

NON-EXCLUSIVE RESELLER AGREEMENT GENERAL CONDITIONS

1. DEFINITIONS

1.1. The following terms will have the meanings defined below:

“Activation Code” means a unique license or authorization number or activation code issued by Password Boss that may be necessary for a Solution to be enabled or activated for use. For the avoidance of doubt, any references in the Agreement to “License Numbers” will be construed as referring to Authorization Codes.

“Agreement” has the meaning given by the Special Conditions.

“Affiliate” means a company controlled by, controlling, or under common control with one of the Parties to this Agreement, directly or indirectly, through one or more intermediaries.

“Agent” has the meaning given by Clause 2.8.

“Beneficiary” means a third-party organization for whom MSP provides Managed Services for such organization’s own internal business use.

“Brand Features” means the media materials, trade names, trademarks, service marks, logos and other distinctive brand features of Password Boss relating to a Solution, as updated by Password Boss from time to time.

“Brand Guidelines” means applicable Password Boss brand guidelines, media materials, policies and other similar policies (if any) accessible through the Password Boss Portal, as Password Boss may update it from time to time.

“Cancellation Policy” means an applicable cancellation policy (if any) listed on the Password Boss Portal, as Password Boss may update it from time to time.

“Clause” means a provision of these General Conditions.

“Company” has the meaning given by the Special Conditions.

“Company Portal” means a website or other online property or facility owned or operated by Company or its Affiliates from which End Users within the Territory can download or enable Solutions.

“Confidential Information” has the meaning stated in Clause 12.1.

“Currency” means the currency indicated in Schedule “A” that Password Boss will use when generating invoices for Company’s Orders, unless otherwise agreed to in writing by the parties.

“Device” means a computer, tablet, smart phone, server, or other device suitable to be used with a Solution.

“Dispute” for purposes of this provision, means any dispute, action, or other controversy regardless of the particular cause(s) of action asserted (i.e., it encompasses, among any other potential cause of action or legal basis, claims for breach of contract, fraud, violation of statute or regulation, or any other claim under Law). The foregoing definition of “Dispute” will be given the broadest possible meaning permitted under Law.

“Effective Date” has the meaning given by the Special Conditions.

"End User" means an individual or entity purchasing a Solution for its own use and not for resale, in each case only to the extent that Company pays or arranges payment to Password Boss for such Solution.

"End User Data" Information input directly to the Software by individual End Users into a specific individual End User account, but specifically excluding any email address, purchase history and any other data gathered by Password Boss during the provisioning and delivery of a Solution to End Users or Company.

"EULA" means an end user license agreement between Password Boss (or, if applicable, its Affiliate or Third Party supplier) and an End User in respect of the applicable Solution.

"Exclusive Territories" means the countries listed as such (if any) on the Password Boss Portal, as Password Boss may update it from time to time, for which Password Boss may have appointed an exclusive distributor or reserved to itself.

"Fees" means fees specified in each Order which are to be paid by Company to Password Boss pursuant to this Agreement.

"Fulfill" means delivery or performance of any element of an Order or a Solution (which for the avoidance of doubt, may include the delivery of an Activation Code) (and **"Fulfilled," "Fulfilling"** and **"Fulfillment"** will be construed accordingly).

"General Conditions" means the General Conditions as defined in the Special Conditions.

"Governmental Authority" means any federal, national, provincial, state or local government or other political subdivision thereof, any entity, authority, agency or body exercising executive, legislative, judicial, regulatory or administrative functions of any such government or political subdivision, and any super-national organization of sovereign states exercising such functions for such sovereign states.

"Intellectual Property" or **"Intellectual Property Rights"** means any and all registered or unregistered, past, present, and future rights of the following types, which may exist or be created under the Laws of any jurisdiction in the world: (i) rights associated with works of authorship, including exclusive exploitation rights, copyrights, moral rights, semiconductor topography rights and mask works; (ii) trademark and trade name rights and similar rights; (iii) trade secret rights; (iv) patent and industrial property rights; (v) domain names, URLs and websites; (vi) any and all other proprietary rights in software, software code (in any form, including source code and executable or object code), user interfaces, and other forms of technology (whether or not embodied in any tangible form); and (vii) rights in or relating to registrations, renewals, extensions, combinations, divisions, continuations, continuations in part, reexaminations, continued prosecution applications, requests for continued examination, and reissues of, and applications for, any of the rights referred to in sub-items (i) through (vi) above.

"Law" means any federal, national, provincial, state or local government (or other political subdivision thereof) laws, rules, regulations, ordinances or judicial decisions enacted or issued by a court or other Governmental Authority of any country, state, province, county, city or other municipality.

"Managed Services" or **"MSP Services"** means managed services provided by MSP to Beneficiaries through the authorized use of a Solution.

"MSP" means a managed services provider.

"NFR Licenses" means the not for resale licenses provided to Company at no cost from Password Boss for Company's internal use of a Solution. The quantity of NFR licenses is based on Company's Partner Level

"Notice" means notice given in accordance with Clause 17.1.2 (and **"Notification," "Notify"** and **"Notifies"** will be construed accordingly).

"Notice of Dispute" has the meaning stated in Clause 17.3.2.

"Order" has the meaning stated in Clause 2.3.

"Paragraph" means a provision of the Special Conditions.

"Partner Level" means the level identified in Schedule A of the Special Conditions.

“Party” means Password Boss or Company as the context requires. **“Parties”** means both every Party.

“Password Boss” has the meaning given by the Special Conditions and Clause 2.8.

“Password Boss Portal” means a website or other online property or facility owned or operated by Password Boss (or, if applicable, its Affiliate or Third Party supplier), for use by Password Boss’s existing and future resellers and Sub-Resellers of Solutions, accessible at <https://partner.passwordboss.com> and/or such other website or other online property or facility as Password Boss provides by Notice to Company. The Password Boss Portal contains important information about the terms and conditions of this Agreement and other relevant commercial terms and conditions, policies and requirements for purchasing Solutions.

“Password Boss Service” means any service of Password Boss (or, if applicable, its Affiliate or Third Party supplier) made available under this Agreement for purchase and resale by Company, and as Password Boss (or, if applicable, its Affiliate or Third Party supplier) may modify the same from time to time.

“Personally Identifiable Information” means information that can be used to uniquely identify, contact or locate a single natural living individual person or can be used with other information to uniquely identify, contact or locate a single natural living individual person, includes any expression of opinion about the single natural living individual person or the intentions of any Party in respect of the single natural living individual person, and shall be deemed to include any “personal data” (as this term is used by: (i) the EU Data Protection Directive 95/46/EC in the period from the Effective Date up to May 25, 2018; (ii) the EU General Data Protection Regulation (2016/679) in the period from May 25, 2018 and continuing thereafter); and the California Consumer Privacy Act.

