



# IG TECHNOLOGY

## RESELLER AGREEMENT

This RESELLER AGREEMENT (the “**Agreement**”), effective as of the last signature below (“**Effective Date**”), is by and between IG Technologies, Inc., a Florida corporation with a principal place of business at 12485 SW 137<sup>th</sup> Avenue, Suite 212, Miami FL 33186, USA and its Affiliates (collectively, “**IG Technologies**”), and

\_\_\_\_\_, a \_\_\_\_\_, with a principal place of business at \_\_\_\_\_ and its Affiliates (collectively, “**Reseller**”).

Reseller and IG Technologies may be referred to in this Agreement individually as a “party” or jointly as the “parties”.

### 1 DEFINITIONS

“**Affiliate**” means an entity that, directly or indirectly, through one or more entities, controls; is controlled by; or is under common control with, the specified entity. For purposes of the preceding sentence, “control,” when used with respect to an entity, means the power to direct management and policies of the entity, directly or indirectly, whether through ownership of voting securities, by contract, or otherwise.

“**Confidential Information**” means all information or material disclosed by a party (the “**Disclosing Party**”) to the other party (the “**Receiving Party**”), whether orally or in writing, which: (a) gives either party some competitive business advantage or opportunity of obtaining some competitive business advantage, or the disclosure of which could be detrimental to the interests of the Disclosing Party; and (b) is either (i) marked “Confidential,” “Restricted,” or “Proprietary” or includes other similar markings; (ii) known by the parties to be considered confidential and proprietary; or (iii) from all the relevant circumstances should reasonably be assumed to be confidential and proprietary. The Subscription Services are deemed Confidential Information of IG Technologies. “**Customer**” means an entity to whom Reseller resells Subscription Services for that entity’s own use (and that of its Users) solely in connection with that entity’s internal business operations and not for transfer or resale of any kind.

“**Documentation**” means IG Technologies’ s then-current generally available specifications, guides, user manuals, etc., for the Subscription Services and Professional Services, located at [IG.Technology](#) or such other URL locations on IG Technologies’ s website as IG Technologies may provide from time to time.

“**End User(s)**” or “**User(s)**” means a Customer’s authorized employees or independent contractors with an assigned unique business email address (i.e., an email address using domain names that Customer owns or is authorized by the domain name owner to use for the purposes contemplated herein), who may access the applicable Subscription Services.

“**Intellectual Property Rights**” means any and all registered and unregistered rights granted, applied for, or otherwise now or hereafter in existence under or related to any patent, copyright, trademark, trade secret, database protection, or other intellectual property rights laws, and all similar or equivalent rights or forms of protection, in any part of the world.

“**Maintenance and Support**” means the support obligations of IG Technologies and Reseller as detailed more specifically in the Section on “Maintenance, Support, and Training”.

“**Mark(s)**” means any trademark, service mark, trade name, logo, domain name, or other indicator of source, affiliation, or sponsorship, whether registered or unregistered.

“**Marketing Materials**” means any advertising, promotional, or marketing materials for or relating to the Subscription Services that IG Technologies may make available to Reseller from time to time during the Term.

“**Partner Code of Conduct**” means the then-current IG Technologies ethical and behavioral requirements for channel partners, located at <https://ig.technology/documents> or such other URL locations on IG Technologies’ s website as IG Technologies may provide from time to time.

“**Partner Program**” means, collectively, IG Technologies’ s channel partner program, including without limitation, any benefits, rights, obligations, and restrictions of IG Technologies’ s channel partners as described in this Agreement.

“**Privacy Policy**” means IG Technologies’ s Customer Privacy Notice located at <https://ig.technology/documents>, or such other URL locations IG Technologies may provide from time to time.

“**Professional Services**” means any professional services, including implementation and installation services, managed services, consultancy services, or services for the customization or branding of Training Content as would be detailed in a separately executed statement of work (“SOW”).

“**Quote**” means a purchasing document or other similar document, such as a purchase order or SOW, in connection with a purchase by Reseller under this Agreement.

“**Software**” means the object code version of any software that may be licensed by a Customer for installation on the Customer’s systems, subject to the Terms of Service. To the extent IG Technologies makes available any updates or enhancements, such updates and enhancements will be included in the definition of “Software.”

“**Subscription Services**” means any Web Hosted Services, Software, Support Services, Professional Services, Training Content, and/or other services that IG Technologies offers, and such upgrades, enhancements, new versions or releases, bug fixes, and any workarounds that IG Technologies makes available pursuant to this Agreement, including any Documentation.

“**Terms of Service**” means IG Technologies’ s then-current subscription terms setting forth the terms and conditions of a Customer’s, and its End User’s, permitted use of one or more Subscription Services. A copy of the latest Terms of Service is available online at [IG Technologies.com/legal](#), or such other URL locations on IG Technologies’ s website as IG Technologies may provide from time to time, which may be amended from time to time in IG Technologies’ s sole discretion.

“**Territory**” means the geographical area described in Appendix A. If Appendix A is left blank, then the Territory will be defined as North America, which means Canada and the United States.

“**Training Content**” means digital courseware, training modules, testing and training templates, games, posters, artwork, videos, newsletters, security documents, or other content and materials provided by IG Technologies and/or its third party licensors.

“**Web Hosted Services**” means an application and/or database services hosted by IG Technologies or its agents and made available for remote access and use by Customers subject to the Terms of Service.

### 2 APPOINTMENT

**2.1 Non-exclusive Reseller.** Subject to, and conditioned on, Reseller’s compliance with this Agreement, IG Technologies hereby: (a) appoints Reseller, and its Affiliates, as an authorized non-exclusive reseller in the Territory during the Term; and (b) authorizes Reseller, and its Affiliates, during the Term, to describe itself in promotional, advertising, and marketing materials as an “authorized Reseller” of IG Technologies’ s Subscription Services.

**2.2 Authorization to Resale.** Subject to, and conditioned on, Reseller’s compliance with the terms and conditions of this Agreement, and solely in connection with Reseller’s appointment and for the purposes of its operation as a non-exclusive authorized Reseller pursuant to this Section, IG Technologies hereby grants Reseller, and its authorized Affiliates, the non-exclusive right and authority to purchase from IG Technologies and subsequently market and sell the Subscription Services to Customers in the Territory on a per-seat, subscription basis subject to, and in accordance with, the Terms of Service during the Term of this Agreement.

- 2.3 **Reservation of Rights.** With the intent of ensuring Customer satisfaction, and for the performance of IG Technologies' s duties and obligations as a subcontractor for the provision of any Subscription Services, IG Technologies will retain access to the Subscription Services, including any Customer or Reseller accounts, consistent with this Agreement, the Terms of Service, Privacy Policy, and as may be required by law. Nothing in this Agreement in any way limits, impairs, or restricts IG Technologies' s right or ability to access the Subscription Services, contact, or work with, Customers who purchased or use IG Technologies' s Subscription Services or prospects who are interested in purchasing and using IG Technologies' s Subscription Services. IG Technologies reserves the right to have direct communications with any parties, including prospects or Customers, that purchase and/or are provided access to the IG Technologies Subscription Services through Reseller.
- 2.4 **Relationship of the Parties; No Franchise Relationship.** The parties to this Agreement are independent contractors and nothing in this Agreement will be deemed or construed as creating a joint venture, partnership, agency relationship, business opportunity, or franchise between IG Technologies and Reseller. Neither party, by virtue of this Agreement, will have any right, power, or authority to act or create an obligation, express or implied, on behalf of the other party. If any provisions of this Agreement are deemed to create a franchise relationship, or Reseller alleges such a relationship with IG Technologies arising out of or in connection with this Agreement, the parties may negotiate in good faith to modify this Agreement so as to reflect as closely as possible their original intent in entering into this Agreement in order that the transactions contemplated hereby be consummated pursuant to an independent contract and not a franchise relationship, or at its option, IG Technologies may terminate this Agreement immediately. Without prejudice to the foregoing or any other provision in this Agreement, Reseller hereby waives and relinquishes, to the full extent permissible under applicable law, any rights or claims under franchise or similar laws arising out of or in connection with this Agreement.
- 2.5 **No Implied Rights.** Except for the limited rights and licenses expressly granted under this Agreement, nothing in this Agreement grants, by implication, waiver; estoppel; or otherwise, to Reseller or any third party any Intellectual Property Rights or any other right, title or interest in or to any of the Software or Subscription Services. All uses in this Agreement of the terms "sell," "sale," "resell," "resale," "purchase," "price," and the like mean the purchase or sale of access to the Subscription Services to Customers on a per seat, subscription basis: (a) in the case of Reseller, under this Agreement; and (b) in the case of Customers, under the Terms of Service. Nothing in this Agreement grants or conveys, or permits Reseller to grant or convey, any ownership right in any of the Intellectual Property Rights of IG Technologies.

