Agreement are cumulative and will not exclude any other remedies to which a party may be entitled under this Agreement or at law or in equity (subject to the limitations on liability in Section 16).

18. **Miscellaneous.** This Agreement, including any exhibits attached hereto, constitutes the entire agreement between the Parties and supersedes all previous agreements, oral or written, with respect to the subject matter of this Agreement. This Agreement may not be amended without the prior written consent of both Parties. Neither Party may assign or delegate or otherwise transfer its licenses, rights or duties under this Agreement (other than in connection with a merger, change of control or a sale of all or substantially all of such Party's assets), or any portion thereof, without the other Party's prior written consent. Any permitted assignment of this Agreement shall be binding upon and enforceable by and against the Parties' successors and assigns, provided that any unauthorized assignment shall be null and void and constitute a breach of this Agreement. This Agreement shall be governed by and interpreted in accordance with the laws of the state of California without giving effect to its conflicts of law rules, and the parties agree that jurisdiction for any claim or dispute arising from or related to this Agreement resides in the federal and state courts situated in Santa Clara County, California. This Agreement shall not be governed by the United Nations Convention on Contracts for the International Sale of Goods. A waiver by either Party of any term or condition of this Agreement or any breach thereof, in any one instance, shall not waive such term or condition or any subsequent breach thereof. If any provision of this Agreement is held invalid or unenforceable, it shall be replaced with the valid provision that most closely reflects the intent of the Parties and the remaining provisions of the Agreement will remain in full force and effect. This Agreement will not be construed more strictly against either Party as a result of its participation in its preparation. This Agreement may be executed in any number of counterparts, all of which taken together constitute a single instrument.

Nutanix Elevate: Technology Alliance Partner Program

The Nutanix Elevate Program brings together like-minded technology alliance partners who are passionate about delivering invisible infrastructure for next-generation enterprise computing. By providing solutions that are open, innovative and transformative, together we help elevate IT to focus on the apps and services that power their business.

OVERVIEW

Nutanix Elevate partners are developer, application, hardware or infrastructure partners, who get access to industry-leading solutions, a developer toolkit to build new applications and resources to increase market reach and technology leadership. The program offers them significant benefits including:

- ✓ A path for technical verification and validation
- ✓ Enhanced benefits for Acropolis Hypervisor and API integrations
- ✓ Marketing programs to drive demand
- ✓ Joint sales training and enablement

HOW TO APPLY AND MEMBERSHIP LEVELS

To join the partner program, complete an application and the appropriate legal agreement. Benefits and requirements vary by partner level. Program memberships are automatically renewed each year, unless partner does not meet program compliance for their level in the program. Nutanix reviews compliance once a year and will notify partners of their status.

By joining the program, a partner consents to receiving program information for the purposes of administering the program and other related information. Apply to join the partner program via the application found at www.nutanix.com/alliances. There are three levels in the Elevate technology alliance program – Build, Scale and Transform. Once your application is received, it will be reviewed and, if accepted, all partners will begin at the Build level.



Build

The Build level is for any business that wants to validate their technology with Nutanix and co-market the joint solution.

Scale

Partners who achieve the AHV or Integrated badges within the Nutanix Ready program, get additional training and customer references can graduate to the Scale level. Additional sales and GTM benefits will be given.

Transform

The Transform level further rewards partners who are committed to long-term product and sales engagements. Partners who earn the AHV and Integrated Nutanix Ready badges, as well as more training and customer momentum will benefit from a customized business and marketing plan and executive exposure.

TECHNICAL SPECIALIZATION – NUTANIX READY

Partner products and solutions that are Nutanix Ready meet the criteria necessary for interoperability with the Nutanix platform. Nutanix defines the guidelines and requirements for achieving this logo and associated benefits.

Partners can earn three technical designations within the Nutanix Ready program:



Nutanix Ready: Core

This is the entry level technical testing all partners must complete. The logo is awarded when partners complete pre-defined base interoperability testing and verification for one of their products with any of the supported hypervisors.



