

ATIVION FRAMEWORK RESELLER AGREEMENT

CONTRACT DETAILS

Atvion	
Atvion Office Address	
Account Manager:	Name: Title: Email:
Reseller	
Reseller's address:	
Reseller's representative:	
Effective Date:	
Products:	
Territory:	
Initial term:	
Business Plan Targets:	Quarter 1: Quarter 2: Quarter 3: Quarter 4:
Reserved Territories:	Any additional territories or regions which do not fall within the Territory as defined above.
Support:	
Special terms:	
Schedules:	Schedule 1: Program Tiers and Pricing

[Signature Page Follows]



SIGNED AND ACCEPTED BY

Ativion

By:

Name:

Title:

Date:

Reseller

By:

Name:

Title:

Date:

CONTRACT TERMS

This Ativion Framework Reseller Agreement (the “**Agreement**”) is between the Ativion or Netop entity identified in the signature line below (“Ativion”) and the Reseller who signs below (“**You**” or “**Reseller**”). Each of Ativion and Reseller may be referred to as a “**Party**” and collectively as the “**Parties**.” This Agreement will be effective as of the date it is executed by Ativion (the “**Effective Date**”).

1. Appointment. By execution of this Agreement, and subject to Your compliance with the terms of this Agreement, Ativion appoints You as an authorized reseller of the Ativion Services within the Territory, and You may distribute and resell the Ativion Services subject to this Agreement and the entry of the Parties into subsequent Orders. During the term of this Agreement, Ativion shall provide Reseller with the Discount associated with Reseller’s then current Reseller Tier for Orders placed for the Ativion Services which are to be resold by Reseller to End Users. You may only resell Ativion Services within the Territory.

2. Definitions.

“**Acceptable Use Policy**” means Ativion’s then current acceptable use policy setting forth the terms and conditions of an End User’s acceptable use of Ativion Services. A copy of the Acceptable Use Policy in effect as of the date of this Agreement is available at www.ativion.com/legal/AUP, which may be amended from time to time in Ativion’s sole discretion.

“**Confidential Information**” means non-public information disclosed by one party to the other that: (i) is designated as “Confidential”; (ii) a reasonable person knows or reasonably should understand to be confidential; or (iii) includes either party’s products, customers, marketing and promotions, know-how, or the negotiated terms of the Agreement; and which is not independently developed by the other party without reference to the other’s Confidential Information or otherwise known to the other party on a non-confidential basis prior to disclosure.

“**Discount**” means a reduction from the list price of the applicable Ativion Services.

“**End User**” means any third party to whom you resell the Ativion Services.

“**EULA**” means Ativion’s then current end-user software license agreement setting forth the terms and conditions of an End User’s permitted use of Ativion Services. A copy of the EULA in effect as of the date of this Agreement is available at www.ativion.com/legal/EULA, which may be amended from time to time in Ativion’s sole discretion. The EULA includes the requirement to accept the Ativion Services Agreement (ASA), and Reseller acknowledges its obligations under the ASA as applicable to its role.

“**Intellectual Property**” means patents, copyrights, trademarks, trade secrets, domain names, database rights, and any other proprietary intellectual property rights, in each case whether registered or unregistered and including all applications (or rights to apply) for, and renewal or extensions of, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

“**Ativion Companies**” means: all the entities identified as Ativion Companies listed within the organization structure available at www.ativion.com/legal/group-structure.

“**Ativion Group**” means any and all subsidiary companies of Impala Bidco Limited, a company incorporated in England and Wales with registration number 10878303, registered at Seventh Floor, East West, Tollhouse Hill, Nottingham, UK NG1 5FS, consisting of Ativion Companies and Netop Companies.

“**Ativion Services**” means Ativion’s (or its affiliate’s) commercially available services detailed in the Contract Details.

“Netop Companies” means all the entities identified as Netop Companies listed within the organization structure available at www.ativion.com/legal/group-structure.

“Order” means any document, including any online order process, which specifies the Ativion Services purchased by Reseller and associated fees.

“Reseller Fees” means the commissions which shall be paid to Reseller as described in Schedule 1.

“Representatives” means a Party’s respective service providers, officers, directors, employees, contractors, affiliates, suppliers, and agents.

“Territory” means the geographic locations in which Reseller is authorized to resell the Ativion Services, as specified in the Contract Details.

3. Reseller Requirements.

3.1. General. You represent and warrant that: (i) all information You have provided and will provide in connection with this Agreement, is true, correct, and complete, (ii) You have not been and are not currently the subject of any investigation or legal proceeding of any kind in relation to spamming or the violation of any privacy or consumer protection or deceptive trade practices law or regulation, (iii) entering into this Agreement does not and will not violate any agreement or obligation existing between You and any third party, and (iv) You will at all times comply with all laws applicable to Your use, provision, resale, or distribution of the Ativion Services. You will agree a business plan target for new business sales by mutual agreement as per the Contract Details.