### 3 RESTRICTIONS

- 3.1 **Generally.** Without limiting the foregoing, except as otherwise expressly permitted in this Agreement, Reseller shall not, and will not, permit any other entity or individual to, at any time, directly or indirectly:
- (a) use any Subscription Services for Reseller's own internal business operations unless it enters into a separate agreement with IG Technologies permitting such use;
  - (b) manage and operate the Subscription Services on behalf of Customers unless it enters into a separate agreement with IG Technologies permitting such use and operation;
  - (c) market, distribute, license, or otherwise make available any Subscription Services at any time during which Reseller is not in compliance with this Agreement, IG Technologies' s Certification Standards as set forth herein;
  - (d) use IG Technologies' s intellectual property or Confidential Information to develop a competitive offering or otherwise copy IG Technologies' s content, materials, and/or user interface for the development of similar services;
  - (e) reverse engineer, disassemble, decompile, decode, or otherwise attempt to derive or gain access to the source code of any Subscription Service or any portion thereof;
  - (f) bypass, breach, or disable any security device, copy control, or other protection used by any Subscription Service, or induce or assist any individual or entity to do so;
  - (g) represent itself as an agent of IG Technologies, commit IG Technologies to any contracts, or incur any obligation or liability whatsoever on behalf of IG Technologies for any purpose;
  - (h) make any representations, warranties, guarantees, indemnities, claims, or other commitments: (1) actually, apparently, or impliedly made on IG Technologies' s behalf; or (2) concerning or relating to any Subscription Services that are in addition to, or inconsistent with, any then-existing representations, warranties, guarantees, indemnities, claims, or other commitments in this Agreement, the Terms of Service, the Documentation, or any written documents provided or made available by IG Technologies to Reseller that concern or relate to the Subscription Services;
  - (i) license, purchase, or otherwise procure the Subscription Services from any individual or entity other than IG Technologies unless authorized in writing by IG Technologies;
  - (j) access or use the Subscription Services for purposes of benchmarking or competitive analysis of such Subscription Services;
  - (k) market, distribute, license, or otherwise make available any Subscription Services through any individual or entity other than directly to Customers, except as expressly permitted by this Agreement;
  - (l) remove, delete, add to, alter, or obscure the Documentation or any warranties, disclaimers, copyright, trademark, patent, or other intellectual property, proprietary rights, or other notices, or any marks or symbols that appear on or in connection with any Subscription Services provided or directed by, or on behalf of, IG Technologies; or
  - (m) under, or in connection with any part of, this Agreement or its subject matter, perform any act that, or fail to perform any act that the omission of which, infringes, misappropriates, or otherwise violates any Intellectual Property Rights or other rights of any individual or entity, or violates any applicable law.
- 3.2 **Notification and Mitigation of Violations.** If Reseller becomes aware that it, or any individual or entity (including Customers and End Users), has breached, or intends to breach, any restrictions set forth herein, the Reseller shall promptly notify IG Technologies of the known, or potential, violation and shall take commercially reasonable efforts to assist IG Technologies in enforcing compliance.
- 3.3 **No Authority to Bind to Additional Terms.** Unless otherwise separately agreed to in writing between IG Technologies and Reseller, no provisions required in any customer contract or subcontract related thereto shall be a part of this Agreement, imposed on or binding on IG Technologies. This Agreement is not deemed an acceptance of any provisions that may be included or referenced in any request for quotation, purchase order, or any other document received or issued by Reseller. IG TECHNOLOGIES SPECIFICALLY OBJECTS TO ANY ADDITIONAL TERMS BEING ADDED THROUGH A RESELLER-PROVIDED OR CUSTOMER-PROVIDED PURCHASE ORDER OR SIMILAR DOCUMENT. IF A PURCHASE ORDER IS REQUIRED, THE PARTIES AGREE THAT ANY ADDITIONAL TERMS CONTAINED THEREIN WILL NOT BECOME PART OF THE AGREEMENT OR THE TERMS OF SERVICE AND, SPECIFICALLY, THAT THE TERMS OF THIS AGREEMENT AND THE TERMS OF SERVICE WILL SUPERSEDE AND REPLACE ANY AND ALL TERMS IN ANY PURCHASE ORDER OR SIMILAR DOCUMENT.

### 4 OBLIGATIONS OF RESELLER

- 4.1 **Marketing and Resale.** At all times during the Term, Reseller will, in accordance with the terms and conditions of this Agreement and at its own cost:
- (a) resell the Subscription Services under the Terms of Service, and promptly report to IG Technologies in writing if it becomes aware of actual or suspected non-compliance with the Terms of Service;
  - (b) advertise, promote, market, and resell the Subscription Services and provide its services under this Agreement in a professional, workmanlike manner to Customers using Reseller's best efforts to maximize revenues and Customer satisfaction;
  - (c) meet the minimum seat license, revenue, or retention thresholds set forth;
  - (d) maintain sufficient knowledge of the industry and services competitive with the IG Technologies Subscription Services (including specifications, features, and benefits) so as to be able to explain in detail to the Customers the differences between the IG Technologies

Subscription Services and competing services, as well as information on standard protocols and features of each of the Subscription Services;

- (e) comply with the then-current IG Technologies Partner Code of Conduct, including IG Technologies' s advertising, promotion, and marketing policies relating to the Subscription Services;
- (f) before publicly disseminating or using any Reseller-created advertising, promotional, or marketing materials for any Subscription Services, supply a representative sample of such materials to IG Technologies for prior written approval;
- (g) promptly give IG Technologies written notice of, investigate, and appropriately address any notice, complaint, or claim of which Reseller becomes aware concerning any data security breach, personal injury, property damage, or other injury alleged to have been caused, in whole or in part, by any act or omission of Reseller under or in connection with this Agreement;
- (h) promptly give notice to IG Technologies of any and all warranty claims, suspected errors, bugs, or other problems associated with the Subscription Services of which Reseller becomes aware; and
- (i) conduct business in accordance with applicable law and in a manner that is consistent with good business practice and reflects favorably at all times on the Subscription Services and the good name, goodwill, and reputation of IG Technologies.

4.2 IG Technologies reserves the right to audit Reseller's compliance, and request a certification of compliance, with each of the above subsections in 4.1 and this Section 4.

4.3 **Reseller Personnel.** Reseller will at all times market, distribute, maintain, support, and provide services arising from, connected with, or relating to the Subscription Services only through employees or agents of Reseller or its Affiliates in the Territory who are thoroughly knowledgeable about how to use, demonstrate, promote, maintain, and support the Subscription Services and who agree to comply with this Agreement.

4.4 **Registration of Customers.** Reseller will register its prospective customers (i.e., leads) through the IG Technologies [Partner Portal](#), where applicable, and in accordance with the [Partner Portal](#) documentation. Reseller will additionally be required to submit a request for a Quote from IG Technologies on a per- organization basis prior to subsequently reselling the Subscription Services to Customers in accordance with this Agreement. Reseller acknowledges that all pricing related terms and pricing discussions with its Customers should be independently determined and conducted by and between Reseller and its Customers, without the involvement of IG Technologies. Subsequent to a valid and approved purchase of the Subscriptions Services, Reseller will register its Customers to receive access to the Subscription Services in accordance with the Terms of Service. IG Technologies will subsequently assign login credentials and send an activation email based on such registration. IG Technologies reserves the right, in its sole discretion, to decline the provision of Subscription Services to any Customer(s). Additionally, IG Technologies may, in its sole discretion, suspend a Customer's (or a User's) use or access to the Subscription Services: (i) if the Customer is in breach of the Terms of Service; (ii) for Reseller's failure to make timely payment to IG Technologies; (iii) if IG Technologies believes that such use or access poses a security risk to the Subscription Services or to other Customers or users of the Subscription Services; (iv) if it is necessary to prevent damage to, or degradation of, the Subscription Services or IG Technologies' s systems;

4.5 **Terms of Service.** Purchases of the Subscription Services by Customers will be subject to IG Technologies' s Terms of Service. In the event Reseller enters into a direct contract with Customer governing Customer's use of IG Technologies' s Subscription Services, Reseller will flow down and bind Customers to the Terms of Service and/or the same or substantially similar protections and contractual obligations, provided they are no less protective of, or no more onerous for, IG Technologies as those established in the Terms of Service as an agreement between Reseller and Customers. In any event, Reseller is responsible for *independently* entering into and negotiating any and all pricing and payment related terms between Reseller and its Customers. Reseller will take commercially reasonable steps to ensure each Customer's, and User's, compliance with the Terms of Service and applicable law. Upon reasonable request by IG Technologies, Reseller will assist with enforcing such terms and/or the Terms of Service.