“Privacy Policy” means the Password Boss privacy policy available at <https://www.passwordboss.com/privacy-policy> as updated or amended from time to time.

“Sub-Reseller” means a Third Party through whom Company or its Affiliates, if and to the extent authorized by this Agreement, has agreed to sell Solutions to End Users.

“Service” with respect to each End User, means the support or any other service (including a Password Boss Service) that Company has agreed to provide or sell to such End User.

“Software” means any software product or products of Password Boss (or, if applicable, its Affiliate or Third Party supplier) made available under this Agreement for purchase and resale by Company, and as Password Boss (or, if applicable, its Affiliate or Third Party supplier) may modify the same from time to time.

“Solution(s)” means Software and/or Password Boss Services as the context requires.

“Special Conditions” means the Password Boss Non-Exclusive Reseller Agreement Special Conditions that the Parties have executed.

“Subscription Term” with respect to each End User or group of End Users, means the period for which Company has paid or agreed to pay for use of the applicable Solution. For the avoidance of doubt, any references in the Agreement to Subscription Period will be construed as referring to Subscription Term.

“Taxes” means any present or future tax imposed by the Laws of any country in the Territory and the countries in which the Parties and their Affiliates are located and shall include (but shall not be limited to) value added tax, sales tax, customs duties, governmental charges, withholding taxes, taxes incurred on transactions between a Party and its Affiliates or Third Party contractors, and any other similar levies that are required to be collected, withheld or paid with respect to such collected amounts including (but not limited to) back-end taxes, social contributions, and/or taxes imposed on the international remittance of money (except taxes on net income).

“Term” means the Term as set forth in the Special Conditions.

“Territory” means the country in which Company’s principal place of business is located and such other geographic areas as Password Boss may specify in this Agreement, provided always that “Territory” excludes in all circumstances: (i) any territory or

country which may cause Company to be in breach of Clause 15.5 at any time during the Extended Term; and (ii) the Exclusive Territories.

“Third Party” means a person or entity other than Password Boss and Company and Company’s Affiliates.

1.2. Capitalized terms defined elsewhere in these General Conditions, the Special Conditions, or the Order, have the meanings included in such definitions.

2. LICENSE GRANT

2.1. Subject to the terms and conditions of this Agreement, Password Boss hereby grants to Company, for the Term, a limited, non-exclusive, license to market, promote, and license Solutions in the Territory directly to End Users, and if allowed in the Special Conditions to distribute Solutions to Sub-Resellers for further license to End-Users, as described further in this Agreement. Company may not reproduce or otherwise use a Solution to make, license, sell or distribute derivative works of Solutions, or offer or use a Solution in a manner that interferes with the offering, use, and licensing of a Solution by Password Boss to its customers. Company acknowledges and agrees that this Agreement and the license granted herein is non-transferable, non-assignable, and sublicensable only as expressly set forth in this Agreement. All rights not expressly granted are reserved by Password Boss.

3. ORDERS; REPORTING AND FULFILLMENT

3.1. Pricing. Password Boss’s prices for Solutions are listed on Schedule A. Password Boss may provide notice of price changes to Company through the Portal or electronic or physical mail or facsimile.

3.2. Ordering. Company will submit orders to Password Boss on a regular basis through the Password Boss Portal.

3.3. Delivery of Products. Password Boss will provision a Solution based on the End User information provided by Company. Company must provide End Users with the administrative log in credentials Password Boss provides for accessing the applicable Solution. Upon receipt and acceptance of a valid order for a Solution, Password Boss will provision the Solution for the benefit of the applicable End User. Each such accepted order being referred to as an **“Order”** in this Agreement.

3.4. Password Boss may send direct communications to End Users related to the terms of the EULA or the operation or delivery of the Solution. Company must provide Password Boss with accurate contact information for the administrator of each End User. Company will use commercially reasonable efforts to provide information that is accurate and current.

3.5. Credit Worthiness and Collection Guidelines. Company will decide whether to extend credit to its End Users. An End User’s failure to pay Company will not relieve Company of its payment obligations to Password Boss.

3.6. To enable or activate any Solution, Company or the End User may be required to obtain an Activation Code from Password Boss in accordance with the procedures then-currently effective and established on the Password Boss Portal. Where applicable, Company will be solely responsible for obtaining and distributing Activation Codes to its End Users.

3.7. Company agrees to comply at all times with all Password Boss terms and conditions, policies and requirements available on the Password Boss Portal.

3.8. Password Boss, at Password Boss’s sole option, may appoint one or more Third Parties (each, an **“Agent”**) to perform any duties or exercise any rights of Password Boss under this Agreement, via any contact center, website or other online property, facility or service, or other means of communication, including offering, receiving, accepting or Fulfilling Orders, acting as seller of record and/or merchant of record in respect of any Order, conducting credit checks, issuing and processing invoices for Fees, processing and collecting payment of Fees (together with any interest that may accrue) and communicating with Company in respect of any such matters. Provided, that Password Boss or the Agent provides Company with such letters of authorization, certifications or other documentation that Company may reasonably require, Company will honor the appointment of the Agent and the Agent’s full scope of authority. All references to **“Password Boss”** in this Agreement will, as the context requires, be deemed to include an Agent to the extent only that such reference, matter or activity is within the Agent’s scope of authority.

4. END USER EULA AND SUBSCRIPTION TERMS

4.1. End User EULA Acceptance. Each End User must accept an End User EULA to order Solutions from Company. If Password Boss updates the EULA, then End User must accept the new EULA at or before renewal of their Subscription. By placing an

Order with Password Boss, Company (i) represents and warrants that End User has accepted the EULA terms and (ii) agrees to pay Password Boss for all End User Orders it submits for Solutions. Password Boss may accept or reject any proposed End User at Password Boss's discretion.

