Aura Wireless Partner Agreement

Version 2026-07-21 · Effective July 21, 2026

Overview

This Agreement governs the terms under which Partner is authorized to resell and promote Aura Wireless products. It establishes the rights and obligations of both parties with respect to partnership levels, pricing, intellectual property, confidential information, compliance, and termination.

This Agreement incorporates by reference the Aura Wireless Partner Program Guide and the Aura Wireless Partner Portal Terms of Use, each of which sets forth current product authorizations, discount structures, purchase minimums, program policies, and portal usage requirements applicable to each partnership level. Partner's access to and use of the Aura Wireless partner portal is subject to the Partner Portal Terms of Use as published and updated by Aura Wireless.

1. Partnership levels

Aura Wireless offers two partnership levels — Authorized Reseller and Certified Integrator. Each level carries specific eligibility requirements, authorized product lines, and purchase commitments as set forth in the then-current Aura Wireless Partner Program Guide. Partner enrollment at a specific level is conditioned on meeting and maintaining the requirements for that level. Aura Wireless reserves the right to adjust a Partner's level upon thirty (30) days of written notice if Partner fails to meet the applicable requirements.

Authorized Reseller — Authorized to sell the Aura Wireless products designated for this tier in the Partner Program Guide. Requires basic business credentials and a valid tax ID. Partner agrees to meet the annual purchase minimum applicable to this tier. Failure to meet the annual purchase minimum constitutes grounds for tier downgrade or termination under Section 7.

Certified Integrator — Authorized to sell the complete Aura Wireless product line as designated in the Partner Program Guide. Requires a proven Wi-Fi practice and qualified technical staff. Partner agrees to meet the annual purchase minimum applicable to this tier. Failure to meet the annual purchase minimum constitutes grounds for tier downgrade or termination under Section 7.

1.1 Product Authorization Tracks

Certified Integrator status grants authorization to sell and deploy Aura Wireless products within the authorization tracks for which Partner has qualified. Authorization tracks and their specific technical requirements are defined in the then-current Aura Wireless Partner Program Guide.

The Wi-Fi Authorization track covers the Apogee 360 and Converge product lines and requires demonstrated RF engineering and licensed and unlicensed wireless network deployment capability as defined in the Partner Program Guide. Authorization to sell and deploy the Apogee Converge additionally requires demonstrated competency in licensed spectrum deployment, including Citizens Broadband Radio Service (CBRS) Band 48, as further defined in the Partner Program Guide.

Partner shall not register deals, submit quotes, or deploy the Apogee 360 or Apogee Converge without holding the applicable authorization as defined in the Partner Program Guide.

1.2 Services Certification

To provide Tier 1 or Tier 2 managed services or branded technical support on Aura Wireless equipment to end-users, Partner engineers must successfully complete the Aura Wireless Technical Certification Program.

Partners who have not completed this certification are not authorized to sell or represent managed services under the Aura Wireless brand.

Aura Wireless may, at its sole discretion, waive the certification requirement for a Partner that demonstrates equivalent qualifications through comparable industry certifications, documented deployment experience, or technical capabilities acceptable to Aura Wireless. Any such waiver must be approved in writing by Aura Wireless and is specific to the Partner and scope for which it is granted.

1.3 Indivisible System Architecture and Anti-Decoupling

The Aura Wireless Apogee products are engineered and patented as indivisible systems (U.S. Patent No. 12,166,285, issued December 2024). The firmware embedded in each Apogee device is a functional component of the patented hardware architecture and is not separable software.

Partner agrees not to modify, replace, or circumvent the embedded firmware, and shall not sell, transfer, or deploy any Apogee hardware with modified, removed, or third-party firmware. Violation of this section constitutes a material breach and entitles Aura Wireless to seek immediate injunctive relief without bond.

2. Pricing and discounts

Partner discounts, deal registration bonuses, and incentive structures are set forth in the then-current Aura Wireless Partner Program Guide, which is incorporated into this Agreement by reference and made available to Partner through the Aura Wireless partner portal. Aura Wireless may update the Partner Program Guide upon thirty (30) days written notice to Partner. Partner's continued participation in the program following the effective date of any update constitutes acceptance of the revised terms. Changes to the Partner Program Guide shall not affect any accepted quotations, registered opportunities, purchase orders, or projects already awarded prior to the effective date of such changes.