4.6 **Security and Passwords.** Access to, and use of, certain Subscription Services require use of a username and password. Usernames and passwords may not be shared with any other individual or entity. Reseller will use all reasonable efforts to prevent the misuse of usernames and passwords issued to Reseller, Customers, Users, and their respective representatives, as may be applicable. Reseller must immediately notify IG Technologies if Reseller discovers or suspects any unauthorized use of the Subscription Services, or if any passwords have been lost, stolen, or have become known to any unauthorized person.

4.7 **Certifications and Performance Requirements.** At all times during the Term or as agreed, Reseller shall have and maintain all required certifications, credentials, licenses, registrations, approvals, and permits necessary to lawfully conduct business in accordance with this Agreement. Reseller additionally confirms that, as of the Effective Date, Reseller meets all IG Technologies requirements for authorized Resellers in accordance with the IG Technologies standards and minimum thresholds for the applicable Reseller Tier as set forth in the Partner Program and warrants that it shall maintain such compliance throughout the Term. IG Technologies has the right in the good faith exercise of its business judgment, and upon thirty (30) days' written notice to Reseller, to modify the Certification Standards. The Certification Standards, as so modified, shall constitute the governing Certification Standards hereunder upon expiration of such thirty (30) day notice period.

4.8 **Access to Customer Data and Data Protection.**

4.8.1 By default, Reseller shall have no access to, or right to access, any data or other information collected from Customers through the Subscription Services or input into the Subscription Services by Customers including, but not limited to, Personal Data and/or any customer content or materials derived, processed, or stored through the Subscription Services by Customer or on behalf of Customer ("**Customer Data**"). "**Personal Data**" means any information relating to an identified or identifiable individual where such information is contained within Customer Data and is protected similarly as personal data, personal information, or personally identifiable information as defined under applicable data protection laws. Reseller will be responsible for obtaining all necessary rights, permissions, and authorizations from Customers prior to accessing or processing Customer Data for use as contemplated under this Agreement or the Terms of Service.

4.8.2 In the event Reseller intends to provide Maintenance and Support or to enter into a separate agreement for Professional Services with Customers: (i) this must be indicated on the Quote or purchasing document for the relevant transaction between Reseller and IG Technologies (and if no such indication is provided, IG Technologies reserves all rights to contact, directly or indirectly, any Customers about providing such Professional Services), and (ii) Reseller will need to independently obtain administrative access to Customer's account from Customer under a separately executed professional services agreement or similar agreement or statement of work.

4.8.3 Reseller is required to: provide sufficient notice, where required under applicable data protection laws, that Customer's Personal Data will be processed by IG Technologies, its Affiliates, and its sub processors, in accordance with this Agreement and the Terms of Service; and maintain appropriate administrative, physical, and technical safeguards for the protection of the privacy, security, confidentiality, and integrity of such Customer Data. Reseller hereby represents and warrants that it has, and that it shall, comply with all applicable data protection laws in connection to the Subscription Services, Professional Services, and/or Maintenance and Support that it provides to any of its Customers and/or End Users. Reseller will promptly give written notice to, and fully cooperate with, IG Technologies: (a) if for any reason: (i) Reseller cannot comply, or has not complied, with any portion of this Agreement, (ii) Reseller breached or, if Reseller continued to process IG Technologies or Customer Data, would breach, any applicable data protection law governing the processing, transfer, or receipt of IG Technologies or Customer Data. In such cases, Reseller will take reasonable and appropriate steps to remedy any noncompliance, or cease further processing of IG Technologies or Customer Data, and IG Technologies may immediately terminate this Agreement or access to IG Technologies and/or Customer Data, or take any other reasonable action; and (b) regarding: (i) any breach, or suspected breach, of security or unauthorized access to IG Technologies or Customer Data, or (ii) any complaint, inquiry, or request from a data subject or government or regulatory agency regarding IG Technologies or Customer Data, unless such notice is prohibited by law.

4.8.4 Reseller agrees that the processing, collection, use, and disclosure of Reseller data in connection with Reseller's use of the Subscription Services ("**Reseller Data**") is subject to the Privacy Policy. By using the Subscription Services, Reseller acknowledges that Reseller Data, including any

Customer Data, will be processed in accordance with the Privacy Policy. By using the Subscription Services or submitting data via the Subscription Services, Reseller expressly consents to such processing. To the extent Reseller provides Personal Data to IG Technologies, either directly or through the Subscription Services or the Partner Portal, Reseller represents that it has all necessary rights and authority to do so in accordance with applicable data protection laws.

- 4.8.5 Both parties shall comply, and ensure that its employees, agents, and contractors comply, with all applicable laws regarding data privacy and security, required data breach notifications, and Personal Data.

5 **OBLIGATIONS OF IG TECHNOLOGIES**

- 5.1 **Data Security.** Reseller Data is and will be maintained using current industry standard administrative, physical, and technical safeguards that are designed to provide for the protection of the security, confidentiality and integrity of Reseller Data. IG Technologies' s security safeguards include means for preventing access, use, modification, or disclosure of Reseller Data by unauthorized individuals. Notwithstanding the foregoing, Reseller Data access may be provided: (i) to IG Technologies and its representatives to provide the Subscription Services and Maintenance and Support; (ii) as compelled or permitted by applicable law; (iii) as set forth in the Privacy Policy; (iv) as set forth in this Agreement or the Terms of Service; and/or (v) as otherwise expressly permitted by Reseller.
- 5.2 **Marketing.** IG Technologies shall provide to Reseller such information or Marketing Materials as Reseller may reasonably request in IG Technologies' s sole discretion regarding the marketing of Subscription Services in the Territory.
- 5.3 **Training.** IG Technologies shall provide Reseller training.
- 5.4 **Support.** Where Reseller meets its Maintenance and Support obligations under this Agreement, but a Customer needs additional assistance, IG Technologies shall provide maintenance and support in accordance with its then-current SLA as defined and described in the Terms of Service to Customers and reserves the right to further assist Reseller or Customer directly or indirectly at its discretion.

6 **MAINTENANCE, SUPPORT, AND TRAINING**

- 6.1 **Training of Reseller.** Training provided by IG Technologies shall be in accordance as deemed necessary or appropriate by IG Technologies to enable Reseller to sell the Subscription Services to Customers. Any additional training shall be separately negotiated and agreed to by the parties.
- 6.2 **Maintenance and Support.**
- 6.2.1 **Authorized Resellers.** Resellers at the "Authorized Reseller" tier level as defined in the Partner Program documentation, in situations where a Customer contacts Reseller with questions or support needs, shall, within the timeframes specified in the SLA defined in the Terms of Service, either: (i) confirm receipt of the communication from the Customer and use commercially reasonable efforts to address the issue using resources (e.g., FAQ guide) provided by IG Technologies, and if unable to resolve the issue in a timely manner, immediately escalate the issue to IG Technologies by submitting a ticket to IG Technologies support or to the designated customer service manager; (ii) escalate the issue to IG Technologies by submitting a ticket to IG Technologies support or to the designated customer service manager, as may be necessary; or (iii) redirect the Customer to the designated customer service manager or support contact. In the instance an End User reaches out to Reseller that is not the admin on the Customer account, Reseller will direct the End User to contact the Customer's account admin for assistance.
- 6.2.2 **Certified and Premier Resellers.** Resellers at the "Certified Reseller" or "Premier Reseller" tier levels as defined in the Partner Program documentation shall, within the timeframes specified in the SLA defined in the Terms of Service, provide core support to Customers including, but not limited to, answering technical questions about the Subscription Services, assisting Customers with the setup and configuration, and utilizing IG Technologies Documentation to provide accurate and timely information to Customers in at least an equivalent manner as described in the SLA defined in the Terms of Service ("**Tier 1 Maintenance and Support**"). When additional support is needed, Reseller should timely escalate all such support requests to IG Technologies by submitting a ticket to IG Technologies support or to the IG Technologies customer service manager ("**Tier 2 Maintenance and Support**").
- 6.2.3 IG Technologies shall provide Tier 2 Maintenance and Support in accordance with IG Technologies' s then-current SLA to Customers, as may be required. IG Technologies will serve as secondary support to Customers to preserve the value of customer relationships as IG Technologies determines, in its sole discretion, to be necessary or appropriate.
- 6.2.4 IG Technologies reserves the right to change tier designations, responsibilities, and requirements in its sole discretion.
- 6.3 **Additional Support.** Reseller may choose to charge Customers for additional training, support, and services as Reseller independently determines. Reseller is solely and exclusively responsible and liable for the quality and adequacy of any such services or the results thereof.

