

RESELLER PRODUCT ADDENDUM Version: January 2022

This Reseller Product Addendum (this “**Addendum**”), to the Reseller Agreement between the parties (the “**Reseller Agreement**”), effective on the last signature date set forth below (the “**Effective Date**”), is entered into by and between Agiloft, Inc. (“**Agiloft**” or “**Supplier**”), and the person or entity identified in the signature block for a reseller partner below (“**Reseller**”). Any capitalized but undefined terms contained in this Addendum will have the meaning set forth in the Reseller Agreement.

1. APPOINTMENT

During the term of this Addendum, and subject to the terms and conditions of the Agreement and this Addendum, Agiloft hereby appoints Reseller as an Agiloft authorized reseller, on a non-exclusive and worldwide basis, to promote, market and sell the Product to End Users, and Reseller hereby accepts such appointment. Reseller is an independent contractor, shall not be considered an agent, representative or employee of Agiloft, and shall have no authority to represent, act for, bind or otherwise create any obligation on behalf of Agiloft except as specifically provided in this Addendum and the Agreement. For greater clarity, the foregoing appointment is subject to the terms and conditions of the Agreement, including, without limitation, Section 2.2 (Territory & Customer Base).

2. LICENSE GRANT AND RESTRICTIONS

2.1 License Grant. Subject to the terms and conditions of the Agreement and this Addendum, Agiloft hereby grants Reseller a non-exclusive, non-sublicensable, non-transferable license during the term of this Addendum to: (a) reproduce and distribute the Product solely to End Users; and (b) install and use the Product solely to provide technical support to End Users. Reseller shall inform End Users that acceptance of the EULA is a prerequisite to accessing and using the Product. Reseller shall include a link to the EULA in each End User Order. Acceptance of the EULA will be demonstrated by the End User signing or otherwise accepting the End User Order containing the link to the EULA. Upon request, Reseller shall promptly deliver to Agiloft a true, complete, and correct copy of any End User Order. Reseller agrees to inform Agiloft promptly if it is aware of any breach of the EULA. Reseller agrees to enforce the terms of the EULA if Agiloft requests Reseller to do so to protect Agiloft’s interest. Reseller accepts, and agrees to be bound by, the terms and conditions of the EULA in connection with its access to, and use of, the Product under Section 2.1(b). This license grant applies to each copy of the Product that Reseller makes.

2.2 Restrictions. Use of the terms “sell”, “purchase”, and other similar or related terms shall be interpreted in accordance with Section 2.1 above and Sections 3.2 (Restrictions) and 3.3 (Reserved Rights and Ownership; Feedback) of the Agreement. For greater clarity, the license grant in Section 2.1 above is subject to the terms and conditions of the Agreement, including, without limitation, Sections 3.2 (Restrictions) and 3.3 (Reserved Rights and Ownership; Feedback) of the Agreement.

3. ORDER PROCESS

Reseller shall submit an online Order in Agiloft’s Partner Hub, on behalf of the End User, as well as a purchase order with Agiloft, prior to executing a corresponding End User Order with each End User. The Order must include the number and type of Product licenses required and the customer name, IP address, and hostname

where the Product will be installed in order for a Product license key to be generated. All orders placed with Agiloft are subject to acceptance by Agiloft, and Agiloft may reject any order for good and reasonable cause without any liability to Reseller or any other person. Without prejudice to Agiloft's right to reject any Reseller order, Agiloft may reject orders where Reseller's account with Agiloft is past due, or where, in Agiloft's sole discretion, acceptance would result in Reseller exceeding its credit limit or where such resale transaction would give rise to a conflict of interest. Agiloft will not be liable to Reseller or to any other person for damages arising out of or related to any failure to fill orders, any error in filling orders or any delay in delivery. Upon receipt of a purchase order, Agiloft will issue a 90-day Product license key to Reseller to allow Reseller to install, configure and support the Product until Agiloft receives payment from Reseller. The Product license key will expire 90 days from the date issued. Reseller shall ensure that Agiloft receives payment before the Product license key expires. Agiloft will not be liable to Reseller or to any other person for damages arising out of or related to any failure by Reseller to ensure Agiloft receives payment before the Product license key expires.