- 4.2. **Fixed term.** Company may sell a Solution for a term of any length as determined by Company, provided, however (i) certain Solutions will be sold by Password Boss to Company for a fixed term as set forth in the Password Boss Portal, and (ii) Company's election to sell Solutions to Customers for a period longer than the fixed term set forth in the Password Boss Portal will not alter or enlarge Password Boss's obligations under the Agreement.
- 4.3. **Auto-Renewal.** Subscriptions will automatically renew at the end of any term. Company may opt an End User out of this automatic renewal system by updating the Subscription through the Password Boss Portal. Each renewal term will be for the period specified in the Password Boss Portal. Pricing for a renewal term will be Password Boss's pricing in the price list in effect as of the commencement of the renewal term.
- 4.4. **Disablement.** Company may disable an End User's Subscription. Depending on the Solution, End User will have limited or no access to the Solution. Password Boss will not be liable in any manner whatsoever to End User arising out of Company's disablement of the End User's Subscriptions. Password Boss may disable an End User's Subscription for legal or regulatory reasons or as otherwise permitted under this Agreement or the EULA with the End User, and Password Boss will notify Company of a disablement as soon as commercially reasonable. If Password Boss disables an End User's Subscription, Password Boss also will suspend billing to Company for that End User's Subscription unless and until the Subscription is re-enabled.
- 4.5. **Cancellation.** Company may cancel a Subscription for a Solution for an End User, however: no refunds will be allowed. Upon cancellation, End User will have thirty (30) days to migrate any End User Data to either a new Subscription with Password Boss directly, or some other service. Upon request, Password Boss may assist End User with migration of its End User's Data at an additional charge agreed to between Company and Password Boss.

5. SUPPORT

- 5.1. **Support.** Company must provide support services to End Users for all Solutions it resells and will include this requirement in its agreements with its End Users. Company must provide End User support for Solutions on a continuous basis. Company will be the point of contact for its End Users for all operational or technical support questions related to the Solutions. Company is responsible for informing End Users of Company support processes.

If an End User contacts Password Boss directly for support, Password Boss at its sole discretion may offer End Users support or redirect End Users to Company.

Examples of support services include but are not limited to: account set-up; sign up, accounts and billing; "how to" articles and FAQs; service and software updates; software configuration; performance issues within Company's span of control; client connectivity and client desktop; and service availability issues within Company's span of control.

- 5.2. **Escalation Support.** Password Boss will provide Company escalation support for undocumented scenarios and service impacting events. "Escalation Support" is defined as support that Company cannot reasonably provide to Company's End Users because it does not have the necessary training, documentation and/or support tools.

If Password Boss determines that Company is inappropriately escalating issues then, upon request by Password Boss, Company will meet to discuss a remediation plan. If Password Boss determines that remediation is necessary, Company will provide a report to Password Boss of Company's support capabilities and will perform any necessary additional training of its personnel

6. PASSWORD BOSS OBLIGATIONS

Password Boss, subject to the terms and conditions of this Agreement, will:

- 6.1. Provide or make available to Company the then-current versions of the Solutions purchased by Company under this Agreement. Thereafter, Password Boss will provide or make available to Company each updated version of such Solutions as Password Boss makes the same generally commercially available. Provision of such Solutions and any updates may be either directly to Company or through the Password Boss Portal or Website.

6.2. Provide or make available to Company electronic copies of brochures, specification sheets, logotypes, graphics, web templates, copywriting and other marketing materials regarding Solutions either directly or through the Password Boss Portal.

7. ADDITIONAL COMPANY'S OBLIGATIONS

Company, will:

- 7.1. Make the Solutions available in the Territory, using the marketing materials Password Boss supplies and such modified materials and additional materials as Password Boss has approved in advance.
- 7.2. Pay all Fees and other amounts owing by Company in respect of this Agreement.
- 7.3. Company is solely responsible for paying all costs associated with Company advertising and promoting the Solution. Company shall ensure that all materials Company uses to advertise, promote, and license a Solution will be professional and accurate and present the Solution in a positive manner. To the extent proscribed in applicable law, Company will not use any unsolicited, unconsented to, or spam email to promote a Solution.
- 7.4. Access the Password Boss Portal from time to time, but in any event at least once in every 15 calendar days, using an individualized user name provided by Password Boss and a password created by Company. Company shall protect its user name and password from unauthorized use, and any additional usernames and passwords created by Company for use by Company employees, and promptly Notify Password Boss if it has reason to believe or suspect that the security or confidentiality of the user name or Password has been or may be compromised. Company will be responsible for any loss, damage, costs and inconvenience suffered or incurred by Password Boss in consequence of any loss or misuse of the user name or Password by any person connected with Company or by any Third Party, whether or not known to Company.
- 7.5. As between Password Boss and Company, be solely responsible for: (i) performing its obligations under any agreement it might have with End Users (including in respect of Solutions); (ii) ensuring that Company complies and requiring in its agreements with End Users that its End Users comply, with all applicable Laws concerning the monitoring of employees and other Third Parties and their respective Devices.
- 7.6. If agreed by the Parties, at mutually agreeable times during the Term: (i) make its sales personnel available for sales training relating to the Solutions and, (ii) make its technical personnel available for training in the installation, activation and support of the Solutions, and (iii) make its training personnel available for "train the trainer" classes. Except as the Parties otherwise agree, all such training will be conducted in English over the Internet.
- 7.7. To the extent Company transmits to Password Boss personally identifiable information of an End User, Company shall be solely responsible for correctly and lawfully collecting and transferring such information to Password Boss.
- 7.8. Company will not violate any Law, including without limitation, any consumer protection or data privacy law, in connection with the advertising, marketing, promotion, distribution, licensing, or supporting a Solution, or collection, storage, and transmission of End User information.
- 7.9. Company will refrain from any activity that, in the sole discretion of Password Boss, reflects adversely on the reputation or good will of Password Boss or a Solution, and upon notice of such activity from Password Boss, Company will immediately cease all such activity.
- 7.10. Share feedback, comments or suggestions regarding the Solutions with Password Boss on a regular ongoing basis. Password Boss accepts no obligation to respond or act on any such feedback, comments or suggestions, and this invitation to comment does not constitute any admission of liability for product failure in respect of a Solution. Company grants Password Boss a perpetual, irrevocable, transferrable, sublicensable, fully paid-up, royalty-free, worldwide right and license to use, copy, record, distribute, reproduce, disclose, sell, re-sell, sublicense (through multiple levels), modify, display, publicly perform, transmit, publish, broadcast, translate, make derivative works of, and otherwise exploit in any manner whatsoever Company's feedback, comments and suggestions in respect of any Solution and other products and services.
- 7.11. Not: (i) use any trademark for a Solution name, or permit use of the same, in conjunction with a product or service other than the applicable Brand Feature approved by Password Boss; (ii) make any representation, warranty, claim or promise to any Third Party (including a Sub-Reseller), End User or potential End User, in relation to any Solution, that is not contained in

documentation, specifications, EULA or marketing materials provided to Company by Password Boss; (iii) remove or otherwise interfere with the EULA provided with the Solution or accept the EULA on the End User's behalf (except as specified in Clause 3.1); (iv) actively market or promote Solutions outside of the Territory, or permit any Third Party (including a Sub-Reseller) to do so, without Password Boss's written consent, provided, that no consent is required for Company to accept unsolicited orders from outside the Territory (provided that the order is not from a Sub-Reseller in the Exclusive Territories); or (v) accept orders from a Sub-Reseller in the Exclusive Territories.