Deal registration process: submit opportunity details through the partner portal, receive approval within 24 hours, and receive protected pricing for the registered deal.

Service plans, professional services, travel, per diem, and expedite fees are provided at published list price and are not subject to standard partner discounts.

Partner agrees to comply with the Aura Wireless Minimum Advertised Price (MAP) policy as published in the then-current Aura Wireless Partner Program Guide. The MAP policy applies to all public-facing advertising, including websites, printed materials, and third-party listing sites. It does not apply to private customer quotes, sealed bids, or responses to government procurement solicitations, which are governed by the Special Pricing Authorization mechanism in Section 2.2.

2.1 Public Sector Pricing

For designated public sector solicitations, multi-award contracts, or procurements in which Aura Wireless products are identified as a required specification, Aura Wireless may issue a project-specific Special Pricing Authorization applicable to all authorized Partners bidding on the same solicitation. Such authorizations supersede standard discount tiers for the designated project and are issued on a uniform basis to all eligible Partners. Deal registration bonuses do not apply to projects governed by a Special Pricing Authorization unless expressly authorized in writing by Aura Wireless.

2.2 Special Pricing Authorization and Point-of-Sale Verification

Any discount granted under a Special Pricing Authorization shall be issued as a backend rebate against verified deployment. Partner purchases equipment at the applicable price and the rebate is credited upon submission of a

Point-of-Sale report identifying the serial numbers of units deployed to the authorized end-user named in the Special Pricing Authorization. Aura Wireless retains full audit rights to verify deployment. For projects below 50 units, Aura Wireless may, at its discretion, issue the discount at the point of purchase in lieu of a backend rebate.

2.3 Pricing Integrity

Aura Wireless does not solicit, accept, or act upon complaints from any Partner regarding the pricing practices, discount levels, or commercial terms offered to any other Partner. Each Partner is free to determine its own resale prices for Aura Wireless products independently and without direction from Aura Wireless. Nothing in this Agreement shall be construed as establishing, fixing, or coordinating resale prices between Partners. Partner's freedom to set resale prices is subject to the Aura Wireless Minimum Advertised Price (MAP) policy as set forth in the then-current Aura Wireless Partner Program Guide.

Discount tiers, deal registration bonuses, Special Pricing Authorizations, and all other pricing differentials between Partners are determined unilaterally by Aura Wireless based on documented functional criteria, including but not limited to: partnership tier, certified capabilities, deal registration status, project scope, and services performed. No Partner has the right to negotiate or influence the pricing terms offered to any other Partner. Disclosure of Partner's pricing is a breach of the Confidentiality provisions of Section 5.

Nothing in this Section limits a Partner's right to raise a pricing dispute directly with Aura Wireless regarding Aura Wireless's own decisions affecting that Partner. Any such dispute must be submitted to Aura Wireless in writing within twelve (12) months of the date on which the disputed pricing or decision was communicated to Partner. Partner waives any right to bring a pricing-related claim arising from events that occurred more than twelve (12) months prior to the date of written notice.

3. Aura Wireless Obligations

During the term of this Agreement, Aura Wireless will make available to Partner, subject to Partner's compliance with this Agreement and the Partner Program Guide:

Sales support: product training, technical documentation, pre-sales engineering assistance, competitive positioning tools, and a dedicated channel account manager.

Marketing support: co-marketing initiatives, case study development, trade show support for qualified Partners, and lead sharing.

Technical support: priority technical assistance, installation guidance, solution design support, and access to the online resource library, subject to reasonable availability and Aura Wireless's then-current support policies as published in the partner portal. Technical support does not include on-site visits, dedicated project management, or services that would otherwise be scoped and billed as professional services.

4. Partner Obligations

Business requirements: valid business license and tax ID, professional liability insurance, meet annual purchase minimums, participate in quarterly business reviews, and bear your own costs and expenses.

Certified Integrators only: proof of Wi-Fi/wireless technical staff, demonstrated wireless deployment experience, and participation in joint marketing programs.

Professional standards: represent Aura Wireless professionally, follow Aura Wireless brand guidelines when using Aura IP, provide accurate sales reporting, maintain customer confidentiality, and comply with all applicable laws, regulations, and ordinances.

Government eligibility: Partner represents and warrants, as of the date of this Agreement and on each annual

renewal, that it is not debarred, suspended, proposed for debarment, or otherwise declared ineligible to participate in U.S. federal, state, or local government contracts or procurement programs. Partner shall notify Aura Wireless in writing within five (5) business days if Partner becomes subject to debarment, suspension, or any similar action during the term of this Agreement.