4. TERM AND TERMINATION

4.1 Term. This Addendum will commence on the Effective Date and remain in effect for the term of the Agreement, unless earlier terminated as set forth below.

4.2 Termination. This Addendum may be terminated by a party if (a) the other ceases to do business, or otherwise terminates its business operations; or (b) the other breaches any material provision of this Addendum or the Agreement and fails to cure such breach within thirty (30) days of written notice describing the breach. In addition, either party may terminate this Addendum at any time by providing the other party with ninety (90) days prior written notice. Notwithstanding the foregoing, Agiloft reserves the right to immediately terminate this Addendum if it determines, in its sole and good faith discretion, that Reseller has engaged in or is engaging in any conduct that is or tends to be detrimental to Agiloft or Agiloft's business or reputation. This Addendum will terminate automatically if either party (w) makes a general assignment for the benefit of creditors, (x) is adjudicated bankrupt, (y) files a voluntary petition for bankruptcy or reorganization, or has a petition filed against it for an adjudication in bankruptcy or reorganization and such petition is not dismissed within sixty (60) days, or (z) applies for or permits the appointment of a receiver, trustee or custodian for any of its property or assets.

4.3 Effect of Termination. Upon any expiration or termination of this Addendum and subject to Section 4.4, (a) all rights and licenses granted by Reseller and Agiloft under this Addendum will terminate, (b) Reseller shall immediately discontinue all marketing, promotion and advertising of the Product and all use of the Agiloft Marks, (c) Reseller shall not offer or execute any further End User Orders; and (d) each party will immediately return, or securely destroy, all Confidential Information of the other party in its possession, custody or control in whichever form held (including, without limitation, all copies or embodiments of the Confidential Information). Any failure of Reseller to abide by this Section 4.3 shall entitle Agiloft to bring appropriate action, including but not limited to injunctive action. Agiloft shall not be liable to Reseller solely because of the termination of this Addendum in accordance with this Section 4, including, without limitation, for compensation, reimbursement, or damages due to the loss of prospective profits or anticipated sales, or due to expenditures, investment, leases, or commitments in connection with the business or goodwill of Reseller. Notwithstanding any termination of this Addendum, Reseller's obligations to pay for all Products delivered to Reseller will continue after termination. No termination under this Addendum will be deemed a waiver or limitation of a party's other remedies.

4.4 End User Orders. End User Orders executed in accordance with the Agreement and this Addendum prior to the expiration or termination of this Addendum will remain in effect in accordance with their terms, but without renewals or extensions. The terms and conditions setting forth Reseller's obligations under this Addendum and the Agreement will continue to be in effect. Reseller may continue to access and use the Product solely to meet its technical support obligations in such End User Orders, and upon the expiration or termination of such obligations, Section 4.3 will apply.

4.5 Survival. Section 2.2 (Restrictions) will survive any termination or expiration of this Addendum. The Agreement remains in effect unless or until it expires or is terminated in accordance with its terms.

5. GENERAL TERMS

This Addendum and the Agreement constitute the complete agreement between the parties regarding the subject matter of this Addendum and replace any prior communications (whether oral, written or otherwise) between the parties regarding the subject matter. If there is a conflict between the terms of this Addendum and the terms of the Agreement, the terms of this Addendum will prevail.

This Addendum may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have caused this Addendum to be executed by their duly authorized representatives as of the Effective Date.

For:	Agiloft	Reseller
Company	Agiloft, Inc.	
Type	Delaware Corporation	
Corporate Tax ID	71-0907214	
Telephone	650-587-8615	
Facsimile	650-745-1209	
Street Address	460 Seaport Blvd, #200	
City	Redwood City	
State	CA	
Zip Code	94063	
Printed Name		
Title		
Date		
Signature		