

# Designed To Talk (the “Provider”) Reseller Agreement Managed Automation Platform Services Private & Confidential. Version: 1.2

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## 2. Definitions

In this Master Services Agreement for The Provider Service (this “MSA”), the following definitions shall apply.

Term	Definition
<b>Acceptable Use Policy</b>	The Provider’s acceptable use policy in respect of Service, as notified to the Customer and as The Provider may update it from time to time in accordance with its terms.
<b>Activation Date</b>	The date from which The Provider considers that the Services started to be used by the user.
<b>Authorised Representative</b>	any natural or legal person established within the UK or EU, who has received a written mandate from the company to act on their behalf
<b>Business Day</b>	9.00 a.m. to 5.30 p.m. Monday to Friday excluding public holidays in England and Wales.

<b>Cancellation Charge</b>	An amount equal to 50% of the remainder of the agreed term as authorized in the proposal or any subsequent orders payable within 7 days of cancellation (i) if the cancellation takes effect after the later of the Proposal, order or contract Start Date and the Activation Date, the fees that would otherwise have been payable from the date the Service is cancelled to the date such Service was scheduled to expire in accordance with the orders or proposals (ii) if the cancellation takes effect before the later of the Contract Start Date and the Activation Date, any non-recurring charges payable pursuant to clause 10.6 plus 50 per cent. of the other fees payable during the Initial Term, plus in each case any other amounts specified as payable as part of the Cancellation Charge in the Proposal or subsequent Order(s)
<b>Change Control</b>	The procedures for changing the Service Specification
<b>The Provider</b>	The Provider part of the Virso ltd Group of Companies (UK Company number 05888290) and any successor or assignee thereof.
<b>The Provider's System</b>	The information and communications technology system to be used by The Provider in performing the Services, including the Hardware, the Software, the Customer Site Equipment and communications between the Hardware and the Customer Site Equipment and the Customer's Operating Environment.
<b>Cloud Service (s)</b>	Any resource that is provided over the internet by the RESELLER and offered for sale by the Distributor from time to time including any additional Support Services and the The Provider system, AWS, GCP, Azure and IBM Services including but limited to, Software as a Service ("SaaS"), Platform as a Service ("PaaS") Infrastructure as a Service ("IaaS") and IT as a Service (ITaaS)
<b>Confidential Information</b>	any and all information, in any medium, which is provided by one party to this Agreement ("Discloser") to the other party ("Recipient") including, without limitation, information that is either (i) related to business practices, financial statements, financial information, pricing, vendors, resellers, RESELLERS, End Users, customers, Services, methods, techniques, processes, apparatuses, and employee data; (ii) marked using a legend such as "confidential," "proprietary" or similar words or if disclosed orally must be confirmed as such by the Discloser; or (iii) any information which Recipient should have reasonably considered to be confidential under the circumstances surrounding. Confidential Information also includes the Object Code of the Software, the pricing structure for the Software and Services provided to the RESELLER, and any other proprietary information owned by The Provider and which is provided or disclosed to the RESELLER, Confidential Information does not include information that the receiving party can demonstrate: (a) is in the public domain or is generally publicly known through no improper action by the receiving party; (b) was rightfully in the receiving party's possession or known by it prior to receipt from the disclosing party; (c) is rightfully disclosed without restriction to the receiving party by a third party without violation of any confidentiality covenant by such third party; or (d) is independently developed by the receiving party without use of the Confidential Information of the disclosing party
<b>Contract</b>	The Agreement between The Provider and the Customer comprising the Reseller proposal and this the he reseller.
<b>Contractual Ramp</b>	The ramp of companies and number of months the RESELLER commits to in the contract in Addendum A, for the Rights to Exclusivity in Addendum A in this contract.
<b>Contract Start Date</b>	The date specified as such in the Proposal.
<b>Customer</b>	The person identified as such in the Proposal.
<b>Customer Data</b>	Any data uploaded to, stored on or processed using the The Provider or by the Customer, any and all of Licensee's and its User's data, information, and materials that are uploaded by the Customer or that are accessed by The Provider.
<b>Customer's Operating Environment</b>	The Customer's computing environment (consisting of hardware, software and telecommunications networks) that is to be used by the Customer in connection with its use of the Service and which interfaces with The Provider's System in order for the Customer to receive the Service, but excludes the Customer Site Equipment
<b>Customer Representative</b>	The contact defined in the Proposal or such other person notified in writing by Customer to The Provider who shall be the Customer's main technical contact.
<b>Customer Site</b>	Any premises occupied by the Customer at which it receives the Service from The Provider, as detailed in the Proposal.
<b>Customer Site Equipment</b>	Any equipment located or to be located on a Customer Site but controlled or to be controlled exclusively by The Provider as part of the Service.
<b>Data Controller</b>	Has the meaning given to it in the DPA.