- 7.12. Not, and will not authorize or assist any End User, or potential End User or other Third Party (including a Reseller) to: (i) use any Activation Code supplied by Password Boss in connection with any Solution on more than the authorized number of Devices or End Users, specified by then-current Orders; (ii) disclose any Activation Code to any party other than the applicable Reseller, End User, Password Boss or Password Boss designated representatives; (iii) except as expressly authorized by Law, (A) reverse engineer, disassemble, decompile, translate, reconstruct, transform or extract any Software or any portion of the Software (including any related website or application field detection routines), or (B) change, modify or otherwise alter any Software (including any related website or application field detection routines); (iv) publish, broadcast, transmit, communicate, transfer, pledge, rent, share or sublicense any Solution; (v) grant any Third Party access to or use of any Solution on a service bureau, timesharing, or application service provider basis or other similar basis; (vi) test or benchmark, enable or allow any Third Party to test or benchmark, or disclose or publish testing or benchmark results, for any Solution without Password Boss's prior written consent (which Company may request by email to legal@passwordboss.com); or (vii) defeat or circumvent, attempt to defeat or circumvent, or authorize or assist any Third Party in defeating or circumventing controls on the installation or use of any Solution.

8. UPDATES; MONITORING

- 8.1. From time to time during the Extended Term, and without separate permission or consent from Company and its Affiliates, and their Sub-Resellers and End Users or any other Third Party, Password Boss may deploy updates for any Solution, and as a result of such deployment the Solution or the applicable Device (or certain functions of the Device) may be unavailable until the update is fully installed or activated. Updates will be deemed a part of the Solution for all purposes under this Agreement. Updates may include both additions to, and removals of, particular features or functionality offered by the Solution, and the content, features and functionality of such updates is at the sole discretion of Password Boss. Password Boss is not required to offer Company or the End User the option to decline or delay updates (whether on the Device or otherwise). Company or the End User will need to download and permit installation of all available updates to obtain maximum benefit from the Solution. Password Boss in its sole discretion will determine when and if updates are appropriate and has no obligation to make any updates available. Password Boss in its sole discretion may stop providing: (i) support for Solutions until the updates have been accepted and fully installed or activated; (ii) updates for any version of a Solution other than the most current version; or (iii) updates supporting use of a Solution in connection with any versions of operating systems, email programs, browser programs and other software with which the Solution is designed to operate.
- 8.2. PASSWORD BOSS MAY MONITOR USE OF A SOLUTION TO CONFIRM THAT IT COMPLIES WITH THE TERMS OF THIS AGREEMENT AND THE APPLICABLE EULA. SHOULD PASSWORD BOSS DETERMINE THAT COMPANY OR ITS AFFILIATE, OR THEIR SUB-RESELLER OR END USER IS CONTRIBUTING TO OR CAUSING COMPANY TO BE IN BREACH OF THIS AGREEMENT OR THE APPLICABLE EULA, PASSWORD BOSS, IN ADDITION TO SUCH OTHER RIGHTS THAT MAY BE AVAILABLE AT LAW, EQUITY OR OTHERWISE, MAY SUSPEND THE OFFENDING PARTIES' ACCESS TO OR USE OF THE AFFECTED SOLUTIONS, AND/OR TERMINATE FOR CAUSE THE AGREEMENT UNDER WHICH THE OFFENDING PARTY RECEIVED, OR IS LICENSED TO USE, THE SOLUTIONS. IN SUCH CASE, PASSWORD BOSS AND ITS AFFILIATES WILL HAVE NO LIABILITY TO COMPANY AND ITS AFFILIATES OR SUB-RESELLERS FOR ANY CLAIMS BROUGHT AGAINST COMPANY OR ITS AFFILIATES BY COMPANY OR ITS AFFILIATES, OR THEIR SUB-RESELLERS OR END USERS WHO WERE PREVENTED FROM RESELLING OR USING THE AFFECTED SOLUTIONS.

9. FEES; TAXES; LATE PAYMENT

- 9.1. Fees: Company will pay Password Boss the Fees established by each Order in accordance with Schedule A. Except as otherwise specified in the Special Conditions or an Order: (i) all payment obligations are non-cancelable, and Fees paid are non-refundable; and (ii) quantities of Solutions ordered cannot be cancelled or decreased during the relevant Subscription Term. Company must manage its own credit risk. Company's payment to Password Boss is not dependent on receipt of payments from End Users, even in the case of insolvency.
- 9.2. Taxes. All Fees and any other amounts payable under this Agreement are stated exclusive of, and subject to, applicable Taxes which shall be charged in addition to the Fees, where applicable, in the relevant jurisdiction at the rate in force (which may change from time to time).

9.3. **Late Payment.** If Company fails to make any payments by the due date, Password Boss may take any of the following actions: (i) Password Boss may hold all pending orders, suspend further shipments or End User access to any Solution under any agreement between Password Boss and Company until Password Boss receives all payments due under this Agreement; (ii) Password Boss may charge interest on the past due amount from the first day the amount is past due until the amount is paid in full. This includes any before or after judgment amounts. Interest will be charged at 1.5 percent per month (or the greatest amount allowed by state law) for all overdue balances. Company will pay Password Boss interest on demand. Company is responsible for all collection or legal fees necessitated by lateness or default in payment.

9.3.1. If Password Boss chooses to take any of these actions, it does not waive any other right or remedy it may possess.

9.3.2. Company may not withhold payment or take deductions from any invoice amount (by offset, counterclaim, or otherwise) before Password Boss issues a credit. This includes returns, rebates, price adjustments, billing errors, shipping claims, handling fees, allowances, remittance costs and other charges.

10. REPORTING; RECORDKEEPING; AUDITS

10.1. Company, within 10 days of Password Boss's request, will provide Password Boss with a report in the form specified by Password Boss detailing Company's then-current sales and deployment of Solutions under this Agreement, which report will be certified accurate and complete by an officer of Company.

10.2. Company, during the Term and for 3 years thereafter, will maintain complete and accurate records concerning its use, resale or distribution of Solutions. No more than once in any 12 month period, Password Boss or its representative may audit Company's records for the sole purpose of confirming Company has purchased and paid for (under then-currently effective Orders) all its use, resale or distribution of Solutions. Any such audit will be conducted during regular business hours at Company's offices and will not interfere unreasonably with Company's business activities. Should such audit reveal any use, resale or distribution of Solutions in excess of what has been purchased and paid for under then-currently effective Orders, Password Boss may charge Company for all such non-purchased and non-paid for usage, resale or distribution at the rate of 120% of the Password Boss's then-current list price for such Solutions.