7 **REGULATORY AND COMPLIANCE**

- 7.1 **Compliance with Laws.** Each party will at all times comply with all applicable laws and regulations relating to its performance of this Agreement. Any breach of any regulatory or compliance provisions in this Agreement shall be cause for immediate termination by the non-breaching party in accordance with the section titled "Termination."
- 7.2 **AML, Anti-Bribery, Corruption, and Prohibited Payments.** The Reseller shall not, and shall not permit any of its Affiliates, nor its respective directors, officers, managers, employees, independent contractors, representatives, or agents (collectively, "**Representatives**"), to promise, authorize, or make any payment to, or otherwise contribute, solicit, or demand any item of value to, directly or indirectly, any government official or private party, in each case, in violation of the U.S. Foreign Corrupt Practices Act ("**FCPA**"), the United Kingdom Bribery Act ("**UKBA**"), the Canadian Corruption of Foreign Public Officials Act ("**CCFPA**"), or any other applicable anti-bribery or anti-corruption law applicable in the jurisdictions where IG Technologies, the Reseller, or its Representatives conduct business (collectively "**Anti-Bribery Laws**"). The Reseller shall, and shall cause each of its Affiliates to cease all of its, or their, respective activities, as well as remediate any actions taken by the Reseller, its Affiliates, or any of its or their respective Representatives in violation of any Anti-Bribery Laws. The Reseller shall, and shall also cause each of its Affiliates and Representatives, to maintain systems and proper internal controls (including, but not limited to, accounting systems, purchasing systems, and billing systems) to ensure accurate books, accounts, and records and to otherwise ensure compliance with Anti-Money Laundering ("**AML**"), Anti-Bribery, and Anti-Corruption laws. Reseller further agrees it will not take action, use, or spend any funds, regardless of source, in violation of the laws of the United States or any country or countries within the scope of this Agreement, including the Territory, including but not limited to political contributions or other prohibited payments. The parties hereby acknowledge and agree that no payments or transfers of anything of value shall be made in connection with this Agreement that have the purpose or effect of unlawful inducement or bribery, or acceptance of or acquiescence in extortion, kickbacks, or other unlawful or improper means of obtaining business or improper advantage. Reseller represents and warrants that all payments will be made by its legal entity, or by the legal entities of its Affiliates as authorized, as identified in a Quote or purchasing document or in this Agreement, and that Reseller will not misrepresent or attempt to conceal the identity of any party paying for, or any recipient(s) of, the Subscription Services.
- 7.3 **Trade Compliance.** Reseller acknowledges that the Subscription Services, Professional Services, technology, and any associated technical data received from IG Technologies in accordance with the terms hereunder are subject to economic sanctions, export controls, and other restrictive trade measures enforced by the United States and other applicable jurisdictions. In the performance of its obligations hereunder, Reseller shall at all times strictly comply with all applicable laws, regulations, and orders, and agrees to commit no act which, directly or indirectly, would violate any such laws, regulations, or orders, including, without limitation: (1) the Export Administration Act of 1979, as amended (50 U.S.C. app. 2401-2420) and the Export Administration Regulations, 15 C.F.R. §§ 730-774 ("**EAR**"); (2) the Arms Export Control Act, 22 U.S.C. § 2778, and the corresponding International Traffic in Arms Regulations ("**ITAR**"); (3) the economic sanctions laws and regulations enforced by the U.S. Department of the Treasury's Office of Foreign Assets Control ("**OFAC**"), 31 C.F.R. Part 500, et seq.; and (4) the anti-boycott regulations, guidelines, and reporting requirements under the EAR and Section 999 of the Internal Revenue Service Code. Additionally, Reseller shall not, and shall cause each of its Affiliates and Representatives (if any) not to: (a) export, re-export, divert, or transfer IG Technologies Subscription Services, Professional Services, or any

direct product or service thereof to any destination, company, or person restricted or prohibited by the ITAR, EAR, OFAC, or other applicable export controls; or (b) disclose any data derived from IG Technologies Subscription Services, Professional Services, or any direct product or service thereof to any national of any country when such disclosure is restricted or prohibited by the ITAR, EAR, OFAC, or other applicable export controls. Additionally, Reseller agrees that none of the Subscription Services, Professional Services, technology, or associated technical data, or any direct product or service thereof is or will be shipped, transferred, or re-exported, directly or indirectly, to proscribed or embargoed countries or its nationals, to any entity or individual subject to U.S. or other applicable export controls or economic sanctions programs, or for use in nuclear activities, chemical/biological weapons, or missile projects unless explicitly authorized in writing by the U.S. Government and all other governments with jurisdiction over the export. Reseller agrees to comply strictly with all U.S. export and economic sanctions laws and assumes sole responsibility for obtaining licenses to export or re-export as may be required. Certain products or services with encryption functions may be subject to additional restrictions, including restrictions on distribution to government End Users outside the EU license free zone. Additionally, Reseller is solely responsible for compliance with any import or use restrictions in Reseller's countries of operation.

With these restrictions in mind, Reseller agrees it will not provide, sell, ship, or otherwise transfer any IG Technologies products, services, technology, or technical data to any of the following:

- parties targeted for boycotts, embargoes, sanctions, or other similar measures by the United Nations Security Council;
- parties appearing on the European Union's Consolidated Sanctions List or the United Kingdom's List of Consolidated Financial Sanctions Targets;
- parties appearing on the Denied Persons List, Entity List, and Unverified List administered by the U.S. Commerce Department;
- parties appearing on the sanctions lists administered by OFAC and the U.S. State Department; or
- countries or regions subject to U.S. embargoes or sanctions including, but not limited to, Cuba, Iran, North Korea, Syria, and the disputed Crimea, Donetsk, and Luhansk regions of Ukraine;
- parties that are, directly or indirectly, at least 50 percent owned or controlled by parties subject to sanctions programs administered by OFAC, whether individually or in the aggregate.

Reseller confirms that it is not subject to, owned by, nor otherwise controlled by parties that are subject to any of the restrictive trade measures discussed above. In the event that Reseller becomes subject to any of these restrictive trade measures, Reseller will immediately provide written notice to IG Technologies. This Section shall survive the expiration or termination of this Agreement.

7.4 **Conflict of Interest.** Reseller agrees to avoid situations that could cause a conflict of interest or even an appearance of a conflict of interest. In the event such a situation arises, Reseller shall immediately disclose it to IG Technologies.

7.5 **Fair Competition.** Reseller shall comply with antitrust/fair competition laws applicable to its business activities in all jurisdictions where it operates and shall not disturb or hinder legitimate competition in any unlawful manner. Accordingly, with regard to any business with IG Technologies, Reseller shall not: (i) enter into any agreement with any of Reseller's competitors with regard to price, terms, or conditions of sale, production, distribution, territories, or customers; or (ii) exchange or discuss with any of Reseller's competitors pricing, marketing plans, costs, or other competitive information. Reseller agrees to be knowledgeable of fair competition laws in the territories in which it operates. In the event that any provision of this Agreement conflicts with applicable fair competition laws, or any other applicable laws, in the territories in which Reseller operates under this Agreement, such laws shall supersede. Reseller shall immediately notify IG Technologies in the event it becomes aware of any such conflict and the parties shall work to amicably, and in good faith, determine a course of action to ensure compliance with all applicable laws in the course of its operations, or exercise its rights of termination under this Agreement to avoid a violation of law.

7.6 Upon request by IG Technologies, Reseller agrees that it will provide a certification of compliance with its obligations under this Section and applicable law.

## 8 PRICING, FEES, AND PAYMENT

8.1 **Pricing and Fees.** The fees for the Reseller to purchase Subscription Services for resale will be specified by IG Technologies and will be applicable for the period specified in the IG Technologies Quote (as may be applicable). If no period is specified, prices will be applicable for thirty (30) calendar days. Notwithstanding the foregoing, prices may be subject to increase upon renewal or in the event of add-ons or upgrades. Except as otherwise specified herein or in a Quote: (a) fees are based on the Subscription Services acquired and not the actual usage; (b) payment obligations are non-cancelable and fees paid are non-refundable, except where expressly permitted herein; and (c) the applicable term and quantities purchased cannot be decreased during the applicable Subscription Services term. Reseller is responsible for any payments owed but not paid by any of its Affiliates or Customers.

8.2 **Invoices and Payments.** IG Technologies shall render electronic invoices for all orders. Reseller will pay the applicable fees in accordance with this Section and the applicable Quote or purchase order. Payment terms shall be net thirty (30) days from the date of invoice. Payments shall be in United States Dollars (USD) unless otherwise agreed upon in writing by IG Technologies, and made to the account information as specified on the applicable Quote or purchase order. Reseller accepts any foreign exchange rate fluctuation (positive or negative). Reseller shall pay all amounts due under this Agreement without setoff, deduction, recoupment, or withholding of any kind, whether under this Agreement, applicable law, or otherwise. Reseller bears all credit risk regarding, and is solely responsible for collecting payment for, and all sales of, Subscription Services. Reseller's inability or failure to collect payment in full for any Subscription Services does not affect Reseller's obligation to pay IG Technologies in strict accordance with this Section.