<b>Data Processor</b>	Has the meaning given to it in the DPA.
<b>Distributor</b>	The Provider, its parent company, its subsidiaries and affiliates
<b>DPA</b>	The Data Protection Act 2016.
<b>Documentation</b>	Any documentation distributed by The Provider or its partners pertaining to the Software and Services, including without limitation, any accompanying or online user guides, technical information relating to the Software, Services or user documentation. Documentation also includes any applicable Proposals and SOW or SLA's
<b>EULA (End User License Agreement)</b>	EULA specifies and detail the rights and restrictions that apply to the customer in the use of The Provider
<b>Excused Outage</b>	Any outage, unavailability, delay or other degradation of Service related to, associated with or caused by: Planned Maintenance events; any Service not supported by a The Provider traversing Hardware component; any third party plugin or ancillary equipment not supplied by The Provider; a Customer application running on a server (virtual or physical) which is not supported by The Provider; the Customer actions or inactions or those of any third party excluding any sub-contractor or IT Partner of The Provider directly involved in the performance, operation or maintenance of the Customer's Service
<b>Exclusivity</b>	The Distributor will not directly: solicit, initiate, or encourage the submission of any proposal or offer from The Provider to the named list companies in the Territory as per Addendum A "Exclusivity"
<b>Fees</b>	All of the fees payable to The Provider by the Customer in respect of the Software or Services, whether one-off or recurring, as set out in the Proposal in respect of the Initial Term, and thereafter as revised by The Provider prior to each Renewal Term and or any amendments
<b>Hardware</b>	All physical telecommunications, networking and computer equipment (including switches, routers, cables, servers, racks, cabinets and peripheral accessories) provided and used by The Provider to deliver the Service to the Customer.
<b>Initial Term</b>	The initial term of the Contract specified in the Proposal, measured from the later of the Contract Start Date and the Activation Date.
<b>Initial Proposal</b>	The first document entitled "Proposal" issued by The Provider in response to the Customer's request for Service, setting out at least a high-level description of the Service to be provided by The Provider, and the corresponding fees payable by the Customer.
<b>Intellectual Property Rights</b>	Any and all intellectual property rights of any nature, whether registered, registerable or otherwise, including Patents, utility models, Trademarks, Registered designs and domain names, applications for any of the foregoing, Trade or Business names, Goodwill, Copyright and rights in the nature of Copyright, Trade Secrets, design rights, rights in databases, moral rights, know-how and any other intellectual property rights that subsist in computer software, computer programs, websites, documents, information, techniques, business methods, drawings, logos, instruction manuals, lists and procedures and particulars of Customers, marketing methods and procedures and advertising literature, including the "look and feel" of any websites, and in each case all rights and forms of protection of a similar nature or having equivalent or similar effect to any of these that may subsist anywhere in the world, in each case for their full term, together with any future rights and renewals or extensions.
<b>Order</b>	Any order placed by the Customer or its employees on MAP
<b>Partner</b>	An Company, Contractor or sub-contractor, used by either party in the provision of any Service.
<b>Maintenance Contract</b>	Hardware or Software support contracts held on supported devices and supplied by the manufacturer or recognized vendor support partner.
<b>MAP</b>	Managed Automation Platform created and supported by The Provider
<b>Services</b>	The services to be provided to the Customer by The Provider, as set out in the Proposal.
<b>Personal Data</b>	Has the meaning given to it in the DPA.