11. TERMINATION

11.1. Without prejudice to its other rights or remedies, either Party may terminate this Agreement immediately by Notice to the other Party, in circumstances where the other Party:

11.1.1.1. commits a material breach of any of its obligations under this Agreement, and either that breach is incapable of remedy or the other Party has failed to remedy that breach within 15 days after receipt of Notice requiring it to remedy that breach; or

11.1.1.2. is unable to pay its debts when they fall due, becomes insolvent, enters into or proposes to enter into any composition or arrangement with its creditors generally, an order is made or a resolution is passed for the administration, winding-up or dissolution of the other Party, or anything analogous to the foregoing occurs in any applicable jurisdiction.

11.2. Without prejudice to its other rights or remedies, Password Boss may terminate this Agreement, and/or suspend or terminate its performance of any affected Orders, immediately by Notice to Company if: (i) Company violates its obligations in Clause 13.1; (ii) Password Boss becomes aware of information suggesting that Company has distributed or used any Solution for any unauthorized purpose or other than in accordance with the terms of this Agreement or the EULA; or (iii) Company fails to make timely payment of any Fees and any other amounts owing under this Agreement.

11.3. Neither the expiration nor termination of this Agreement will affect any Orders accepted or Fulfilled by Password Boss during the Term and the Parties' payment and other obligations under each such Order will survive for the Subscription Term (including any extensions), unless and until Password Boss terminates the Order in accordance with this Agreement. Subject always to the preceding sentence, on expiration or termination of this Agreement, the licenses granted to Company by this Agreement will terminate, and Company will within 15 days following termination, deliver to Password Boss all Solutions, Activation Codes and documentation covered by this Agreement, or destroy or erase any versions of such material which cannot be returned to Password Boss.

11.4. Any termination or expiration of this Agreement will not affect any rights or liabilities of either Party which have accrued up to the date of termination or expiration, nor will it affect the coming into force or the continuance in force of any provision

of this Agreement which is expressly or by implication intended to come into force or continue in force on or after the date of termination or expiration. On the expiration or termination of this Agreement, Password Boss (in addition to such other remedies as may be available at Law or equity) may, at its option, contract directly, or assign to another distributor or reseller, the right to contract directly with Company's End Users in order to provide Solutions to such End Users, provided that nothing in this sentence will be construed as authorizing Password Boss to contract directly with Company's End Users except in circumstances where Password Boss terminates this Agreement pursuant to Clause 11.1 or 11.2. Neither the expiration nor termination of this Agreement will affect End Users' licenses (under the applicable EULA) to use any Solution properly distributed by Company to such End User in accordance with the terms of this Agreement.

11.5. Neither the expiration of this Agreement or the termination of this Agreement by either Party for any reason will entitle Company to any termination compensation, or any payment in respect of any goodwill created by Company during the Term. Company agrees to waive any right to receive any such compensation or payment under this Agreement, any Prior Agreement and any applicable Laws.

12. INTELLECTUAL PROPERTY RIGHTS; IP AND OTHER INDEMNIFICATION

12.1. Company hereby agrees and undertakes as follows:

12.1.1. to honor the Intellectual Property and Brand Features of Password Boss, comply with the applicable Brand Guidelines, not to challenge the validity of Password Boss's Intellectual Property Rights and not impede in any way Password Boss's ability to secure Intellectual Property Rights in any Solution;

12.1.2. not to embody any portion of, or file any application claiming Password Boss Intellectual Property Rights in, including, or relating to, any Solution or Confidential Information of Password Boss (even if it is released to the public at a later stage), including any patent, trademark, or copyright applications;

12.1.3. not to include any Brand Feature or any variation thereof in Company's corporate name, fictitious name, or Internet domain name, or social media user name or handle (and if at any point Company gains ownership or other control over an Internet domain name or social media user name or handle which contains or uses any Brand Feature or any variation thereof, to immediately assign and transfer the Internet domain name or social media user name or handle to Password Boss);

12.1.4. to acknowledge (and not to take any actions in contravention of the same) that Password Boss, as between Company and Password Boss, owns and will at all times exclusively own and retain all Intellectual Property Rights in and to the Solutions

12.2. Company agrees that this Agreement grants Company a limited license pursuant to the license terms set forth in the Agreement and does not contemplate any transfer to Company of any Password Boss Intellectual Property or Intellectual Property Rights. Without limiting the foregoing, all goodwill associated with the use of the Brand Features inures to Password Boss, and Company does not obtain any ownership or other right to any Brand Features, other than the limited right to use the Brand Features as authorized by this Agreement.

12.3. Company will reproduce all notices and attributions, including copyright notices, confidential and proprietary legends, and trademarks (in the same manner as they exist on copies of Software provided by Password Boss to Company) on each Solution that Company reproduces or distributes pursuant to this Agreement.

12.4. Company will implement and maintain adequate security measures that safeguard all access to and copies of any Solutions in its possession or control, from any use or access by any unauthorized party.

12.5. Company agrees to indemnify, hold harmless and defend Password Boss and its directors, officers, employees and agents from and against all losses, liabilities, damages, awards, reasonable settlement payments, claims and expenses, including reasonable attorneys' fees and court costs (collectively "Damages"), arising out of or relating to any claim by any Third Party (a "Claim"), which Third Party, in the case of Company's indemnification is unaffiliated with Password Boss and is arising out of Company's marketing, promotion, sale, licensing, distribution, or support of a Solution, provided that: (i) Password Boss notifies Company promptly in writing of any such claim, provided any failure to provide such prompt notice shall alter Company's obligations hereunder only to the extent Company is materially prejudiced thereby; (ii) Password Boss cooperates with Company in all reasonable respects in connection with the investigation and defense of any such claim at Company's expense; and (iii) Company shall have sole control of the defense of any action on any such claim and all

negotiations for its settlement or compromise, provided any final settlement shall require the consent of Password Boss if the settlement terms admit any wrongdoing on the part of Password Boss or fails to obtain a general release of liability for Password Boss. In all events, Password Boss shall have the right to participate in the defense of any such suit or proceeding through counsel of its own choosing at Password Boss's own cost.