8.3 **Late Payments.** If any amount due is not received by IG Technologies from Reseller within fifteen (15) days' notice of late payment, IG Technologies shall be entitled to receive the amount due plus interest thereon at a rate of 1.5% per month (or, if impermissible by applicable law, then the highest rate deemed permissible) on all amounts that are not paid on or before the due date. Reseller shall also pay all of IG Technologies's reasonable costs of collection including, but not limited to, reasonable attorney's fees.

8.4 **Invoice Disputes.** IG Technologies will not collect interest on late payments in the event Reseller provides IG Technologies notice that Reseller disputes such charges, in good faith, and provides IG Technologies with written notice of such dispute prior to the due date and pays all undisputed charges on time and cooperates diligently to resolve the dispute.

8.5 **Taxes.** All fees and charges referenced in this Agreement are exclusive of any and all taxes, levies, duties, or similar governmental assessments of any nature including, for example, value-added; sales; use; or withholding taxes, assessable by any jurisdiction whatsoever (collectively, "Taxes"). Reseller will be solely responsible for and will add, charge, collect, and remit any and all Taxes associated with, based on or due as a result of: (a) any amounts paid by Reseller to IG Technologies pursuant to this Agreement; and (b) the provision of Subscription Services and/or Professional Services. For the avoidance of doubt, IG Technologies is solely responsible for taxes assessable against its income, property, and employees. If IG Technologies has the legal obligation to pay or collect Taxes for which Reseller is responsible under this Section, IG Technologies will invoice Reseller, and Reseller will pay that amount unless Reseller provides IG Technologies with a valid tax exemption certificate authorized by the appropriate taxing authority. If IG Technologies pays any such Taxes (other than corporate income taxes payable by IG Technologies), Reseller will immediately indemnify and hold IG Technologies harmless for the amount paid plus any interest, penalties, and other expenses (including legal fees and disbursements) incurred in connection therewith and interest thereon. Reseller will provide IG Technologies with any relevant sales tax numbers or exemption certificates upon request by IG Technologies.

8.6 **No Other Payments.** Except where otherwise expressly provided in this Agreement, each party is solely responsible and liable for all costs and expenses it incurs in entering into and performing this Agreement including, without limitation, expenses related to marketing of the Subscription Services and/or Professional Services, and Reseller is not entitled to receive any fees, commissions, or other remuneration for the performance of Reseller's obligations under this Agreement.

## 9 CONFIDENTIALITY

9.1 **Confidential Information.** During the Term, each party may disclose to the other certain Confidential Information. Notwithstanding the foregoing, Confidential Information does not include information that: (a) is or becomes publicly available through no breach by the Receiving Party of this Agreement; (b) was previously known to the Receiving Party prior to the date of disclosure, as evidenced by contemporaneous written records; (c) was acquired from a third party without any breach of any obligation of confidentiality; or (d) was independently developed by a party hereto without reference to Confidential Information of the other party.

9.2 **Protection of Confidential Information.** Except as expressly provided in this Agreement, the Receiving Party will not use or disclose any

Confidential Information of the Disclosing Party without the Disclosing Party's prior written consent, except disclosure to, and subsequent uses by: (a) the Receiving Party's employees or consultants on a need-to-know basis, provided that such employees or consultants have executed written agreements restricting use or disclosure of such Confidential Information that are at least as restrictive as the Receiving Party's obligations under this Section; and/or (b) as required pursuant to a subpoena or other similar order of any court or government agency provided, however, that the party receiving such subpoena or order will promptly inform the other party in writing and provide a copy thereof (unless notice is precluded by the applicable process), and will only disclose that Confidential Information as necessary to comply with such subpoena or order. Subject to the foregoing nondisclosure and non-use obligations, the Receiving Party will use at least the same degree of care and precaution that it uses to protect the confidentiality of its own Confidential Information and trade secrets of similar nature, but in no event less than reasonable care. Each party acknowledges that due to the unique nature of the other party's Confidential Information, the Disclosing Party will not have an adequate remedy in money or damages in the event of any unauthorized use or disclosure of its Confidential Information. In addition to any other remedies that may be available in law, in equity, or otherwise, the Disclosing Party shall be entitled to seek injunctive relief to prevent such unauthorized use or disclosure.

**9.3 Return and Destruction of Materials.** All documents and other tangible objects containing or representing Confidential Information that have been disclosed by either party to the other party, and all summaries, copies, descriptions, excerpts, or extracts thereof that are in the possession of the other party will be, and remain, the property of the Disclosing Party and will be promptly returned to the Disclosing Party. The Receiving Party will use reasonable efforts to promptly delete or destroy all summaries, copies, descriptions, excerpts, or extracts thereof in its possession upon the Disclosing Party's written request. The Receiving Party will have no obligation to delete or destroy copies that: (a) are contained in an archived computer system backup that were made in accordance with such party's security, retention, and/or disaster recovery procedures; or (b) are kept by a party for record-keeping, archival, or governance purposes in compliance with such party's document retention policies. Any such retained Confidential Information will remain subject to the terms and conditions of this Agreement for so long as it is retained. Notwithstanding the return or destruction of the Confidential Information, the Receiving Party will continue to be bound by its confidentiality and other obligations hereunder in accordance with the terms of this Agreement. At the Disclosing Party's option, the Receiving Party will provide written certification of its compliance with this Section.

## 10 INTELLECTUAL PROPERTY RIGHTS

**10.1 Proprietary Rights.** IG Technologies owns and retains all right, title, and interest (including, without limitation, all copyrights patents, moral rights, trademark rights, and other intellectual property and industrial property rights) in, to, and associated with the Subscription Services, Professional Services, and all software and technology used to provide the Subscription Services, Professional Services, and related documents and information and all derivative works based on the foregoing including, but not limited to, modifications or derivative works created at the request of Reseller, a Customer, or an End User. This is not a work made-for-hire agreement. Except for the limited access rights granted in this Agreement, Customers and End Users will not acquire any right, title, or interest in or to any software or technology provided by IG Technologies for use by Reseller, Customers, or End Users as part of the Subscription Services and Professional Services.

**10.2 Trademark Use.** Subject to, and conditioned, on Reseller's compliance with the terms and conditions of this Agreement, IG Technologies hereby grants Reseller a limited, non-exclusive, non-transferable, and non-sublicensable, revocable, royalty-free license in the Territory during the Term to use IG Technologies' s Marks in the Marketing Materials solely to market and promote the Subscription Services under this Agreement in accordance with IG Technologies' s then-current quality control, usage, and other mark guidelines which may be updated by IG Technologies from time to time. All uses of IG Technologies' s marks and all goodwill associated therewith shall inure solely to the benefit of IG Technologies.

**10.2.1** Reseller shall not advertise, promote, market, or distribute Subscription Services using any Marks other than IG Technologies' s Marks and Reseller's Marks without IG Technologies' s prior written consent.

**10.2.2** Reseller shall not use IG Technologies' s marks in any way that may cause confusion, mistake, or deception; or in any way that may tarnish, dilute, or otherwise diminish the IG Technologies marks' distinctiveness, or jeopardize the reputation or goodwill associated with the IG Technologies Marks, Subscription Services, or IG Technologies, or the validity or ownership of the IG Technologies Marks or registrations therein.

**10.2.3** If Reseller acquires any rights in any mark that is identical or substantially similar to any of IG Technologies' s marks, by operation of law or otherwise, Reseller shall and does hereby assign, at no additional cost, all such rights to IG Technologies and its successors, together with all associated goodwill including in any applications or registrations for such Marks or other intellectual property, as may be applicable.

## 11 REPRESENTATIONS AND WARRANTIES

**11.1 Mutual Representations and Warranties.** Each party represents and warrants that it has all requisite power and authority to enter into, execute, and deliver this Agreement.

**11.2 No Representations to Customers.** Reseller will not make any representations, warranties, conditions, promises, or claims about the Subscription Services or the use thereof to Customers, End Users, or any persons except those expressly authorized by IG Technologies in writing. For the avoidance of doubt, the Customers and End Users are not third party beneficiaries of this Agreement. All warranties provided in this Agreement by IG Technologies are for the exclusive benefit of Reseller and are non-transferable.