Government schedule contracts: Partner shall not list, offer, or sell Aura Wireless products under any U.S. federal government schedule contract, including but not limited to GSA schedules and SEWP vehicles, without the prior express written consent of Aura Wireless. Partner may list Aura Wireless products on state or local government cooperative purchasing vehicles, including but not limited to PEPPM, TIPS, Sourcewell, NASPO ValuePoint, and E-Rate funded contracts, subject to the following conditions: (a) Partner shall notify Aura Wireless in writing no fewer than thirty (30) days prior to submitting any application or catalog listing that includes Aura Wireless products; (b) all prices listed on any cooperative purchasing vehicle must comply with the Aura Wireless MAP policy; and (c) all sales transacted through a cooperative purchasing vehicle are subject to standard deal registration requirements. Aura Wireless reserves the right to require Partner to remove or correct any cooperative catalog listing that violates the MAP policy or misrepresents Aura Wireless products.

Warranty representations: Partner shall not make, nor appear to make, any representations or warranties on behalf of Aura Wireless beyond those expressly set forth in Aura Wireless's published product warranty. Partner shall not promise or imply any warranty term, performance guarantee, or service commitment to end-users that exceeds or conflicts with Aura Wireless's applicable warranty. If Aura Wireless reasonably determines that any representation made by Partner, or any business practice of Partner, is misleading, deceptive, or inconsistent with Aura Wireless's brand standards, Partner shall promptly correct such representation or practice upon written notice from Aura Wireless.

EULA flow-down: Partner shall ensure that all end-users to whom Partner sells or deploys Aura Wireless products are made aware of, and accept, the applicable Aura Wireless End User License Agreement (EULA) prior to or at the time of delivery. To the extent Partner sells Aura Wireless products to U.S. Government end-users, the Government shall be bound by the EULA only to the extent its provisions are consistent with applicable federal procurement laws and regulations.

Competitive product disclosure: If Partner represents, resells, or actively promotes a product line that directly competes with any Aura Wireless product, Partner shall disclose this to Aura Wireless in writing at the time of enrollment and within thirty (30) days of adding any such competing product line during the term of this Agreement. The disclosure obligation in this paragraph applies whenever Partner takes on a competing product line. Aura Wireless will exercise the remedies described in the next sentence only where both (i) Partner represents, resells, or actively promotes a product line that directly competes with an Aura Wireless product, and (ii) Aura Wireless determines in good faith that Partner is acting in bad faith with respect to Aura Wireless — including, without limitation, misuse of Aura Wireless confidential information, diversion of registered opportunities, or other conduct that materially harms Aura Wireless or the Partner relationship. Aura Wireless reserves the right, upon such disclosure and satisfaction of the conditions above, to terminate this Agreement, or if the Agreement remains in place, to restrict Partner's access to deal registration, co-marketing benefits, or pre-sales engineering support on a case-by-case basis, and to require that Aura Wireless opportunities be managed separately from competing product lines.

5. Confidential Information

"Confidential Information" includes all non-public information disclosed by either party — product specifications, pricing, customer lists, business plans, technical data, financial information, marketing strategies, and any information marked or reasonably understood to be confidential.

Partner obligations: maintain strict confidentiality; use Confidential Information solely for purposes of this Agreement; limit disclosure to employees, contractors, and advisors with a legitimate need to know who are bound by at-least-as-restrictive obligations; implement reasonable security measures; promptly notify Aura Wireless of any unauthorized disclosure or use.

Aura Wireless obligations: maintain confidentiality of Partner's business information and use it only to support this partnership.

Exceptions: information that is or becomes publicly available without breach; was rightfully known prior to disclosure; is rightfully received from a third party without breach of confidentiality; or is required to be disclosed by law or court order (with prior notice).

Remedies: unauthorized disclosure would cause irreparable harm; Aura Wireless may seek injunctive relief, specific performance, and other equitable remedies in addition to other available remedies.

Duration: confidentiality obligations survive termination and continue for three (3) years thereafter.

5.1 Injunctive Relief

The parties expressly agree that a violation of Section 1.3 (Indivisible System Architecture and Anti-Decoupling), Section 6 (Intellectual Property), Section 5 (Confidential Information), or Section 9 (Compliance with Laws) of this Agreement would cause irreparable harm for which monetary damages would be an inadequate remedy.