<b>Proposal</b>	Any The Provider process detailing an order which is incorporated into and becomes a part of this Agreement. Depending on the Software and Services ordered, the Proposal may be completed online or may take the form of a written order form, invoice, quote, billing statement, or SOW. In the event of any discrepancy between this Agreement and a Proposal, this Agreement shall prevail.
<b>Provider</b>	The Provider is the company that provides the professional, technical or software products and services.
<b>Renewal Term</b>	A period of 12 months from the expiry of the Initial Term or the previous Renewal Term, as the case may be
<b>Services</b>	Additional support services available from Distributor and/or the Services providers
<b>Service Credit</b>	Any credit given to the Customer in accordance with the Service Level Arrangements.
<b>Service Levels</b>	The metrics for measuring the performance of the Service as set out in the SLA.
<b>Service Level Agreement</b>	Denotes the Service level agreement as set out in section 31 of this agreements and set out aspects of the service – quality, availability, responsibilities between The Provider and the Customer
<b>Software</b>	Any software used by The Provider or its Partners to provide the Services to the Customer.
<b>Supplementary Proposal</b>	Any document issued by The Provider and entitled "Proposal" which, notwithstanding that it may be a separate document and/or delivered at a later date, supplements an Initial Proposal and, once accepted by the Customer in accordance with clause 2.2, forms part of the Proposal.
<b>Term</b>	The Initial Term and each Renewal Term.
<b>Territory</b>	<p>Territory” means the geographic regions or markets in which RESELLER is authorised to sell a The Provider, as set forth on Addendum A, in this Agreement and shall specify a Territory country and shall include all media and sales channels</p> <p>Territory” means the geographic regions or markets in which RESELLER is authorized to sell a particular Cloud Service, as set forth on the applicable Addendum. If a particular Services does not have an Addendum or if any Addendum does not specify a Territory, the Territory shall be worldwide and shall include all media and channels of distribution.</p>
<b>TUPE</b>	The Transfer of Undertakings (Protection of Employment) Regulations 2006 as amended by the Collective Redundancies and Transfer of Undertakings (Protection of Employment) (Amendment) Regulations 2014.
<b>Proposal</b>	Collectively, the Initial Proposal and any Supplementary Proposal, and all documents scheduled or attached to them.
<b>User</b>	An individual, collective or organization, authorized by Licensee to use the Software and if applicable, within a multi-tenant or Service environment.

### 3. Interpretation

- a. Clause, schedule, and paragraph headings shall not affect the interpretation of the MSA.
- b. A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time and shall include all subordinate legislation made from time to time under that statute or statutory provision.
- c. Any phrase introduced by the words “including”, “includes”, “in particular” or “for example”, or any similar phrase, shall be construed as illustrative and shall not limit the generality of the related general words.
- d. A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality) and that person's personal representatives, successors or permitted assigns.
- e. If there is a conflict between this MSA and the Proposal, the former shall prevail.

## 4. Overview

The Reseller agreement encompasses the following elements

- a. Territory
- b. Exclusivity
- c. Contractual Commitment and Ramp
- d. Contractual Duration

and an overrides specific definitions and conditions in the following Agreements

- e. Proposal
- f. Master Services agreement (MSA)