Nutanix Ready: AHV

After completing the Core Nutanix Ready testing, partners can do additional technical work to verify one product works on or with AHV, the Nutanix built-in hypervisor.



Nutanix Ready: Integrated

Once Core Nutanix Ready testing is completed, partners can further invest technically to have one product natively utilize and integrate with the rich set of Nutanix APIs for management, virtualization and more, bringing to market an integrated solution benefiting joint customers.

Partners are able to attain these designations by completing the criteria set forth in the Nutanix Ready Test Kits and submitting the results for Nutanix to evaluate. All products featured as Nutanix Ready have completed verification testing, thereby providing confidence in joint solution compatibility.

For additional information about the Nutanix Elevate program or Nutanix Ready designations, please email elevate@nutanix.com.

To achieve the Transform level, partners must complete Nutanix Ready testing for AHV and Integrated criteria for the same product.

PROGRAM BENEFITS

BENEFIT	DESCRIPTION	BUILD	SCALE	TRANSFORM
Partner Portal Access	Access the valuable sales and marketing resources available on the Nutanix Partner Portal.	✓	✓	✓
Partner Logos	Market your partnership using the logos for both the program and Nutanix Ready technical designations.	✓	✓	✓
Nutanix Community Access	Join the online Nutanix community to gain valuable technical knowledge, stay up-to-date on events, communicate with customers, and participate in relevant programs and activities.	✓	✓	✓
Elevate Program	Stay connected with periodic updates and relevant program information via newsletters, news flashes, webinars and more.	✓	✓	✓
Nutanix.com / Alliances Listing	Gain exposure by being listed on the Nutanix.com website.	✓	✓	✓

GO-TO-MARKET BENEFITS

BENEFIT	DESCRIPTION	BUILD	SCALE	TRANSFORM
Nutanix Internal Enablement Inclusion	Communicate to internal Nutanix communities via alliances communications, intranet sites, newsletters & field updates.	✓	✓	✓
GTM Toolkit	Leverage the tools and resources in the GTM Toolkit to build and execute comprehensive joint GTM plans with Nutanix.		✓	✓
Joint Channel Mappings	Map your channel partners with Nutanix's top 25 channel partners by major region.		✓	✓
SKO Sponsorship Opportunities (limited number)	Sponsor Nutanix's annual Sales Kickoff event. Opportunities may be limited.		✓	✓
Train Nutanix Sales / SE Teams	Train Nutanix Sales and SE teams periodically.		2/yr	Quarterly
Field Access	Gain access to Nutanix field planning and programs.			✓
Executive Sponsor	Receive executive exposure and sponsorship.			✓
Quarterly Business Reviews	Conduct quarterly business reviews with the alliances and product teams.			✓
Annual Business Plan	Work with your alliance manager to develop an annual business plan that defines metrics for success, goals and tactics.			✓

MARKETING BENEFITS

BENEFIT	DESCRIPTION	BUILD	SCALE	TRANSFORM
Marketing Toolkit	Leverage the guides, templates, and forms in the marketing toolkit to promote the partnership and our joint solutions.	✓	✓	✓
Partnership Announcement	Announce your Nutanix partnership with a blog post which Nutanix will promote via social media. Press release requests will be considered with product integration and customer reference information.	Blog Post	Blog Post	Press Release
Sponsorship Opportunities	Sponsor .NEXT, Nutanix Connect User Groups, and other Nutanix events.	✓	✓	✓
Alliance Marketing Programs Line Card	Take advantage of various partner marketing opportunities according to your partner level.		✓	✓
Marketing Programs & Incentives	Access marketing programs and incentives for marketing the partnership and joint solutions.		✓	✓
Inclusion in AHV and/or Integrated Marketing Programs	Benefit from additional Nutanix-led marketing exposure as a partner with AHV and Integrated Nutanix Ready verification.		✓	✓
Solution White Board Video	Work with Nutanix to create a solutions video on a joint solution. This will be co-funded and marketed.			✓
Feature on Nutanix.com/alliances	Be a featured partner on Nutanix's alliances landing page for at least 1 month per year.			✓