In the event of any actual or threatened violation of these sections, the non-breaching party shall be entitled to seek injunctive relief, specific performance, and other equitable remedies in any court of competent jurisdiction without the requirement of posting bond or other security, and without the necessity of proving actual damages. This right is in addition to all other remedies available at law or in equity.

6. Intellectual Property

6.1 Aura Wireless retains all right, title, and interest in its trademarks, service marks, trade names, logos, copyrights, patents, trade secrets, and other intellectual property ("Aura IP"). No title or ownership transfers to Partner. Any designs, development, or IP developed by Partner based upon Aura IP becomes the property of Aura.

6.2 Subject to this Agreement, Aura Wireless grants Partner a non-exclusive, non-transferable, revocable license to use designated Aura IP solely in connection with marketing, promoting, and selling authorized Aura Wireless products in accordance with Aura Wireless brand guidelines.

6.3 Partner retains all rights to its pre-existing intellectual property and grants Aura Wireless a non-exclusive license to use Partner's name, logo, and likeness solely for identifying Partner as an authorized partner and promoting the partnership.

6.4 Restrictions: Partner shall not (a) register or attempt to register any Aura IP or confusingly similar marks; (b) challenge Aura Wireless's ownership of Aura IP; (c) use Aura IP in any manner that disparages Aura Wireless or its products; (d) combine Aura IP with third-party marks in a manner suggesting co-branding without prior written consent; (e) reverse engineer or in any way alter Aura products; (f) register any sub-agent or subcontractor to resell Aura Wireless products without Aura Wireless's express prior written consent; (g) use any Aura IP, including the names "Aura Wireless" or "Apogee," in any domain name, URL, company name, trade name, or social media handle, whether alone or in combination with other words; (h) list, offer for sale, or sell any Aura Wireless product through any third-party online marketplace, including but not limited to Amazon, eBay, Walmart Marketplace, or any similar platform, without the prior express written authorization of Aura Wireless. Authorized online marketplace listings are limited to the Apogee 180 and Apogee 180 MP product lines only and are subject to the

Aura Wireless Online Marketplace Policy as published in the Partner Program Guide. Aura Wireless may revoke online marketplace authorization at any time upon written notice.

6.5 Demonstration and Evaluation Products. Partner may purchase Aura Wireless products for internal demonstration, evaluation, or lab use. Partner may not resell, transfer, or otherwise dispose of any product purchased for demonstration or evaluation purposes for a period of twelve (12) months following the date of shipment from Aura Wireless. After such twelve (12) month period, Partner may resell demonstration products directly to end-users on an AS IS basis only, without any warranty representation from Aura Wireless. Demonstration products must be clearly identified as such on the purchase order at the time of purchase. Failure to designate a purchase as a demonstration order constitutes a material breach of this Agreement.

6.6 Feedback and improvements provided by Partner regarding Aura Wireless products are deemed non-confidential and may be used by Aura Wireless without restriction or compensation, subject to Sections 6.1 and 6.4.

6.7 Upon termination, all licenses granted hereunder immediately cease and Partner shall discontinue all use of Aura IP within thirty (30) days.

7. Term and Termination

Term: one year, automatically renewing unless either party terminates.

Partner termination: 30 days written notice, no reason needed.

Aura termination: 60 days written notice without cause. For material breach, bankruptcy, or insolvency, Aura Wireless will provide 30 days written notice and an opportunity to cure. If the breach is uncurable or is a repeat instance of a prior violation, Aura Wireless may terminate upon 5 days written notice. Aura Wireless reserves the right to suspend Partner's access to the partner portal, deal registration system, and all program benefits only in the event of a reasonable good-faith belief that Partner has committed a material breach that poses an immediate risk to Aura Wireless, its intellectual property, customers, or compliance obligations, pending cure or resolution, without such suspension constituting a termination or waiver of any rights.

On termination: all discounts and benefits stop immediately; Partner stops using Aura logos and returns Aura materials; confidentiality obligations continue; outstanding orders and payments are handled normally.

7.2 Initial Performance Period

For newly appointed Partners, the initial ninety (90) days of this Agreement shall serve as a performance evaluation period. During this period, Partner must register and successfully procure a minimum of one (1) net-new, qualified commercial opportunity. Failure to meet this requirement within the ninety (90) day period shall result in the automatic expiration of Partner's deal registration privileges and may, at Aura Wireless's sole discretion, result in termination of this Agreement or the adjustment of Partner's discount status. Pipeline projections and pending opportunities do not satisfy this requirement.