## 5. Appointment

- a. **Appointment Grant.** The Provider hereby appoints Reseller, and Reseller hereby accepts, a non-exclusive, non-transferable and non-sublicensable appointment to participate in the Partner Program and Resell Products and associated support services, to End Users in the Territory, always subject to The Provider's EULA and MSA, which Reseller or The Provider shall present to End Users for acceptance or otherwise make End Users aware of prior to purchase and Use of the Products. As noted above, such EULAs or MSAs are generally presented to, and accepted by, End Users in "click wrap" form—either within the Product itself or via a download portal for the Product. With the exception of the passive sales in Subsection 2(b) below, Reseller shall not offer or sell licenses for the Products for Use by End Users outside of the Territory, either directly or through in-Territory divisions of larger organizations.
- b. **Services Responsibility Matrix.** Reseller and Distributor agree that in order to meet their respective obligations effectively with regard to the delivery of the services
- c. **Services to End Users hereunder,** prior or subsequent to execution of this Agreement, the parties may work together to develop a responsibility matrix ("Responsibility Matrix") or similar document, which shall allocate the respective roles and responsibilities of each party with regard to the provision of Services to End Users. Notwithstanding the foregoing, such technical document shall not supersede, and shall, at all times, remain subject to, the terms of the Agreement.
- d. **No License of Trademarks.** Nothing contained herein shall be construed as granting to RESELLER any right or license to use any trade names, service marks, trademarks, logos and other marks (collectively, "Trademarks"), which, if applicable, shall be subject to a separate agreement, including any current published requirements or guidelines ("Trademark Guidelines").
- e. **Title to Trademarks.** Nothing contained herein shall be construed as granting RESELLER any title or ownership interest in or to the Trademarks and RESELLER makes no claim of title or ownership interest in and/or to the Trademarks. RESELLER agrees not to register, nor attempt to register, any Trademark which may be confusingly similar to the Trademarks in any jurisdiction.
- f. **Certification Program.** If Reseller requires compliance with a formal certification program, then RESELLER may be required to demonstrate proof of certification with such program prior to placing Purchase Orders for Services. If RESELLER does not require compliance with a formal certification program, then RESELLER may be required to meet the additional criteria set forth in any Documentation prior to placing Orders with Distributor OR Provider
- g. **Hardware and Infrastructure Purchases.** RESELLER agrees that any and all additional hardware infrastructure products associated with the delivery of the Services that can be provided by Distributor in a reasonable timeframe will be purchased through Distributor, subject to Distributor's standard pricing and terms and conditions of sale for such associative hardware infrastructure products.
- h. **End User Agreements.** RESELLER may not distribute any Services to any End Users unless an End User enters into an agreement with RESELLER (the "End User Agreement") that at a minimum:
- i. completely disclaims Distributor's and RESLLER's liability for all matters arising out of or related to this Agreement or the Services to be provided hereunder to the extent permissible by law and requires the End User to look solely to RESELLER with respect to such matters, unless otherwise agreed by writing by Distributor and RESLLER;
  - i. ( requires the End User to agree that all End User use of the Services shall be lawful and to ensure that each End User complies
  - ii. fully with the applicable terms of this Agreement, the acceptable use policy for the
  - iii. Services (if any), and all applicable laws and regulations in any of its dealings
  - iv. with respect to the Services;
  - v. prohibits the End User from reselling or distributing the Services;
  - vi. indemnifies, defends and holds RESELLER Agreement v1.2 The Provider Confidential Information Distributor, and their respective affiliates, officers, directors, employees and suppliers harmless from and against any third-party claims arising out of or relating to the End User's (or its authorized users') use of the Services; (e) protects RESLLER's proprietary rights in the Services to at least the same degree as the terms and conditions of this Agreement;

- vii. makes no representations or warranties on behalf of Distributor or RESLLER, except to the extent permitted in Section 9(a);
- viii. specifies RESLLER and Distributor as express intended third party beneficiaries of the provisions in the
- ix. End User Agreement relating this Section 2(f), to the extent permitted by applicable law; and
- x. does not grant any rights to the End User beyond the scope of this Agreement.