**11.3 Representations of IG Technologies.** The Subscription Services and Professional Services will materially conform to the Documentation and specifications set forth in this Agreement, the Terms of Service, and/or any SOW regarding Professional Services agreed between the Parties. In the event of a breach of the foregoing warranty, IG Technologies' s sole and exclusive liability, and Reseller's sole and exclusive remedy, will be for IG Technologies to repair or replace the non-conforming Subscription Service or Professional Service or re-perform the non-conforming Subscription Service or Professional Service. In the event IG Technologies is unable to cure the non-conforming Subscription Service or Professional Service within thirty (30) days' notice of such nonconformity, IG Technologies shall provide a prorated refund for the unusable portion of the affected Subscription Services or Professional Services to Reseller. IG Technologies shall use commercially reasonable efforts to prevent transmission of viruses and other destructive code from the Subscription Services to the systems of Reseller, the Customers, and End Users.

**11.4 Representations of Reseller.** Reseller warrants that: (i) it shall provide its services to Customers and interact with Customers and IG Technologies alike with promptness, due care, skill, and diligence, in a professional and workmanlike manner consistent with the practices and high professional standards used in well-managed operations providing products and performing services similar to the Subscription Services and Professional Services under this Agreement; (ii) it shall use adequate numbers of qualified individuals with suitable training, education, experience, know-how, competence, and skill to perform any obligations of Maintenance and Support to Customers; and (iii) it has the relevant time, resources, capacity, expertise, and ability in terms of equipment, Software, know-how, and personnel to provide the Subscription Services, Professional Services, and Maintenance and Support to its Customers.

**11.5 DISCLAIMERS & NO OTHER WARRANTIES.** EXCEPT FOR THE EXPRESS REPRESENTATIONS AND WARRANTIES SET FORTH IN THE SECTION TITLED "REPRESENTATIONS OF IG TECHNOLOGIES," THE SUBSCRIPTION SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, AND WITHOUT ANY REPRESENTATIONS, WARRANTIES, CONDITIONS, OR GUARANTEES OF ANY NATURE OR KIND WHATSOEVER, WHETHER EXPRESS, IMPLIED, OR STATUTORY, OR ARISING FROM CUSTOM OR TRADE USAGE OR BY ANY COURSE OF DEALING OR COURSE OF PERFORMANCE INCLUDING, WITHOUT LIMITATION, ANY REPRESENTATIONS, WARRANTIES, CONDITIONS, OR GUARANTEES OF OR RELATING TO ACCURACY, CAPACITY, COMPLETENESS, DELAYS, DURABILITY, ERRORS, FITNESS FOR A PARTICULAR PURPOSE, ABSENCE OF NEGLIGENCE,



VIRUSES, OR OTHER HARMFUL COMPONENT, ERRORS OR INTERRUPTED SERVICE, MERCHANTABILITY, NON-INFRINGEMENT, PERFORMANCE, RESULTS, QUALITY, TIMELINESS, TITLE, OR WORKMANLIKE EFFORT, ALL OF WHICH ARE HEREBY DISCLAIMED BY IG TECHNOLOGIES TO THE FULLEST EXTENT PERMITTED BY LAW. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, IG TECHNOLOGIES DOES NOT REPRESENT, WARRANT, OR GUARANTEE THAT THE SUBSCRIPTION SERVICES WILL MEET THE NEEDS OF RESELLER, ANY CUSTOMER, OR END USER, OR BE FREE FROM ERRORS OR THAT THE SUBSCRIPTION SERVICES WILL BE UNINTERRUPTED.

- 11.6 THE SUBSCRIPTION SERVICES MAY BE USED TO ACCESS AND TRANSFER INFORMATION OVER THE INTERNET. RESELLER ACKNOWLEDGES AND AGREES THAT IG TECHNOLOGIES AND ITS THIRD PARTY PROVIDERS AND LICENSORS DO NOT OPERATE OR CONTROL THE INTERNET AND THAT: (A) VIRUSES, WORMS, TROJAN HORSES, OR OTHER UNDESIRABLE DATA OR SOFTWARE; OR (B) UNAUTHORIZED USERS (E.G., HACKERS) MAY ATTEMPT TO OBTAIN ACCESS TO, AND DAMAGE, CUSTOMER DATA, RESELLER DATA, WEBSITES, COMPUTERS, OR NETWORKS. IG TECHNOLOGIES WILL NOT BE RESPONSIBLE FOR THOSE ACTIVITIES. FURTHER, IG TECHNOLOGIES DISCLAIMS ALL LIABILITY AND INDEMNIFICATION OBLIGATIONS FOR ANY HARM OR DAMAGES CAUSED BY ANY THIRD PARTY HOSTING PROVIDERS. RESELLER IS SOLELY RESPONSIBLE FOR ITS ACTIONS USING FEATURES OR COMPONENTS OF THE SUBSCRIPTION SERVICES THAT INTEGRATE WITH A RESELLER'S OR CUSTOMER'S INFORMATION TECHNOLOGY SYSTEMS AND ACKNOWLEDGES THAT IG TECHNOLOGIES IS NOT RESPONSIBLE FOR: (I) RESELLER'S ACTIONS, OR ITS CUSTOMERS' ACTIONS, WITHIN ITS SYSTEMS OR THE SYSTEMS OF ITS CUSTOMERS USING SUCH FEATURES OR COMPONENTS; (II) FOR RESELLER'S OR ITS CUSTOMERS' BACKUPS OF ITS INFORMATION TECHNOLOGY SYSTEMS; AND/OR (III) RESELLER'S OR ITS CUSTOMERS' COMPLIANCE WITH APPLICABLE LAW.

## 12 INDEMNIFICATION

- 12.1 **Generally.** For purposes of this Section, "**Claims**" means claims, counterclaims, complaints, demands, causes of action, liabilities, obligations, damages, legal fees, costs, expenses, and disbursements including, without limitation, reasonable attorneys' fees and court costs, of any nature or kind, whatsoever and howsoever arising, whether known or unknown, whether in law or in equity or pursuant to contract or statute, and whether in any court of law or equity or before any arbitrator or other body, board, or tribunal; and "**Proceedings**" means actions, suits, proceedings, and hearings of any nature and kind in any court of law or equity or before any arbitrator or other body, board, or tribunal.
- 12.2 **IG Technologies Indemnification Obligations.** IG Technologies hereby agrees to indemnify and defend Reseller from and against any third party Claims and Proceedings resulting from Reseller's authorized use of the Subscription Services, where such use directly infringes that third party's valid U.S. patent, copyright, or trade secret rights. If the Subscription Services, or any part thereof, becomes, or in the opinion of IG Technologies is likely to become, the subject of an indemnifiable claim, IG Technologies may, at IG Technologies' sole option: (i) procure for Reseller the right to continue to use the Subscription Services or any part thereof; (ii) replace the Subscription Services, or any part thereof, with a functional equivalent that is not subject to any such claim; (iii) modify the Subscription Services, or any part thereof, so as to be no longer subject to any such claim; or (iv) terminate this Agreement with respect to the Subscription Services, or any part thereof, and issue a prorated refund for any prepaid, unused fees for such Subscription Services for the remainder of the applicable Term. Notwithstanding the foregoing, IG Technologies will have no obligation with respect to any claim of infringement to the extent it is based upon or arises out of Reseller's, its Representatives', or its Customers': (a) use or combination of the Subscription Services with any third-party intellectual property not authorized by IG Technologies; (b) modification or alteration of the Subscription Services not authorized by IG Technologies or the Documentation; (c) use of the Subscription Services in excess of the permissible uses in the Agreement or the Documentation; (d) specifications or other intellectual property provided by Reseller's, its Representatives, or its Customers; or (e) failure to implement updates, modifications, or replacements issued by IG Technologies to the Subscription Services (collectively, the "**Excluded Claims**").
- 12.3 **Reseller Indemnification Obligations.** Reseller shall indemnify and defend IG Technologies and its shareholders, officers, directors, employees, agents, and representatives from and against any and all Claims and Proceedings arising out of, resulting from, or related to: (a) the Reseller's unauthorized installation, use, sale, or servicing of the Subscription Services or in violation of this Agreement; (b) any infringement of the intellectual property rights of any third person by Reseller; and (c) Reseller's breach of the Sections titled, "Restrictions," "Terms of Service," "Access to Customer Data and Data Protection," "AML, Anti-Bribery, Corruption, and Prohibited Payments," "Trade Compliance," "Taxes," or "Confidentiality".
- 12.4 **Indemnity Procedure.** The foregoing obligations of the indemnifying party are conditional upon the indemnified party: (a) promptly notifying the indemnifying party in writing of any such Claim or Proceeding; (b) reasonably cooperating with the indemnifying party in the defense or settlement thereof at the indemnifying party's sole expense; and (c) allowing the indemnifying party sole control of the defense or settlement, provided that indemnifying party may not settle any such Claim unless it unconditionally releases indemnified party of all liability.