3.2. Export. You may not resell Ativion Services to a country specified as a prohibited country under applicable law. You represent and warrant that You are not on the United States Department of Treasury, Office of Foreign Asset Controls list of Specially Designated National and Blocked Persons and are not otherwise a person to whom Ativion is legally prohibited to provide the Ativion Services.

Neither party nor any of its Subsidiaries or, to the best of its knowledge, any director, officer, manager, or employee of such party or any of its Subsidiaries is a person who (a) is the target of any laws administered by the United States Department of the Treasury's Office of Foreign Assets Control ("OFAC") or any other governmental entity imposing economic sanctions or trade embargoes ("Economic Sanctions Laws"), or (b) is located, organized, or resident in a country or territory that is, or whose government is, the target of sanctions imposed by OFAC or any other governmental entity.

Each Party shall promptly upon becoming aware thereof notify the other party if it or any of its Subsidiaries, or any of its or its Subsidiaries' directors, officers, managers, employees, or agents becomes the target of any Economic Sanctions Laws, or the country or territory where any of them is located, organized, or resident becomes the target of sanctions imposed by OFAC or any other governmental entity.

3.3. Registration. You agree that you shall comply with any lead or End User notification and registration requirements as communicated to you by Ativion from time to time.

3.4. End User Agreement and Compliance. You must require your End Users to enter into the form of agreement as appropriate to the applicable Ativion Services to ensure that End Users receive, are aware of, and accept the terms and conditions of the EULA and the Acceptable Use Policy before using Ativion Services and promptly report to Ativion in writing of any actual or suspected EULA non-compliance. You may impose additional terms on your End Users, but agree that you will not obfuscate, modify, or amend the EULA or Acceptable Use Policy and will not provide the Ativion Services to any party who has not lawfully accepted the EULA or Acceptable Use Policy.

3.5. Improper Conduct. You are required to have a corporate policy which communicates internally the need for compliance with applicable anti-bribery and corruption laws, and data protection laws, sets out

good practice that your staff should follow, and which rigorously enforces any breach of such policy or the law. On request, You will provide Ativion with your anti-bribery policy. You agree to cooperate with Ativion in regular audits we undertake to monitor Your compliance with Your policy and applicable law.

3.6. Data Protection Laws. You will not resell our Products and Services in a Territory or in a way that is against any local data protection laws relevant in each relevant Territory. The Reseller agrees that it is solely responsible for any compliance of data protection laws or other local laws relating to the processing, storing or other activities in relation to personal data of any End Users and Customers and will cooperate with Ativion to ensure that no local laws are breached

4. Term & Termination.

4.1. Term. The initial term of this Agreement shall be as outlined above, after which the Agreement shall automatically renew for subsequent additional terms of 1 year each, until terminated by either Party pursuant to Section 4.2.

4.2. Termination. Either Party may terminate this Agreement by providing the other with 30 days advance written notice.

4.3. Modification of Program. Ativion may, upon 30 days advance written notice, issue a change to Schedule 1 (Pricing) and the Contract Details (Territories, Products and Customers) (such change may modify this Agreement in any way in Ativion's sole discretion, including by modifying, reducing, or eliminating any Discount).

5. Audits. Reseller shall maintain any books, documents, records, papers, or other Reseller materials related to this Agreement (collectively, "**Records**"). During the Term of the Agreement and for 2 years following termination of the Agreement, upon Ativion's request with not less than 10 days' notice, Reseller shall permit access to the Records ("**Audits**"). Audits may be conducted by the internal and external auditors and personnel of Ativion (collectively, "**Auditors**"). Reseller shall, in a timely manner, cooperate in a commercially reasonable manner with the Auditors and provide the Auditors commercially reasonable assistance as they may reasonably request in connection with the Audit. The Auditors will avoid disrupting Reseller's operations during the Audit. Ativion may exercise its rights under this provision not more frequently than 1 time in any 12 month period unless Ativion has a good faith reason to believe that Reseller is in violation of the terms of this Agreement.

6. Intellectual Property.

6.1. Use of Marks. You may only use collateral, marketing, and sales materials previously approved or provided by Ativion ("**Collateral**") in promoting or reselling the Ativion Services. You may not make any representation as to the Ativion Services which is contrary to, or in excess of, any such Collateral without prior approval by Ativion.

6.2. Created by Ativion. Ativion shall own all Intellectual Property created as part of providing the Ativion Services.

6.3. Infringement. If the delivery of the Ativion Services infringes the intellectual property rights of a third party and Ativion determines that it is not reasonably or commercially practicable to obtain the right to use the infringing element, or modify the Ativion Services such that they do not infringe, then Ativion may terminate the applicable Order on written notice and will not have any liability on account of such termination except to refund amounts paid for unused Ativion Services.

7. Confidential Information. Each Party agrees not to use the other's Confidential Information except in connection with the performance or use of the Ativion Services, the exercise of its legal rights under this Agreement, or as required by law, and will use reasonable care to protect Confidential Information from unauthorized disclosure. Each party agrees not to disclose the other's Confidential Information to any third

party except: (i) to its Representatives, provided that such Representatives agree to confidentiality measures that are at least as stringent as those stated in this Agreement; (ii) as required by law; or (iii) in response to a subpoena or court order or other compulsory legal process, provided that the party subject to such process shall give the other written notice of at least seven days prior to disclosing Confidential Information unless the law forbids such notice.