## 6. Term and Termination

- a. Term. The term of this Agreement shall commence upon the Effective Date and continue for a period of two (2) years ("Initial Term") and shall automatically renew for additional periods of one (1) year (each a "Renewal Term"), unless either party provides the other party at least ninety (90) days' prior written notice of its intent not to renew. The Initial Term and each Renewal Term shall be collectively referred to as the "Term".
- b. Termination. Either party may terminate this Agreement without cause and without penalty by providing the other thirty (30) days' advance written notice of termination. Notwithstanding the foregoing, RESELLER shall not be entitled to terminate without cause during the Initial Term. Either party may terminate this Agreement if at any time (i) the other party breaches the Agreement, (ii) that breach has a material adverse impact on the non-breaching party, and (iii) the breaching party fails to cure such breach within thirty (30) days following receipt of written notice describing the breach. Further, either party may terminate this Agreement if the other party becomes insolvent, makes a general assignment for the benefit of creditors, suffers or permits the appointment of a receiver for its business or assets, or avails itself or becomes subject to any proceeding under any applicable bankruptcy laws or any other country, federal, state or local statutes relating to insolvency or the protection of rights of creditors. RESELLER's right and authority to purchase, market and sell a particular RESLLER's Services to End Users in the Territory will immediately terminate in the event that the applicable RESLLER Agreement is terminated or expires. Distributor will use commercially reasonable efforts to notify RESELLER in advance of any such termination or expiration.
- c. Subscription Term. The Services shall be sold by Distributor to RESELLER for usage by End Users for a fixed term, which shall be designated on the Purchase Order between RESELLER and Distributor ("Subscription Term"). Each Subscription Term shall begin on the effective date set forth on the Purchase Order and shall run for the designated term, unless otherwise terminated in accordance with the Agreement, including any applicable Documentation. The applicable Addendum may specify a minimum Subscription Term and may provide for auto-renewal of such Subscription Terms. Except as specified herein, RESELLER shall not have the right to terminate any Purchase Order or its obligations to provide Services to a particular End User during a Subscription Term.
- d. Transition Period. Following expiration or termination of the Agreement, unless otherwise set forth in the applicable Addendum, there shall begin a transition period to allow End Users to transition off of the Services ("Transition Period"). The parties shall continue to be bound by this Agreement during the Transition Period with respect to any Purchase Orders submitted prior to the effective date of expiration or notice of termination, as the case may be, for the duration of any active Subscription Terms ("Surviving Subscription Terms"). During the Transition Period, RESELLER shall not enter into any new Purchase Orders, nor shall RESELLER renew or extend the Subscription Term for any Surviving Subscription Terms.

### 4. Ordering

Ordering is as per terms in The Provider MSA

### 5. Prices and Payment Terms

Prices are as per proposal

Payment terms are as per MSA

## 7. Electronic Delivery and Hosting and Data Center Facilities

Electronic Delivery. RESLLER shall electronically deliver the Services (subject to a valid, accepted Purchase Order) directly to End Users, including any additionally required Documentation, for the purposes of this Agreement. Such Services shall be provided by RESLLER in accordance with any additional terms and conditions of use provided in any Documentation or URL Link, including, without limitation, the applicable authorized use policy for the Services ("Authorized Use Policy"), incorporated herein by reference. RESELLER and/or End User's usage of the Services remains subject, at all times, to the terms and conditions of the RESLLER's applicable Authorized Use Policy. Distributor shall not be liable for any losses, damages, claims or liabilities arising out of or in connection with an alleged or actual breach of the RESLLER's Authorized Use Policy by any RESELLER or End User. Distributor shall not be liable with respect to any breach or error in delivery, loss, damage or interruption to the Services during the Subscription Term.

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

## 8. Support and Service Level Agreements

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

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

## 9. Services Promotion and Training

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

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

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

Support Staff. RESELLER shall maintain a staff of sales, marketing and technical personnel familiar with the applications, features, benefits, operations and configuration of the Services. e. Publications & Specifications. Any and all specifications, descriptions, photographs, measurements, capacities or illustrations contained in any catalogues, price lists, brochures, leaflets, proposals, advertising matter, publications of Distributor or a RESLLER are intended to be illustrative and approximate only and shall not form part of a Contract or constitute a representation, warranty or condition regarding any Services, unless specifically agreed by written agreement between RESELLER and Distributor or constituting Documentation hereunder. No employee or agent of Distributor has any authority to make any representation regarding the Services. RESELLER acknowledges that it has not been induced to accept this Agreement or a Purchase Order hereunder by any representations or statement, oral or written, not expressly contained herein.