13. CONFIDENTIALITY

- 13.1. **"Confidential Information"** means all information and know-how (whether or not patentable and whether or not copyrightable), in any form whatsoever (and whether or not the information is expressly stated to be confidential or marked as such either before or after the Effective Date), which is owned, possessed or used by one Party (the **"Owner"**) that the Owner discloses or has disclosed to the other Party (the **"Recipient"**) or to which the Recipient gains or has gained access by virtue of the Parties' relationship and the purposes of this Agreement, in each case prior to, on or after the Effective Date, including (but not limited to) any (i) business, commercial, operational, management or financial information, customer lists, price lists, data, processes, models, personnel data and any other data or know how; (ii) analyses, compilations and other material prepared by the Recipient which contain, reflect or are generated from the information described in item (i) above; and (iii) the existence and content of this Agreement; provided always that Confidential Information will not include information which: (A) is or becomes available to the public other than as a result of disclosure by the Recipient or its employees in violation of this Agreement; (B) was known to the Recipient prior to Recipient receiving the same pursuant to this Agreement and not otherwise restricted by contract or Law; (C) becomes available to the Recipient on a non-confidential basis from a Third Party or source not restricted by contract or Law regarding such information; or (D) Recipient can demonstrate through documentary evidence was independently developed by Recipient without use of, or reference to, the Confidential Information.
- 13.2. The Recipient will use the Owner's Confidential Information solely for the purposes contemplated by this Agreement and such other purposes as the Parties may expressly agree in writing, and for no other purposes whatsoever. Without limiting the foregoing, the Recipient will in no event directly or indirectly use the Owner's Confidential Information in the design, development, production, marketing, sale or use of software, services or products competitive with those of the Owner.
- 13.3. The Recipient, without the Owner's prior written consent, will not disclose the Owner's Confidential Information to any Third Party, provided, however, the Recipient may disclose such Confidential Information to those Affiliates and employees of, and advisors to, the Recipient and/or its Affiliates who need to know such information for the purposes contemplated by this Agreement and only if such Affiliates and such employees and advisors have a legal duty to Recipient to maintain the confidentiality of the Confidential Information; and Recipient will be responsible for a breach of this Agreement by any such persons. In addition, Recipient may disclose Owner's Confidential Information as required by the order or requirement of a Governmental Authority; provided, however, that the Recipient will provide prompt Notice thereof to the Owner and, at Owner's reasonable request and expense, assist Owner in obtaining a protective order or otherwise prevent public disclosure of such Confidential Information.
- 13.4. Each Party will promptly Notify the other Party of any breach of this Clause 12 committed by the first Party, its Affiliates or any of its employees.

14. REPRESENTATIONS AND WARRANTIES

- 14.1. Each Party represents and warrants to the other Party that: (i) if applicable, it is a duly organized and validly existing corporation, limited liability company, limited partnership or other entity in good standing under the Laws of the jurisdiction in which it was formed, and that it has the right and capacity to enter into this Agreement; (ii) it has full power and authority to grant the rights granted by it under this Agreement and that there are no outstanding obligations or agreements that conflict with this Agreement; (iii) when its duly authorized representative execute, accept or otherwise bind such Party to this Agreement, this Agreement will constitute a valid and legally binding obligation on that Party that is enforceable in accordance with the terms of this Agreement; and (iv) it is solvent and that no insolvency or bankruptcy decision, nor any decision to wind-up its affairs, has been filed, no petition has been filed to initiate proceedings to issue such decision, no resolution has been adopted by a competent body regarding the winding up of its affairs which petition or resolution has not been withdrawn, and that as of the date of execution of this Agreement, no legal grounds exist for such a decision, petition or resolution.

- 14.2. Password Boss (or, if applicable, its Affiliate or Third Party supplier) may extend a warranty to End Users in respect of the Solution pursuant to the terms of the EULA or other end user agreement entered into directly by Password Boss (or, if applicable, its Affiliate or Third Party supplier) with that End User.
- 14.3. THE SOLUTIONS ARE PROVIDED "AS IS." EXCEPT AS SET FORTH IN CLAUSE 14.1 PASSWORD BOSS EXPRESSLY DISCLAIMS AND EXCLUDES ANY AND ALL OTHER TERMS, WARRANTIES AND CONDITIONS WHETHER EXPRESS OR IMPLIED, INCLUDING: (i) ALL IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, SUITABILITY AND FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO ANY SOLUTION, TITLE, AND NON-INFRINGEMENT; (ii) ALL WARRANTIES OR CONDITIONS THAT ANY SOLUTION WILL MEET THE REQUIREMENTS OF COMPANY OR ITS AFFILIATES, OR THEIR SUB-RESELLER OR END USER, OR ANY THIRD PARTY, OR OPERATE IN ANY COMBINATION WITH ANY DEVICE, COMPANY PORTAL, OPERATING SYSTEM OR SOFTWARE; AND (iii) ANY WARRANTY THAT COMPANY OR ITS AFFILIATES WILL RECEIVE ANY MINIMUM AMOUNT OF REVENUE AS A RESULT OF THE RESALE OR DISTRIBUTION OF ANY SOLUTIONS UNDER THIS AGREEMENT. NO WARRANTY IS GIVEN BY PASSWORD BOSS OR ITS AFFILIATES THAT ANY SOLUTION WILL BE BUG-FREE, ERROR FREE, OR WILL OPERATE WITHOUT INTERRUPTIONS.

15. LIMITATION OF LIABILITY

- 15.1. Password Boss and its Affiliates will only be liable for direct damages arising in relation to this Agreement. In no event will Password Boss and its Affiliates be liable (whether based on a claim in contract, tort (including negligence), under an indemnity, breach of statutory duty or otherwise) under or in connection with this Agreement, for (a) indirect, incidental, consequential or special losses; (b) any loss of profit, revenue, goodwill, opportunity, business or contracts (whether direct or indirect); and (c) any wasted expenditure, work stoppage, Device failure or malfunction, loss of data, loss of work product or breach of data security (whether direct or indirect); even if Password Boss and its Affiliates have been advised of the possibility of any such damage or loss.
- 15.2. The total aggregate liability of Password Boss and its Affiliates to Company and its Affiliates in respect of all claims, losses or damages, whether based on an action or claim in contract, tort (including negligence), breach of statutory duty, under an indemnity or otherwise, arising out of, or in connection with, this Agreement, will be limited to the amount actually paid by Company to Password Boss for the affected Solutions during the prior one-year period.
- 15.3. Neither Party or its Affiliates may bring a claim or action against the other Party or its Affiliates, whether based in contract, tort (including negligence), breach of statutory duty, under an indemnity or otherwise, arising out of, or in connection with, this Agreement more than 1 year after the Party or its Affiliates knows, or should reasonably have known, of any event giving rise to the claim or cause of action.
- 15.4. Each Party and its Affiliates will take all reasonable steps to mitigate any loss and damage it incurs in relation to any claim or action (whether based on an action or claim in contract, tort (including negligence), breach of statutory duty, under an indemnity or otherwise) which it brings against the other Party and its Affiliates.
- 15.5. Each Party and its Affiliates agree that the limitations and exclusions set out in this Clause 14 are reasonable, having regard to all the relevant circumstances and the levels of risk associated with each Party's obligations under this Agreement.