8. Limitation on Damages. TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT WILL ATIVION OR ITS REPRESENTATIVES BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, OR CONSEQUENTIAL LOSS OR DAMAGES OF ANY KIND. IN NO EVENT SHALL ATIVION BE LIABLE FOR ANY PUNITIVE DAMAGES OR FOR ANY LOSS OF PROFITS, DATA, REVENUE, BUSINESS OPPORTUNITIES, CUSTOMERS, CONTRACTS, GOODWILL, OR REPUTATION. IN NO EVENT WILL ATIVION'S ACTUAL LIABILITY EXCEED THE AMOUNT OF ANY DISCOUNTS DUE TO YOU PURSUANT TO THIS AGREEMENT.

9. Indemnification. If Ativion or its affiliates, or any of their respective Representatives, is faced with a legal claim by a third party, arising out of Reseller's failure to comply with the additional terms of this Agreement; a breach by Reseller of any of its obligations, representations, or warranties under this Agreement; a violation by Reseller or its End Users of any law, rule, or regulation pertaining to the performance of this Agreement or use of the Ativion Services; the infringement or misappropriation of any intellectual property rights of any third party by any promotional or marketing materials developed or created by or on behalf of Reseller; false or misleading sales, marketing, or promotional materials, terms, warranties, or related information regarding Reseller's sale of the Ativion Services, then Reseller will pay the cost of defending the claim (including reasonable attorneys' fees) and any damages award, fine, or other amount that is reasonably incurred by Ativion as a result of the claim.

10. Non-Solicitation. You agree that during the term of this Agreement, and for 12 months following its termination, You will not solicit any Ativion customer (as of the date of termination) to cease use of the Ativion Services or to purchase competing solutions from You or another party. Nothing in this Section shall prohibit an Ativion customer from contacting You directly without Your inducement to obtain services of any kind.

11. Governing Law.

11.1. The Ativion Companies. If you are contracting with Impero Solutions, Inc. d/b/a Ativion, then the Agreement is governed by the laws of the State of Delaware, USA, exclusive of any choice of law principle that would require the application of the law of a different jurisdiction. Exclusive venue for all disputes arising out of the Agreement shall be in the state or federal courts in Delaware, and we each agree not to bring any action in any other venue. You waive all objections to this venue and agree not to dispute personal jurisdiction or venue in these courts. If you are contracting with any other of the Ativion Companies, then the Agreement is governed by the law of England and Wales and each of us expressly and unconditionally submits to the exclusive jurisdiction of the courts of England and Wales.

11.2. The Netop Companies. If you are contracting with Netop Tech, Inc., then the Agreement is governed by the laws of the State of Delaware, USA, exclusive of any choice of law principle that would require the application of the law of a different jurisdiction. Exclusive venue for all disputes arising out of the Agreement shall be in the state or federal courts in Delaware, and we each agree not to bring any action in any other venue. If you are contracting with any other of the Netop Companies, then the Agreement is governed by the law of England and Wales and each of us expressly and unconditionally submits to the exclusive jurisdiction of the courts of England and Wales.

11.3. No claim may be brought as a class or collective action, nor may you assert such a claim as a member of a class or collective action that is brought by another claimant. Each of us agrees that we will not bring a claim under this Agreement more than two years after the time that the claim accrued. This Agreement shall not be governed by the United Nations Convention on the International Sale of Goods.

12. Miscellaneous.

12.1. Entire Agreement. Unless otherwise expressly permitted in this Agreement, the terms of the Agreement may be varied only by a written agreement signed by both parties that expressly refers to the Agreement. The pre-printed terms of your purchase order or other business form or terms that you provide shall be void and of no effect. The following provisions shall survive the termination of this Agreement: Intellectual Property, Confidentiality, Limitation on Damages, Indemnification, Governing Law, Miscellaneous, and any other provisions that by their nature are intended to survive expiration or termination of the Agreement. You may not assign this Agreement without the prior written consent of Ativion.

12.2. If any part of this Agreement is found unenforceable, the rest of this Agreement will continue in effect, and the unenforceable part shall be reformed to the extent possible to make it enforceable and give business efficacy to this Agreement. Each Party may enforce its respective rights under the Agreement even if it has waived the right or failed to enforce the same or other rights in the past. The relationship between the Parties is that of independent contractors and not business partners. Neither party is the agent for the other and neither party has the right to bind the other on any agreement with a third party. The use of the word “including” means “including without limitation”. Other than Representatives for the purposes of Sections 8 and 9 there are no third-party beneficiaries to the Agreement.

The individual signing represents to Ativion that he or she is authorized to sign on behalf of Reseller. The Agreement constitutes the complete and exclusive agreement between the Parties regarding the subject matter and supersedes and replaces any prior agreement, understanding or communication, written or oral.

SCHEDULE 1
Program Tiers and Pricing

Program Tiers