## 10. Warranties and Disclaimers

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

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

Disclaimer of Warranties. DISTRIBUTOR AND RESELLER DISCLAIM ALL OTHER WARRANTIES, EXPRESS AND IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUIET ENJOYMENT AND

QUALITY. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY DISTRIBUTOR OR ITS AUTHORIZED REPRESENTATIVES WILL CREATE ANY OTHER WARRANTIES OR IN ANY WAY INCREASE THE SCOPE OF DISTRIBUTOR'S OBLIGATIONS HEREUNDER.

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

RESELLER agrees Distributor's sole and exclusive liability to RESELLER and End Users regarding any Services defect claims is limited to the administration of such claims with the RESLLER and is expressly contingent upon Distributor's ability to obtain a refund, credit or replacement Services from the RESLLER. Distributor has no obligation to accept a return credit of Services where the RESELLER fails to comply with any Documentation or RESLLER's policy on Services returns.

Distributor shall not be liable or responsible for administering any defect or other claim which arises from normal usage, misuse, negligence, accident, abuse, use not in accordance with RESLLER's Documentation, modification or alteration not authorized by RESLLER, or use in conjunction with a third party product. Distributor reserves the right to determine whether any Services are defective. All charges incurred in returning or replacing Services are the responsibility of RESELLER.

#### 10. Indemnification

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

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

c. Distributor's Obligations. In connection with the indemnities provided hereunder, Distributor shall: (i) promptly notify RESELLER of any claim that is subject to RESELLER's indemnification obligations hereunder, but Distributor's failure to promptly notify RESELLER shall not discharge RESELLER of its obligation to indemnify Distributor unless and only to the extent that such failure is held to prejudice RESLLER's defense of such claim; (ii) reasonably cooperate with RESELLER in the performance of its obligations hereunder, provided any related costs or expenses incurred by Distributor shall be covered by RESELLER; and (iii) grant RESELLER the right to control the defense and settlement of any claim which is subject to indemnification, provided RESELLER pays in full any monetary component of such settlement and further provided that such settlement contains a full and unconditional release of Distributor and no admission of liability on behalf of Distributor. Notwithstanding the foregoing, (a) Distributor shall have the right to employ separate counsel and participate in the defense of such action, at Distributor's expense, and (b) if (1) RESELLER does not promptly assume the defense of any such claim following notice of its election to do so, or (2) Distributor reasonably concludes that there may be defenses available to it which are different from or additional to those available to RESELLER and which could reasonably be expected to result in a conflict of interest or prejudice to Distributor if both parties were represented by the same counsel, then Distributor have the right to undertake the defense of such claim with counsel of its own choosing, with the reasonable costs thereof to be borne by RESELLER.

#### 11. Limitation of Liability

a. DISTRIBUTOR'S LIABILITY FOR ANY DIRECT LOSS OR DAMAGE ARISING OUT OF THIS AGREEMENT AND ANY CONTRACT SHALL BE LIMITED TO, AND SHALL UNDER NO CIRCUMSTANCES EXCEED, THE ACTUAL AMOUNTS PAID BY RESELLER TO DISTRIBUTOR FOR THE SERVICES GIVING RISE TO THE CLAIM DURING THE PREVIOUS SIX (6) MONTHS, EXCLUDING ANY TAXES AND LESS ANY REFUNDS OR CREDITS RECEIVED BY RESELLER FROM DISTRIBUTOR. EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, DISTRIBUTOR AND ITS RESLLERS SHALL NOT BE LIABLE TO RESELLER FOR ANY FINANCIAL, CONSEQUENTIAL OR OTHER INDIRECT LOSS OR DAMAGE CAUSED TO RESELLER BY REASON OF ANY REPRESENTATION, WARRANTY (EITHER EXPRESS OR IMPLIED), CONDITION OR OTHER TERM, OR ANY DUTY AT COMMON LAW; OR FOR ANY SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, EXEMPLARY, OR CONSEQUENTIAL DAMAGES (INCLUDING LOSS OF PROFITS, REVENUE, RECORDS OR DATA, COSTS OF PROCUREMENT OF SUBSTITUTE SERVICES, OR DAMAGE TO REPUTATION OR GOODWILL) OR FOR ANY OTHER CLAIMS FOR COMPENSATION HOWEVER CAUSED (WHETHER CAUSED