7.3 Dormant Partner Suspension

If Partner fails to register any new commercial opportunity or complete any purchase of Aura Wireless products for a period of twelve (12) consecutive months, Aura Wireless may, upon thirty (30) days written notice, suspend Partner's deal registration privileges, co-marketing eligibility, and access to partner portal resources. Suspended Partners may be reinstated upon written request and demonstration of active commercial activity, subject to Aura Wireless's sole discretion. Any deal registrations held by a suspended Partner that have not resulted in a purchase order within the suspension period may be released and made available to other Partners.

7.4 Tier Downgrade Process

If Partner fails to meet the eligibility requirements for its current partnership level, Aura Wireless will provide thirty (30) days written notice of the intended downgrade. During the notice period, Partner may submit documentation demonstrating compliance with the applicable requirements. If the deficiency is not cured within the notice period, Partner's tier will be adjusted to the level for which it qualifies.

Deal registrations that were approved at the prior tier's pricing will be honored at the prior tier's pricing for a period of ninety (90) days following the effective date of the downgrade, provided the registered opportunity results in a purchase order within that period. All new deal registrations submitted after the effective date of the downgrade will be subject to the pricing applicable to Partner's new tier.

8. Legal Protections

Disclaimer of warranty: Aura provides the products and equipment on an "AS IS" basis. Aura disclaims all express and implied warranties, including merchantability, fitness for a particular purpose, non-infringement, and title, and any warranties arising from course of dealing, usage, or trade practice. Aura does not warrant uninterrupted, error-free, secure, or particular-speed performance.

Limitation of liability: except for breaches of confidentiality, IP infringement, or indemnification, neither party is liable for indirect, incidental, special, consequential, or punitive damages, including lost profits, lost revenue, lost data, or business interruption. Each party's total liability shall not exceed amounts paid by Partner to Aura Wireless in the twelve (12) months preceding the event giving rise to liability.

Partner indemnification: Partner shall defend, indemnify, and hold harmless Aura Wireless and its officers, directors, employees, successors, and assigns from third-party claims, losses, damages, suits, and liabilities, including reasonable attorneys' fees and court costs, arising from: (i) Partner's breach of this Agreement; (ii) Partner's negligent or wrongful acts or omissions; (iii) Partner's use of Aura Wireless products or IP; (iv) claims that Partner's products, services, or materials infringe third-party rights; (v) any warranty or representation made by Partner to an end-user that is inconsistent with or exceeds Aura Wireless's published warranty; or (vi) Partner's export or re-export activities in relation to any Aura Wireless product or technical data.

Aura Wireless indemnification: Aura Wireless shall defend, indemnify, and hold harmless Partner from third-party claims, including reasonable attorneys' fees and court costs, that Aura Wireless products, when used in accordance with specifications and this Agreement, infringe any U.S. patent, copyright, or trademark, provided Partner promptly notifies Aura Wireless in writing, grants Aura Wireless sole control of the defense and settlement, and provides reasonable cooperation at Aura Wireless's expense.

Insurance: Partner shall maintain commercial general liability insurance with minimum coverage of $1,000,000 per occurrence and $2,000,000 aggregate, and professional liability insurance with minimum coverage of $1,000,000. Partner shall provide certificates of insurance upon request and name Aura Wireless as an additional insured.

Force majeure: neither party is liable for failure or delay due to causes beyond its reasonable control, including acts of God, natural disasters, war, terrorism, labor disputes, or government actions, provided the affected party promptly notifies the other and uses reasonable efforts to mitigate.

9. Compliance with Laws

9.1 Export Controls. Partner acknowledges that Aura Wireless products, including hardware, firmware, and associated technical data, may be subject to U.S. export control laws and regulations, including the Export Administration Regulations (EAR) administered by the U.S. Department of Commerce and the International Traffic in Arms Regulations (ITAR) administered by the U.S. Department of State. Partner agrees to comply with all

applicable U.S. and international export control laws and regulations in connection with any transaction involving Aura Wireless products.