16. COMPLIANCE WITH LAWS AND POLICIES

- 16.1. Company will, at its own expense, comply with all Laws which apply to, or result from, its obligations under this Agreement.
- 16.2. Company authorizes Password Boss and its Agent to conduct such credit checks regarding Company as they determine appropriate in their sole discretion.
- 16.3. Company and its Affiliates will exercise due diligence in selecting its employees, agents, officers, contractors and Resellers and will provide appropriate training for them and will monitor their activities to ensure compliance with this Agreement and all applicable Laws.
- 16.4. Without limiting the generality of Company's obligations in Section 16.1, Company and its Affiliates (i) shall comply in all respects with the U.S. Foreign Corrupt Practices Act and any other applicable anti-bribery Laws and (ii) hereby confirm, acknowledge and agree that Company and its Affiliates and their owners, directors, officers, employees, agents, contractors, Sub-Resellers and End Users have not, and will not, make, offer or promise to make payments of money or provide anything of value, directly or indirectly, to any Governmental Authority, public officials, political parties or candidates for political

office, for the purpose of obtaining or retaining business or securing any improper advantage, or to any other person or entity.

16.5. Company and its Affiliates, and their Sub-Resellers and End Users will at their own expense comply with all applicable U.S. and international Laws governing export and re-export of the Solutions, including the U.S. Export Administration Regulations, as well as end-user, end-use and destination restrictions issued by the U.S. and E.U. Without derogating from the generality of the foregoing, Company represents, warrants and undertakes that (i) Company and its Affiliates, and their Sub-Resellers and End Users are not included in any denied person list, unverified list, entity list, specially designated and blocked nationals list, debarred list or any other restricted party lists published by the U.S. Government or the E.U.; and (ii) Company and its Affiliates, and their Sub-Resellers and End Users will not use, export or re-export the Solution to territories, destinations, companies, entities or individuals in violation of U.S. and E.U. embargoes or trade sanctions, including in violation of the U.S. or E.U. embargoes and sanctions relating to the following countries: Cuba, Iran, North Korea, the Ukraine (Crimea) and Syria.

16.6. Company will indemnify, defend and hold Password Boss harmless from and against any claim, demand, suit or proceeding, and all damages, liabilities, losses, penalties, fees, costs and expenses arising from Company and its Affiliates, and their Sub-Resellers or End Users failing to comply with any of the requirements in this Article 16. Company shall, and shall cause its Affiliates to, maintain Company's or such Affiliates book and records, as applicable, in such a manner and in sufficient detail so as to allow Password Boss to audit and verify from time-to-time, as determined by Password Boss in its sole discretion, Company's and its Affiliates' compliance with this Article 16 and Company shall, and shall cause its Affiliates to, promptly following receipt of written notice from Password Boss allow Password Boss to conduct any such audit and verification. Upon request from Password Boss, Company shall, and shall cause its Affiliates to, certify Company's and its Affiliates' ongoing compliance with this Article 16.

17. DATA PRIVACY

17.1. Privacy Policy. Password Boss's Privacy Policy describes Password Boss's processing of Personally Identifiable Information and other information from Company and its Affiliates, and their Sub-Resellers and End Users, the Devices to which a Solution may be deployed, and the users of those Solutions or Devices.

17.2. Registration Information. In order to register, enable or activate any Solution, Company and its Affiliates, and their Sub-Resellers and End Users may be required to register with Password Boss over the Internet or by telephone. As a material condition for Password Boss to provide the Solutions contemplated by this Agreement, Company represents, warrants and undertakes that: (i) the registration information that Company and its Affiliates, and their Sub-Resellers and End Users provide to Password Boss (including any contact information and e-mail address) is accurate and complete in all respects as at the date provided; and (ii) the Company and its Affiliates, and their Sub-Resellers and End Users will, on an ongoing basis, advise Password Boss of any corrections or changes to such registration information in order that Password Boss may correct such registration information and keep it up to date. Company and its Affiliates hereby agree that: (a) Password Boss may share such registration information with its agents, licensors, representatives, suppliers, distributors, resellers, payment processors and other business participants for the purposes of registration, enablement, activation, Fulfillment and support of the Solution; and (b) such registration information may be used by Password Boss and its agents, licensors, representatives, suppliers, distributors, resellers, payment processors and other business participants in order to present Company and its Affiliates, and their Sub-Resellers and End Users with information that might be relevant, including offers of software, services, products and other Solutions. Company and its Affiliates will inform their Sub-Resellers and End Users about the use and sharing of the registration information, and to the extent required by applicable Law, Company and its Affiliates will obtain valid consent from their Sub-Resellers and End Users for such use and sharing of the registration information.

17.3. Data Protection. Each Party and its Affiliates, to the extent they obtain or receive Personally Identifiable Information in the performance of this Agreement, will comply with any applicable Laws relating to data privacy and data protection and will ensure that their employees having access to and/or responsibility for such Personally Identifiable Information are instructed and trained to act in compliance with any applicable Laws relating to data privacy and data protection.

18. MISCELLANEOUS

18.1. Communications, Notices and Contract Changes.

18.1.1. Normal account management communications between the Parties will be the responsibility of the respective representatives of the Parties, as advised by each Party to the other from time to time in writing.