BY THE NEGLIGENCE OF DISTRIBUTOR, ITS EMPLOYEES, AGENTS, RESSELLERS OR OTHERWISE) WHICH ARISE OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR A CONTRACT HEREUNDER, EVEN IF DISTRIBUTOR OR ITS RESSELLERS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS, LIABILITY OR DAMAGES. NOTHING CONTAINED HEREIN SHALL BE CONSTRUED AS EXCLUDING OR LIMITING DISTRIBUTOR'S LIABILITY FOR DEATH OR PERSONAL INJURY CAUSED BY DISTRIBUTOR'S NEGLIGENCE. RESELLER ACKNOWLEDGES THAT THESE ALLOCATIONS OF LIABILITY WERE AN ESSENTIAL ELEMENT IN DISTRIBUTOR'S ENTERING INTO THIS AGREEMENT AND AGREES THAT SUCH ALLOCATION OF LIABILITY ARE REASONABLE AND APPROPRIATE GIVEN THE NATURE OF THIS AGREEMENT.

#### 12. Insurance

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

i. Comprehensive General Liability Insurance including Services Liability/Completed Operations Insurance in the minimum amount of two million pounds (GBP \$2,000,000) per occurrence,; and ii. Professional Liability (also known as Errors and Omissions Liability) and Cyber Risk Insurance covering acts, errors and omissions arising out of RESELLER's operations in an amount not less than 500,000 pounds (GBP \$500,000) per occurrence.

b. RESELLER's insurance policies as required herein shall name Distributor, and Distributor's affiliates and their respective officers, directors and employees as additional insureds for any and all liability arising at any time in connection with RESELLER's or RESELLER Personnel's performance under this Agreement. Each policy shall provide that it may not be cancelled or materially altered except after thirty (30) days' advance written notice to Distributor. RESELLER shall obtain such endorsements to its policy or policies of insurance as are necessary to cause the policy or policies to comply with the requirements stated herein. RESELLER shall provide Distributor with certificates of insurance evidencing compliance with this Section (including evidence of renewal of insurance) signed by authorized representatives of the respective Reseller within thirty (30) days of the Effective Date and periodically upon Distributor's reasonable request. Each certificate of insurance shall provide that the issuing company shall not cancel, reduce, or otherwise materially alter the insurance afforded under the above policies unless notice of such cancellation, reduction or material alteration has been provided at least thirty (30) days in advance. With respect to insurance coverage to be provided by RESELLER pursuant to this Section, the insurance policies shall provide that the insurance companies waive all rights of subrogation against RESELLER and Distributor and their respective Affiliates, officers, directors and employees. RESELLER waives its rights to recover against Distributor and Global RESELLER Agreement v1.2 The Provider Confidential Information Distributor's affiliates and their respective officers, directors, and employees in subrogation or as subjugate for another party.

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

#### 13. Confidential and Proprietary Information

a. Each party acknowledges that during the course of performing its obligations hereunder it may receive Confidential Information. Each party will employ the same degree of Reseller to protect the secrecy and confidentiality of the Confidential Information of the other party as it uses to protect its own Confidential Information of a similar nature, but in no event less than a reasonable degree of Reseller. Each party will restrict the release, access and use of Confidential Information to those of its affiliates, employees, officers, directors, consultants and agents who must have access to the Confidential Information in order perform its obligations under this Agreement, provided such affiliates, employees, officers, directors, consultants and agents are subject to written agreements which contain confidentiality obligations in substance, at least as strict as those set forth herein, in order to enable each party to comply with the provisions of this Agreement or provided they are otherwise bound.