Partner shall not export, re-export, transfer, or disclose any Aura Wireless product or technical data, directly or indirectly, to any country, entity, or individual for which a U.S. government export license or other governmental approval is required without first obtaining such license or approval. Partner shall screen all transactions against applicable restricted party lists prior to completing any sale or transfer, including the U.S. Department of Commerce Entity List, the U.S. Department of Treasury Office of Foreign Assets Control (OFAC) Specially Designated Nationals and Blocked Persons List, and the U.S. Department of State Debarred Parties List.

Notwithstanding the foregoing and regardless of whether an export license would otherwise be required, Partner shall not sell, transfer, or facilitate the export of any Aura Wireless product to any end-user located in, or for ultimate use in, the People's Republic of China, without the prior express written consent of Aura Wireless. This restriction applies to all Aura Wireless products and is not limited to items classified above EAR99.

Partner shall not sell or transfer any Aura Wireless product to any person or entity that Partner knows or has reason to believe intends to: (a) export, re-export, or transfer the product to a destination or end-user prohibited under this Agreement or applicable law; or (b) use the product for the purpose of reverse engineering, replicating, or copying Aura Wireless's patented technology, proprietary firmware, or any other Aura Wireless intellectual property.

For all transactions in which the intended end-user is located outside the United States, Partner shall disclose the name and country of the intended end-user to Aura Wireless prior to order fulfillment. Aura Wireless reserves the right to decline fulfillment of any order where the disclosed or suspected end-user raises export compliance or intellectual property protection concerns. Partner's obligation to disclose the end-user does not relieve Partner of its independent obligation to screen transactions against applicable restricted party lists.

Partner shall maintain records of all export transactions involving Aura Wireless products for a minimum of five (5) years and shall make such records available to Aura Wireless upon request. A violation of this Section constitutes a material breach of this Agreement and entitles Aura Wireless to terminate immediately and seek all available remedies, including injunctive relief.

9.2 Anti-Corruption and Ethical Conduct. Partner represents and warrants that it has not and will not offer, pay, promise, or authorize any payment of money or anything of value, directly or indirectly, to any government official, political party, candidate for political office, or any other person for the purpose of obtaining or retaining business or securing any improper advantage in connection with the sale of Aura Wireless products. Partner shall comply with all applicable anti-corruption, anti-bribery, and anti-kickback laws, including the U.S. Foreign Corrupt Practices Act, the U.K. Bribery Act, and the U.S. Anti-Kickback Act. Partner shall not engage in, facilitate, or benefit from any form of forced labor, child labor, or human trafficking in connection with its activities under this Agreement. Partner shall maintain accurate books and records related to all transactions involving Aura Wireless products and shall make such records available to Aura Wireless upon reasonable written request.

9.3 General Compliance. Partner shall comply with all applicable federal, state, and local laws and regulations in connection with its performance under this Agreement, including but not limited to laws governing data privacy, consumer protection, and fair competition.

9.4 Privacy and Data Protection. Aura Wireless collects and processes Partner data, including business contact information, deal registration records, and point-of-sale reports, in connection with administering this Agreement and the partner program. Aura Wireless will handle such data in accordance with its Privacy Policy, available at the partner portal. Partner consents to such collection and use. If Partner is located in or sells into the European Union, both parties agree to comply with applicable data protection laws, including the General Data Protection

Regulation (GDPR), with respect to any personal data processed in connection with this Agreement.

9.5 Withholding of Delivery and Compliance Certification. If Aura Wireless has reasonable grounds to believe that a breach of Section 9.1 (Export Controls), Section 9.2 (Anti-Corruption and Ethical Conduct), or any other material compliance obligation under this Agreement has occurred or is imminent, Aura Wireless may, without limitation to any other rights or remedies, withhold further shipment of products and suspend all program benefits pending written confirmation from Partner, satisfactory to Aura Wireless, that no breach has occurred or will occur. In addition, Aura Wireless may at any time during the term of this Agreement, and without cause, request that Partner provide a written certification of compliance with any or all sections of this Agreement, executed by an authorized officer of Partner, within ten (10) business days of such request. Failure to provide such certification within the required period shall constitute a material breach of this Agreement.

9.6 Record Retention. Partner shall maintain complete and accurate records of all purchases, sales, end-user deployments, and export transactions involving Aura Wireless products for a minimum of two (2) years following the date of each transaction, except that export-related records shall be retained for a minimum of five (5) years as required by Section 9.1. Partner shall make such records available to Aura Wireless upon reasonable written request in connection with an audit of Partner's compliance with this Agreement.