## 13 LIMITATIONS OF LIABILITY

- 13.1 **Limitation of Liability.** NEITHER IG TECHNOLOGIES NOR ITS THIRD PARTY PROVIDERS OR LICENSORS SHALL HAVE ANY LIABILITY TO RESELLER FOR ANY LOSS OF PROFITS, SALES, BUSINESS, DATA, OR OTHER INCIDENTAL, CONSEQUENTIAL, OR SPECIAL LOSS OR DAMAGE, INCLUDING EXEMPLARY AND PUNITIVE DAMAGES, OF ANY KIND OR NATURE RESULTING FROM OR ARISING OUT OF THIS AGREEMENT OR THE SUBSCRIPTION SERVICES RENDERED HEREUNDER. THE TOTAL LIABILITY OF IG TECHNOLOGIES AND ITS THIRD PARTY PROVIDERS AND LICENSORS TO THE RESELLER ARISING OUT OF THIS AGREEMENT OR THE SUBSCRIPTION SERVICES RENDERED HEREUNDER FOR ANY AND ALL CLAIMS OR TYPES OF DAMAGES SHALL NOT EXCEED THE TOTAL FEES PAID OR PAYABLE HEREUNDER BY RESELLER FOR THE SUBSCRIPTION SERVICE OR PROFESSIONAL SERVICE AS TO WHICH THE LIABILITY RELATES, IN THE TWELVE (12) MONTHS PRIOR TO THE FIRST EVENT GIVING RISE TO LIABILITY. The allocations of liability in this Section represent the agreed, bargained-for understanding of the parties and IG Technologies' compensation hereunder reflects such allocations. The limitation of liability and types of damages stated in this Agreement are intended by the parties to apply regardless of the form of lawsuit or claim a party may bring, whether in tort, contract, or otherwise, and regardless of whether any limited remedy provided for in this Agreement fails of its essential purpose.
- 13.2 **Exclusions.** The above limitation of liability does not apply to: (i) a party's misappropriation or infringement of the other party's intellectual property rights; (ii) the indemnification provisions in this Agreement; (iii) a party's gross negligence or willful misconduct; or (iv) a party's payment obligations to the other party.

## 14 TERM, TERMINATION, AND SUSPENSION

- 14.1 **Term.** The term of this Agreement (the "**Term**") will be for the period of one (1) year commencing on the Effective Date of this Agreement, which shall automatically renew for successive one (1) year terms unless otherwise agreed, or unless terminated earlier by either party pursuant to this Agreement.
- 14.2 **Termination.** Either party may terminate this Agreement for convenience upon thirty (30) days' written notice to the other party. Notwithstanding any other provision of this Agreement, either party may terminate this Agreement for cause effective immediately upon written notice to the other party if the other party materially breaches this Agreement, provided in the event of a breach of warranty by IG Technologies, IG Technologies will have thirty (30) days to cure such breach in accordance with this Agreement.
- 14.3 **Effects of Termination.**
- 14.3.1 **Cessation of Usage; Payment.** Immediately upon expiration or termination of this Agreement: (a) Reseller will cease use of the Subscription Services and will cease from providing or attempting to provide Subscription Services (including any Professional Services or other products or services) to prospects, Customers, and End Users; and (b) Reseller will pay to IG Technologies all fees for Subscription Services or such other products or services ordered up to the date of termination without any right of deduction or offset in accordance with the Section on "Fees, Pricing, and Payment".
- 14.3.2 **Transitioning of End Users.** Upon Termination of this Agreement, Reseller must provide contact information (having obtained any necessary consents or authorizations) to IG Technologies for each current Customer. IG Technologies shall have the right to contact each Customer directly to discuss continued provisioning of the Subscription Services either from IG Technologies, directly, or through another authorized IG Technologies channel partner

so that Customers' access to the Subscription Services is uninterrupted. Reseller shall reasonably cooperate with IG Technologies upon request as necessary to ensure a smooth transition for the Customers.

**14.3.3 Cessation of Displays of IG Technologies Authorization and Marks.** Immediately upon Termination or expiration of this Agreement, Reseller shall stop displaying (including, but not limited to, sharing and/or posting) all IG Technologies Marks and any indication that it is a IG Technologies authorized Reseller. Similarly, if Reseller has obtained a higher Reseller tier designation and has been displaying a certificate of authorization referencing that higher tier (e.g., Certified or Premier) and loses that tier status or is otherwise terminated, Reseller must immediately cease such outdated or invalid displays upon any change in status. Resellers may display IG Technologies Marks and only a current, valid authorization, up until the date of termination, upon which all such displays must cease immediately.

**14.3.4 Survival.** Notwithstanding anything herein to the contrary, any provisions that by their nature should apply beyond the Term of this Agreement or that are necessary to the interpretation or enforcement of this Agreement will survive the termination of this Agreement for any reason and remain in full force and effect.

**14.4 Termination for Inactivity.** IG Technologies reserves the right, in its sole discretion, to terminate this Agreement with no notice if there is no activity (defined as no procuring of Subscription Services for resale in accordance with this Agreement) for a period of one hundred and eighty (180) consecutive days at any time during the Term.

**14.5 Suspension.** Notwithstanding any other provision of this Agreement, and without limiting IG Technologies' s rights or remedies under this Agreement or otherwise, IG Technologies may, at its option, suspend Reseller's use or access to the Subscription Services or the Partner Portal if: (a) Reseller is in breach of the Agreement (including for failure to make timely payment); (b) IG Technologies believes that such use or access poses a security risk to the Partner Portal, to other Resellers, the Subscription Services, or to other Customers or End Users of the Subscription Services; (c) it is necessary to prevent damage to, or degradation of, the Subscription Services or IG Technologies' s systems; (d) such use or access violates any law, regulation, court order, or other governmental request; or (e) IG Technologies suspects fraud or abuse. Nothing in this clause limits IG Technologies' s right to terminate for cause as outlined in this Agreement or ability to terminate this Agreement in the instance Reseller is acting, or has acted, in a manner that violates applicable law.

## 15 MISCELLANEOUS

**15.1 Feedback.** Reseller may provide IG Technologies with suggestions, comments, or other feedback (collectively, "Feedback") with respect to the Partner Program or the Subscription Services. Feedback is voluntary. IG Technologies is not obligated to hold any Feedback in confidence. IG Technologies may use Feedback for any purpose without obligation of any kind. To the extent a license is required to make use of any intellectual property in any Feedback, Reseller grants IG Technologies an irrevocable, non-exclusive, perpetual, royalty-free license to use such Feedback in connection with IG Technologies' s business, including the enhancement of the Subscription Services.

**15.2 Partner Program and Subscription Services Analytics.** IG Technologies may use and reproduce data in an aggregated, de-identified, and generic manner ("De-Identified Data") for the development, maintenance, support, and improvement of current and future Subscription Services; for tracking usage metrics and statistics of Subscription Services; for analyzing and reporting on threat intelligence; for the improvement of the Partner Program; and for other similar purposes. To the extent such De-Identified Data is disclosed, it will only be disclosed in a generic or aggregated manner that does not identify the Reseller or any individual and will exclude Reseller Confidential Information and Personal Data. IG Technologies shall implement reasonable technical safeguards that prevent reversal of De-Identified Data.

**15.3 Affiliates.** Reseller shall ensure its Affiliates comply with the terms of this Agreement. Reseller shall be jointly and severally liable with its applicable Affiliate for any breach by the Affiliate of this Agreement. No Affiliate may directly enforce any provision of this Agreement. All actions to enforce this Agreement must be brought by Reseller.

**15.4 Publicity.** Each party agrees that no public or private announcements, media releases, press conferences, or similar publicity relating to any aspect of this Agreement and/or any Subscription Services shall be made without the prior written consent of the other party.

**15.5 Joint Marketing Program.** Certain IG Technologies Resellers may be eligible to participate in the Joint Marketing Program at IG Technologies' s sole discretion. For eligibility and further details regarding the program, please email [info@IG.Technology](mailto:info@IG.Technology). IG Technologies reserves the right to alter or discontinue the Joint Marketing Program at any time, including alteration of the Program Guide and any requirements or benefits contained therein.

**15.6 Notices.** Any notice provided pursuant to this Agreement will be in writing and will be deemed given: (a) if by hand delivery or by delivery service, upon receipt thereof; (b) if delivered by first class mail, registered mail, or certified mail, upon the earlier of actual delivery or three (3) calendar days after deposit in the mail, postage prepaid; or (c) if by email, upon the next business day. All notices will be addressed to the parties at the addresses specified below or at such other addresses as either party may in the future designate as a notice address in writing to the other party.