The receiving party is responsible for any breaches of confidentiality by such affiliates, employees, officers, directors, consultants and agents. Confidential Information herein shall not include information that (i) the Recipient can demonstrate by its written records to have had in its possession prior to disclosure to the Recipient by the Discloser; (ii) was part of the public knowledge or literature, not as a result of any action or inaction of the Recipient; (iii) was subsequently disclosed to the Recipient from a source other than the Discloser who was not bound by an obligation of confidentiality to the Discloser; (iv) the Recipient can demonstrate by its written records to have been independently developed by the Recipient without the use, directly or indirectly, of any Confidential Information; or (v) the Recipient is required to disclose pursuant to a court order or as otherwise required by law; provided, however, that Recipient notifies the Discloser within sufficient time to give the Discloser a reasonable period to contest such order. All Confidential Information and any Documentation is provided "AS IS" without any representation or warranty, either express or implied, as to accuracy or completeness.

#### 14. Compliance With Laws

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

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

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

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

g. Marketing Data. RESELLER agrees that Distributor may collect, store and use RESELLER data, for the purpose of facilitating its marketing and sale of the Services, and Global RESELLER Agreement v1.2 The Provider Confidential Information RESELLER hereby consents to such collection, storage and use of RESELLER data by Distributor for these purposes. RESELLER further consents to the use of such data for communicating the Services and promotional information to RESELLER via email or other electronic means unless RESELLER notifies Distributor in writing that it does not wish to receive such promotional information.

## 15. General Terms

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

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

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

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

e. Relationship of the Parties. In all matters relating to this Agreement, the relationship of the parties shall be that of independent contractors. Neither party will represent that it has any authority to assume or create any obligation, express or implied, on behalf of the other party. Nothing stated in this Agreement shall be construed as constituting Distributor and RESELLER as partners or joint venturers, or as creating the relationship of employer and employee, principal and agent, or master and servant. f. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of New York without regard to its conflicts of law principles. The United Nation's Convention on Contracts for the International Sale of Goods is specifically excluded from application to this Agreement. The parties agree that the state and federal courts located in Westchester County, New York, shall have sole and exclusive jurisdiction and venue over any matter arising out of this Agreement and each party hereby submits itself and its property to the venue and jurisdiction of such courts. Each party irrevocably waives any objection that it may now or hereafter have to the laying of venue of any such proceeding in such court, including any claim that such proceeding has been brought in an inappropriate or inconvenient forum.

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

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

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

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

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

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

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

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

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

## 11. Addendum A

### **Territory**

CONTRACT TERRITORY. The limited license granted pursuant to this Agreement shall extend throughout the United States of America and its territories and possessions (the "Contract Territory"). Licensee may submit a written request to Redline to extend the Contract Territory to additional countries. The Contract Territory will be expanded only upon written approval of Redline. This Agreement grants no right to manufacture, sell, market or distribute Licensed Products outside the Contract Territory, and this Agreement grants no right to authorize any person or entity to manufacture, sell, market or distribute Licensed Products outside the Contract Territory. Licensee agrees not to sell Licensed Products to any person or entity who Licensee knows or has reason to know intends or is likely to resell Licensed Products outside the Contract Territory.

Exclusivity. From the date of this Agreement until the Closing or the termination of this Agreement the Distributor will not (and will not permit its respective Affiliates or any of its Affiliates' representatives to) directly or indirectly: (a) solicit, initiate, or encourage the submission of any proposal or offer from any Person relating to, or enter into or consummate any transaction relating to, the acquisition of the Purchased Assets or the Subsidiary or any merger, recapitalization, share exchange, sale of substantial assets (other than sales of inventory in the Ordinary Course of Business) or any similar transaction or alternative to the contemplated transactions hereunder or (b) participate in any discussions or negotiations regarding, furnish any information with respect to, assist or participate in, or facilitate in any other manner any effort or attempt by any Person to do or seek any of the foregoing, except as may be required under the laws of Israel. Seller will notify Purchaser immediately if any Person makes any proposal, offer, inquiry or contact with respect to any of the foregoing (whether solicited or unsolicited).

### **Contractual Commitment and Ramp**

Ramp-Up Period means the period from and including the Effective Date to the earlier of (i) the first date on which the sum of the Principal Balances of all Eligible Collateral Obligations equals or is greater than the Target Portfolio Amount and (ii) the six-month anniversary of the Effective Date.