- 18.1.2. All notices, requests, demands, approvals, acceptance and other communications under this Agreement will be deemed to have been duly given if delivered as follows: (a) if to Company, when delivered or displayed to Company on the Password Boss Portal or when sent to any email address provided by Company in the course of either accepting this Agreement or subsequently administering its rights and obligations under this Agreement; or (b) if to Password Boss, when sent to legal@passwordboss.com (provided in each case that no failure or out of office email is returned). Notwithstanding anything to the contrary in this Agreement (including any Order), Notices sent by Company to Password Boss at an address other than legal@passwordboss.com will not constitute Notice. Changes to email address details for Notices will be given by Notice in accordance with this Clause 18.1.2.
- 18.2. Amendments. Company agrees that Password Boss may amend the terms and conditions of this Agreement from time to time and such amended and updated Agreement will acquire full effect and contractual force between Password Boss and Company, and will amend, supersede and replace the contractual terms and conditions then in operation between Password Boss and Company with respect to Orders submitted after the effective date of the amendment. Company accepts that Password Boss will from time to time publish on the Password Boss Portal or provide Company with Notification of any such amended and updated terms and conditions of this Agreement. Company acknowledges and agrees that Company's submission of an Order after such publication on the Password Boss Portal or Notification of the amended and updated terms and conditions of this Agreement will constitute Company's acceptance of such amended terms and conditions. Unless otherwise provided by this Clause 18.2, amendments to this Agreement will only be valid if in writing and signed by the authorized representative of each Party.
- 18.3. Entire Agreement. Except as otherwise stated herein, this Agreement sets out all terms agreed between the Parties and supersedes and replaces all previous or contemporaneous agreements between the Parties relating to the Solutions or Orders. In entering into this Agreement, neither Party has relied on, and neither Party will have any right or remedy based on, any statement, representation or warranty (whether made negligently or innocently), except those expressly set out in this Agreement. This Agreement will not be amended or supplemented by the terms or conditions of any Company Portal or the pre-printed terms or conditions on any purchase order, invoice, acknowledgement or other business form employed by the Company.
- 18.4. Independent Contractors. The relationship between the Parties is that of independent contractors and will not be deemed to be a relationship of agency, joint venture, partnership or otherwise. Neither Party is authorized to act on behalf of the other Party and each Party will act as an independent contractor buying for itself, selling in its own name and at its own risk.
- 18.5. Interpretation. The headings in this Agreement do not affect its interpretation. The use of any gender includes all genders. The singular includes the plural and vice-versa. Where a word or phrase is defined, its other grammatical forms have a corresponding meaning. The words "includes" and "including" will be construed as followed by the words "without limitation." This Agreement was originally prepared in the English language. Although Password Boss may provide one or more translated versions of this Agreement for the Parties' convenience, the English language version of this Agreement will be the governing version of this Agreement in the case of any conflict or discrepancy. In the event that an ambiguity or question of intent or interpretation arises, in any judicial proceeding or otherwise, the terms of this Agreement will be construed as having been drafted jointly by the Parties, and no presumption or burden of proof will arise favoring or disfavoring any Party by virtue of the authorship of any provisions of this Agreement.
- 18.6. Severability. Should any provisions of this Agreement be deemed illegal, invalid or unenforceable under any applicable Laws, all other provisions of this Agreement will remain in full force and effect.
- 18.7. Impossibility. Neither Party shall be liable for any failure or delay in performance due in whole or in part to any cause beyond the reasonable control of such Party or its contractors, agents or suppliers, including but not limited to utility or transmission failures, failure of phone lines or phone equipment, power failure, strikes or other labor disturbances (including a strike or other labor disturbance arising in respect of the affected Party's work force), Acts of God, acts of war or terror, floods, sabotage, fire, natural or other disasters.
- 18.8. Waiver. The failure of either Party to insist upon the strict performance of any of the terms, conditions and provisions of this Agreement shall not be construed as a waiver or relinquishment of future compliance with this Agreement, and the terms, conditions and provisions of this Agreement shall remain in full force and effect. No waiver of any term or condition of this Agreement on the part of either Party shall be effective for any purpose whatsoever unless such waiver is in writing and signed by such Party. The waiver by either Party of a breach of any provision of this Agreement by the other Party shall

not be construed as a continuing waiver of such breach or as a waiver of other breaches of the same or of other provisions of this Agreement.

18.9. Assignment. Company may not assign its rights or obligations under this Agreement or subcontract any portion of its performance under this Agreement without Password Boss's prior written Notification of consent. Password Boss may without any consent from or Notice to Company, assign or otherwise transfer its rights or delegate its obligations under this Agreement (in whole or in part) from one Password Boss Affiliate to another Password Boss Affiliate, or to a purchaser of any of Password Boss's or any Password Boss Affiliate's shares or business units or all or part of Password Boss's or any Password Boss Affiliate's business, or to a distributor appointed by Password Boss or any Password Boss Affiliate for any territory, and Password Boss may subcontract the performance of any of its obligations to its Affiliate, an Agent or any Third Party.

18.10. No Third Party Beneficiaries. Nothing in this Agreement, express or implied, is intended to or will confer upon any person (other than the Parties and their Affiliates) any right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

18.11. Publicity. Neither Party will, without first obtaining prior Notification of consent from the other Party (such consent not to be unreasonably withheld or delayed), announce the existence or terms of this Agreement, or the Parties' relationship, in a press release or other promotional material.

18.12. Governing Law, Venue, and Class Action Waiver.

18.12.1. This Agreement is governed by and interpreted in accordance with the laws of the State of Minnesota and the federal laws of the United States without giving effect to any conflict of laws principles. This Agreement will not be governed by the United Nations Convention on Contracts for the International Sale of Goods, the application of which is expressly excluded.

18.12.2. If Company is located in the United States of America (as indicated in the Non-Exclusive Reseller Agreement Special Conditions), each Party irrevocably agrees and consents to the exclusive jurisdiction and venue in the courts of the State of Minnesota and the United States federal courts located in Minneapolis, Minnesota, USA for the resolution of any Dispute and agrees not to bring any, action, claim, suit, or proceeding against the other Party, its affiliates or agents (or any officer, director, or employee thereof) other than in such courts.

If Company is located outside of the United States of America (as indicated in the Non-Exclusive Reseller Agreement Special Conditions), the Parties agree that any Dispute shall be determined by arbitration administered by the International Centre for Dispute Resolution ("ICDR") in accordance with its International Arbitration Rules. The arbitration shall be conducted by a single arbitrator, the hearing shall take place in Minneapolis, Minnesota, USA. and the arbitration proceedings shall be conducted in the English language. Judgment upon any arbitral award rendered hereunder may be entered in any court having jurisdiction, or application may be made to such court for a judicial acceptance of the award and an order of enforcement, as the case may be. Each party shall equally bear the administrative fees of the ICDR and the sitting fees for the arbitrator.

18.12.3. No proceeding to resolve, litigate, or arbitrate any Dispute in any forum will be combined with another proceeding without the prior written consent of all Parties to all affected lawsuit or arbitration proceedings. Company will not seek to have any Dispute heard as a class action, private attorney general action, or in any other proceeding in which either Party acts or proposes to act in a representative capacity.

18.12.4. Each Party shall bear responsibility for its own costs, expenses, and attorney's fees incurred in connection with any Dispute resolution procedure set forth in Clause 18.12.2.

18.13. U.S. Government Restricted Rights. All Solutions qualify as "commercial items," as that term is defined at 48 C.F.R. 2.101, consisting of "commercial computer software" and "commercial computer software documentation" as such terms are used in 48 C.F.R. 12.212. Consistent with 48 C.F.R. 12.212 and 48 C.F.R. 227.7202-1 through 227.7202-4, all U.S. Government end users acquire such Solutions and related documentation with only those rights set forth herein that apply to non-governmental customers. Use of such Solutions and related documentation constitutes agreement by the government entity that the computer software and computer software documentation is commercial and constitutes acceptance of the rights and restrictions herein.

18.14. Expenses. Any costs and expenses incurred by a Party and its Affiliates in performing this Agreement will be met by that Party and its Affiliates.

Version 1.4 (Revised March 10, 2019)