**15.7 Headings.** The headings contained in this Agreement are for purposes of convenience only and shall not affect the meaning or interpretation of this Agreement.

**15.8 Assignment.** This Agreement may not be assigned or transferred by either party without the prior written consent of the other party, which consent will not be unreasonably withheld, conditioned, or delayed. Notwithstanding the foregoing, either party may assign its rights and obligations under this Agreement, in whole but not in part, without the other party's permission, to an Affiliate (provided previously purchased licenses, access rights, and seats for the Subscription Services will not be assignable or transferable without written consent from IG Technologies) or in connection with any merger, consolidation, sale of all or substantially all of such assigning party's assets, or any other similar transaction, provided, that the assignee: (a) is not a direct competitor of the non-assigning party; (b) is capable of fully performing the obligations under this Agreement; and (c) agrees to be bound by the provisions of this Agreement. This Agreement will inure to the benefit of, and be binding upon, each of the parties and their respective successors and permitted assigns. No performance of this Agreement, or any portion thereof, shall be subcontracted by Reseller without the prior written consent of IG Technologies. Reseller shall remain responsible to IG Technologies for any and all performance required under this Agreement by Reseller or its approved subcontractors, and no subcontractor shall bind or purport to bind IG Technologies or excuse Reseller of performance, and no assignment shall excuse Reseller of continued responsibility under this Agreement.

**15.9 Force Majeure.** Neither party to this Agreement shall be liable for delays or failures in performance under this Agreement (other than the payment obligations or breach of confidentiality requirements) resulting from acts or events beyond the reasonable control of such party, including acts of war, terrorism, acts of God, pandemic, epidemic, earthquake, flood, embargo, riot, sabotage, dispute, governmental act, failure of the Internet, power failure, energy interruption or shortages, other utility interruption, or telecommunications interruption, provided that the delayed party: (i) gives the other party notice of such cause without undue delay; and (ii) uses its reasonable commercial efforts to promptly correct such failure or delay in performance.

**15.10 No Third-Party Beneficiaries.** Unless otherwise expressly provided in this Agreement, no provisions of this Agreement are intended to, or will be construed to, confer upon or give to any person or entity other than Reseller and IG Technologies, and their respective successors and permitted assigns, any rights, remedies, or other benefits under or by reason of this Agreement. Without limiting the generality of the foregoing, Customers and End Users will not have any rights under this Agreement.

**15.11 Remedies Not Exclusive; Modification; Waiver.** Except as otherwise specifically provided herein, no remedy referred to in this Agreement is intended to be exclusive. No delay by either party in exercising any of their respective rights or remedies hereunder shall be deemed to be a waiver of such rights or remedies. No waiver by either party of any rights under this Agreement or breach by the other party hereunder shall in any way be a waiver of any such rights in the future or any future breach. Any waiver, amendment, or modification of this Agreement must be in writing and signed by the party against whom enforcement is sought.



- 15.12 **Severability.** If any provision of this Agreement is held to be invalid or unenforceable for any reason, the remaining provisions will continue in full force and effect without being impaired or invalidated in any way. It is the intention of the parties that this Agreement would have been executed without reference to any provisions that may, for any reason, be held to be invalid or unenforceable.
- 15.13 **Appendices.** The documents identified below are attached to this Agreement and incorporated by reference, with precedence given in the order below:  
**Appendix A:** Territory  
**Appendix B:** Template Authorization Letter
- 15.14 **Counterparts.** This Agreement may be executed and delivered in one or more counterparts, which may be executed and delivered by facsimile transmission or electronic image transfer, and each counterpart when so executed and delivered will be deemed an original, and all such counterparts will together constitute one and the same document. The parties agree that the electronic signature of a party to this Agreement shall be as valid as an original signature of such party and shall be effective to bind such party to this Agreement. The parties agree that any electronically signed document (including this Agreement) shall be deemed: (i) to be "written" or "in writing," (ii) to have been signed; and (iii) to constitute a record established and maintained in the ordinary course of business and an original written record when printed from electronic files. Such paper copies or "printouts," if introduced as evidence in any judicial, arbitral, mediation, or administrative proceeding, will be admissible as between the parties to the same extent and under the same conditions as other original business records created and maintained in documentary form. For purposes hereof, "electronic signature" means a manually-signed original signature that is then transmitted by electronic means; "transmitted by electronic means" means sent in the form of a facsimile or sent via the internet as a ".pdf" (portable document format) or other replicating image attached to an e-mail message; and, "electronically signed document" means a document transmitted by electronic means and containing, or to which there is affixed, an electronic signature.
- 15.15 **Construction and Entire Agreement.** As used herein, the term "including" shall mean "including, without limitation"; the term "includes" as used herein shall mean "includes, without limitation"; and terms appearing in the singular shall include the plural and terms appearing in the plural shall include the singular. In the event that Reseller is presented with IG Technologies click-wrap, the contents of this Agreement shall supersede any conflicting terms. This Agreement constitutes the final expression of the agreement of the parties, and is intended as the complete and exclusive statement of the terms of the parties' agreement with regard to the subject matter hereof. This Agreement supersedes all prior and concurrent proposals, promises, representations, negotiations, discussions, and agreements that may have been made in connection with the subject matter hereof.
- 15.16 **Governing Law; Venue.** The following provisions, which include the law that will apply in the event of any dispute or lawsuit arising out of, or in connection with, this Agreement, the courts that have jurisdiction over any such dispute or lawsuit, and the accompanying terms depend on where the Customer is domiciled in accordance with the following table. All proceedings to be conducted in English.

If the Reseller is domiciled in:	Without giving effect to any choice or conflict of law provisions, rules, or principles, the governing law is the laws of:	Courts with exclusive jurisdiction are:	Additional terms included are:
A country in North America, Central America, South America or Caribbean, other than Brazil. If Reseller is domiciled in a geographic region that does not fall into one of the designations described in this table, then Reseller will fall into this category.	Florida and controlling United States federal law	Miami-Dade County, Florida, U.S.A.	Notwithstanding the foregoing, the parties shall have the right to seek injunctive or prejudgment relief in any court of competent jurisdiction to prevent or enjoin the misappropriation, misuse, infringement or unauthorized disclosure of its Confidential Information or intellectual property rights. No Federal Acquisition Regulations shall be construed to apply to IG Technologies without IG Technologies' s written agreement thereto. The United Nations Convention for the International Sale of Goods shall not apply to this Agreement. THE PARTIES HERETO SHALL AND THEY HEREBY DO WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM BROUGHT BY EITHER OF THE PARTIES HERETO AGAINST THE OTHER ON ANY MATTERS WHATSOEVER ARISING OUT OF OR IN ANY WAY RELATED TO THIS AGREEMENT.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date last written below.

**IG TECHNOLOGIES**

**By:** \_\_\_\_\_  
**Name:** Jorge Casero  
**Title:** VP Global Partner  
**Date:** \_\_\_\_\_  
**Address for Notices:**  
 12485 SW 137<sup>th</sup> Avenue, Suite 212  
 Miami, Florida 33136 USA  
[info@IG.Technology](mailto:info@IG.Technology)  
**E-mail:** \_\_\_\_\_  
 (786) 678-9049  
**Phone:** \_\_\_\_\_  
 Legal Department  
**Attention:** \_\_\_\_\_

**RESELLER**

**By:** \_\_\_\_\_  
**Name:** \_\_\_\_\_  
**Title:** \_\_\_\_\_  
**Date:** \_\_\_\_\_  
**Address for Notices:** \_\_\_\_\_  
**E-mail:** \_\_\_\_\_  
**Phone:** \_\_\_\_\_  
**Attention:** \_\_\_\_\_

**Appendix A**

**TERRITORY**

In accordance with applicable law, Reseller is authorized to conduct its obligations under the Agreement (i.e., sales, promotional, advertising, and marketing activities for the Subscription Services) in the Territory(ies) provided below:

(\*At least one territory selection is required.)

NA - United States and Canada

LATAM - Mexico, Central America, South America & the Caribbean

Europe - Continental Europe

**Appendix B**  
**LETTER OF AUTHORIZATION**



\_\_\_\_\_

**Date**

**To Whom It May Concern:**

Dear Sir/Madam:

This letter certifies that as of the date indicated above, \_\_\_\_\_ is an authorized IG Technologies reseller, eligible to market and resell IG Technologies' Subscription Services.

As the VP Global Partner, I have the authority to write this letter.

If you have any questions, please do not hesitate to contact me using the information below.

Best Regards,

Jorge Casero

IG Technologies, Inc.  
12485 SW 137<sup>th</sup> Avenue, Suite 212  
Miami, FL 33186

Email: [jorge@IG.Technology](mailto:jorge@IG.Technology)