TECHNICAL BENEFITS

BENEFIT	DESCRIPTION	BUILD	SCALE	TRANSFORM
Online Training	Access a wealth of educational resources to maximize your Nutanix knowledge. Online training is free of charge. Additional training such as instructor led and other forms are available for additional fees.	✓	✓	✓
Discount NFR Equipment	Purchase Nutanix equipment for use in labs or demo centers at a reduced fee. Discounts are according to Nutanix Partner Network guidelines and are subject to change. NFR equipment purchased is not to be used in production environments.	✓	✓	✓
Nutanix Ready Test Kit and Support	Receive technical support and a test kit to enable Nutanix Ready testing.	✓	✓	✓
Technical Forum Invitation	Participate in Nutanix's annual technical forum.	1 invite	2 invites	4 invites
Access to NDA Product Roadmap Sessions	Access periodic product roadmap updates and information.		✓	✓
Access to Nutanix Technology Champions Community	Submit proposals for webinars and training to a customer community of more than 200 Nutanix Technology Champions.		✓	✓
Engineering Support for Integration	Receive support from engineering resources on API work.			✓
POC Environment for Nutanix SE's	Showcase joint solutions via an SE POC environment for Nutanix SE's to access for customer demos.			✓
Assigned Nutanix Technical Contact	Gain access to a designated technical contact.			✓

REQUIREMENTS OF PARTICIPATION BY ELEVATE PARTNER

BENEFIT	DESCRIPTION	BUILD	SCALE	TRANSFORM
Complete Program Agreement	Complete and sign an Elevate Program agreement.	✓	✓	✓
Provide Alliance & Technical Contact	Assign one alliance and one technical contact.	✓	✓	✓
Reciprocal Treatment in Partner's Alliance Program	If you have an equivalent technology alliance program, allow Nutanix reciprocal admittance in the program at an equivalent tier.	✓	✓	✓
Customer References	Achieve the minimum number of joint external customer references annually to remain active in your partner tier.	1/year	3/year	5/year
Nutanix Ready Test Kit Completion	Review and complete testing as described in the Nutanix Ready test kit.	Achieve Nutanix Ready for 1 product	Achieve Nutanix Ready for AHV or Integrated for 1 product	Achieve Nutanix Ready for AHV and Integrated for the same product
Nutanix Sales and Technical Training	Have a certain number of personnel trained and pass the specified training programs.		1 NPSR and 1 NPSE	3 NPSR's and 2 NPSE's
TSA Net Membership	Be an active member and in good standing with TSA Net. This will be the preferred method for resolving support issues,	✓	✓	✓
Annual Marketing Funds	Assign a minimum dollar amount to co-market with Nutanix each year. Each activity must be for demand generation and will be mutually agreed upon.	\$0	\$15,000	\$30,000
Channel Programs	Work with your alliance manager to execute at least one joint channel program each year with pre-selected channel partners.			1 joint program/yr
NFR Equipment Purchase	Partners that require Nutanix equipment for on-going testing, where Nutanix CE is not sufficient, must purchase NFR equipment.	Partners achieving Nutanix Ready AHV and/or Integrated badges where CE is not sufficient to complete testing must purchase equipment.		
Technical Guide	Partners achieving the AHV or Integrated badges are required to write a technical guide to assist customers with deployment and troubleshooting of the solution.		✓	✓



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Nutanix delivers invisible infrastructure for next-generation enterprise computing, elevating IT to focus on the applications and services that power their business. The company's software-driven Xtreme Computing Platform natively converges compute, virtualization and storage into a single solution to drive simplicity in the datacenter. Using Nutanix, customers benefit from predictable performance, linear scalability and cloud-like infrastructure consumption. Learn more at www.nutanix.com or follow us on [Twitter@nutanix](https://twitter.com/nutanix).

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