10. One-Time Project Authorization

10.1 Eligibility. Aura Wireless may, at its sole discretion, issue a One-Time Project Authorization to a company that has not executed a Partner Agreement, where that company has a specific, qualified commercial opportunity. A One-Time Project Authorization is a single-transaction commercial instrument and does not constitute a distribution arrangement, a partnership, or a channel tier.

10.2 Annual Cap. No single entity may receive more than two (2) One-Time Project Authorizations in any rolling 12-month period. Upon a third request within the same period, the entity must either execute a full Partner Agreement or transact at Aura Wireless's published list price. Aura Wireless executive management may, at its sole discretion, authorize additional One-Time Project Authorizations beyond this cap on a case-by-case basis, provided such authorization is documented in writing and approved prior to issuance.

10.3 Pricing. Discounts under a One-Time Project Authorization are negotiated on a case-by-case basis and require approval by the Aura Wireless Channel Chief. No standard discount tier applies. All discounts are subject to the Point-of-Sale verification mechanism described in Section 2.2, unless Aura Wireless elects to issue the discount at the point of purchase for projects below 50 units.

10.4 Named Sub-Reseller Authorization. Where a legitimate logistical requirement exists, such as a large deployment in which multiple integrators are working under a single prime contractor, Aura Wireless may authorize the authorization holder to supply named, pre-approved downstream integrators. All downstream integrators must be identified and approved by Aura Wireless at the time of issuance. The authorization holder may not add sub-resellers after issuance without a new authorization. All units must be deployed to the project site identified in the authorization. This provision does not authorize open-ended downstream resale or distribution activity.

10.5 Scope Restrictions. A One-Time Project Authorization grants the right to resell Aura Wireless hardware for the specific project identified in the authorization only. It does not grant access to the deal registration portal, co-marketing eligibility, technical support priority, or the right to provide managed services or branded technical support on Aura Wireless equipment.

10.6 Expiration. A One-Time Project Authorization expires upon project close or 180 days from issuance, whichever occurs first.

11. General Terms

Independent contractor: Partner is an independent contractor doing business under its own entity name and account, and is not an employee of Aura. Nothing creates a profit-sharing, partnership, joint-venture, or similar relationship. Partner shall not make any proposals, promises, warranties, guarantees, or representations on Aura Wireless's behalf or in Aura Wireless's name.

Assignment: Partner cannot transfer this agreement without Aura's written consent. Aura may assign to affiliates or in connection with a sale of its business. This Agreement shall bind and inure to the benefit of the parties and their respective successors and permitted assigns.

Governing law: This Agreement is governed by the laws of the State of Florida, without regard to its conflict of law principles. Any action or proceeding arising out of or relating to this Agreement shall be brought exclusively in the U.S. District Court for the Middle District of Florida (Tampa Division) for federal matters, or in the Circuit Court of Pinellas County, Florida for state matters. Partner irrevocably submits to the personal jurisdiction and venue of such courts and waives any objection to the laying of venue in such courts. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Agreement. This Agreement shall be construed and enforced in the English language, which controls in all respects regardless of any translation provided.

Changes: Aura may update this agreement with 30 days notice. Continued participation means acceptance.

Entire agreement: this document, plus the current partner program guide, is the complete agreement and supersedes all previous agreements.

Severability: if any part is unenforceable, the rest remains in effect.

Waiver: the waiver by either party of a breach of any provision of this Agreement shall be in writing and shall not be construed as a waiver of any subsequent breach of the same or any other provision.

Notices: all legal notices under this Agreement shall be in writing and delivered to Aura Wireless at: Aura Wireless, Attn: Legal Department, St. Petersburg, Florida. Notices to Partner shall be delivered to the address on file in Partner's portal profile. Notices are deemed delivered when received in person, upon written confirmation of overnight courier delivery, or five (5) business days after deposit in certified or registered mail. Notices sent by email are deemed delivered when sent, unless the sender receives a delivery failure notification. Aura Wireless may provide program updates and non-legal notices through the partner portal.

Survival: the following sections survive expiration or termination of this Agreement for any reason: Section 1.3 (Indivisible System Architecture and Anti-Decoupling), Section 2.3 (Pricing Integrity), Section 5 (Confidential Information), Section 5.1 (Injunctive Relief), Section 6 (Intellectual Property), Section 8 (Legal Protections), Section 9 (Compliance with Laws), Section 11 (General Terms), and any payment obligations accrued prior to termination.