

AccuKnox Reseller Agreement
Effective starting: Jan 1, 2024

This AccuKnox Reseller Agreement (**the “Agreement”**) is entered into by and between AccuKnox (**“AccuKnox” or “we”**), a US Delaware Corporation, and the applicable reseller (**“Reseller” or “you”**). If you are accepting on behalf of your employer or another entity, you represent and warrant that: (i) you have full legal authority to bind your employer or such entity to this Agreement; (ii) you have read and understand this Agreement; and (iii) you agree to this Agreement on behalf of the party that you represent. By placing an Order for AccuKnox’s Offerings to resell to a Customer, you indicate your assent to be bound by this Agreement. If you do not agree to the terms of this Agreement, do not place an Order to resell the AccuKnox Offerings. Individually, either Reseller or AccuKnox may be referred to as a **“Party”** and, together, AccuKnox and Reseller may be referred to as the **“Parties”**.

1. **INTRODUCTION.** This Agreement sets forth the terms and conditions that apply to Reseller’s placement of any Orders for resale of AccuKnox’s Offerings to a Customer.

2. **DEFINITIONS**

2.1. **“Affiliate”** means an entity that, directly or indirectly, owns or controls, is owned or is controlled by or is under common ownership or control with a Party, where **“ownership”** means the beneficial ownership of fifty percent (50%) or more of an entity’s voting equity securities or other equivalent voting interests and **“control”** means the power to direct the management or affairs of an entity.

2.2. **“Anti-Corruption Laws”** means all anti-bribery and anti-corruption laws and regulations binding on a Party’s business in connection with the performance of its obligations or exercise of its rights under this Agreement, including the United States Foreign Corrupt Practices Act, U.K. Bribery Act 2010 and the OECD Convention on Combating Bribery of Foreign Public Officials in International Business Transactions.

2.3. **“Applicable Data Protection Law”** means any privacy and/or data protection laws, regulations and binding guidance that apply to the processing of Personal Data in connection with the respective Party’s performance under this Agreement, or to the privacy of electronic communications, including, to the extent applicable, the General Data Protection Regulation (EU) 2016/679 (**“GDPR”**), Directive 2002/58/EC, the California Consumer Privacy Act, as may be amended from time to time (**“CCPA”**) and any legislation or regulations implementing, replacing, amending or made pursuant to such laws.

2.4. **“Brand Elements”** means the trademarks, service marks, names, logos, marketing collateral or similar materials provided by a AccuKnox for use under this Agreement.

2.5. **“Customer”** means an end-user customer of an Offering.

2.6. **“Customer Agreement”** means the then-current version of the AccuKnox Software License Agreement (which can be found at <https://www.AccuKnox.com/sla/> which may be periodically updated by AccuKnox.

- 2.7. “**Effective Date**” means the date on which you place an Order to resell the Offerings to a Customer pursuant to this Agreement.
- 2.8. “**List Price**” means the retail list price of the Offerings as displayed at <https://www.AccuKnox.com/pricing> (as amended from time to time by AccuKnox and as may be specific to the Customer’s country)
- 2.9. “**Offerings**” means AccuKnox’s products and services, including those as described at <https://www.AccuKnox.com/> and as modified from time to time. Offerings may include:
- 2.9.1. AccuKnox’s cloud products (“**Cloud Products**”),
- 2.9.2. AccuKnox’s installed software products and any generally-available bug fixes, updates and upgrades it provides to Customers (“**Software Products**”),
- 2.9.3. **Technical Account Manager (TAM) services**, premier or priority support or other services related to the Cloud Products and Software Products,
- 2.9.4. Any related documentation or media provided by AccuKnox
- 2.10. “**Order**” means an order for the Offerings submitted by Reseller hereunder, on behalf of a Customer, using ordering process designated by AccuKnox.
- 2.11. “**Personal Data**” means, as applicable, “**personal data**” as defined under GDPR, “**personal information**” as defined under CCPA, or any other personal data or personal information protected by laws and processed by a Party as set forth under this Agreement.
- 2.12. “**Privacy Policy**” means AccuKnox’s Privacy Policy available at <https://www.AccuKnox.com/privacy>
- 2.13. “**Scope of Use**” means a Customer’s authorized Scope of Use for the Offerings specified in an Order, which may include: (a) number and type of users, (b) number of licenses, copies or instances or (c) entity, division, business unit, website, or other restrictions or billable units.

3. RESELLER RIGHTS AND RESTRICTIONS

- 3.1. Resale of Offerings.
- 3.1.1. **Limited Right to Resell Offerings.** Subject to all of the terms and conditions of this Agreement, during the Term, AccuKnox grants to Reseller a one-time, non-exclusive right to resell licenses or subscriptions (as applicable) to the Offerings directly to Customers, for the Customer’s own use (i) within the applicable Scope of Use and (ii) pursuant to a Customer Agreement as further set forth in Section 4.2 (Customer Agreements and Warranties). All resales are subject to Reseller’s submission and AccuKnox’s acceptance of the applicable Order.
- 3.1.2. **No Indirect Sales.** Reseller’s rights under this Agreement are non-transferable and non-sublicensable. Reseller may not resell Offerings to Customers or third parties for further resale, redistribution, sharing or transfer. Nor may Reseller resell any Offerings except pursuant to Orders directly with AccuKnox in

accordance with this Agreement (e.g., Reseller may not resell Offerings purchased from other AccuKnox resellers).

- 3.1.3. **AccuKnox-Provided Offerings.** For clarity, Reseller will not act as a sublicensor or provider of the Offerings and has no right to rebrand, reframe, operate or control the Offerings. However, as to each Customer, Reseller will be solely responsible for ongoing account-related activities such as billing, collecting fees and refunds.
- 3.2. **License Restrictions.** Reseller will not, and will not permit any third party to: (a) sell, provide access to, distribute or sublicense the Offerings to a third party except as expressly authorized in this Agreement; (b) incorporate the Offerings into Reseller's products or services or resell the Offerings on a bundled or OEM basis (but this does not prohibit Reseller from listing Offerings with Reseller or third-party products on a quote or invoice provided to Customers); (c) use the Offerings for Reseller's own benefit, or on behalf of, or to provide any product or service to, third parties (but this does not limit any separate Reseller access to Offerings under Section 5.1 (Access Through Customer Accounts)); (d) use the Offerings to develop a similar or competing product or service; (e) reverse engineer, decompile, disassemble or seek to access the source code or non-public APIs to the Offerings, except to the extent expressly permitted by applicable law (and then only with prior notice to AccuKnox); (f) modify or create derivative works of the Offerings; (g) copy any element of the Offerings; or (h) remove, obscure or modify in any way any proprietary or other notices or attributions in the Offerings. Without limiting the foregoing, Reseller may not market, advertise or resell the Offerings through any online store, except to the extent such restriction is prohibited by applicable law.
- 3.3. **Identification as Reseller.** During the Term, subject to this Agreement and any quality standards and usage guidelines that AccuKnox specifically prescribes AccuKnox grants Reseller the right to use AccuKnox's Brand Elements solely in connection with identifying yourself as an AccuKnox "Reseller" in connection with your authorized resale of the Offerings. Reseller will not advertise or market AccuKnox's Offerings without clearly identifying AccuKnox as the developer or provider of such Offerings. Reseller will promptly cease any use of AccuKnox's Brand Elements upon request. At no time during or after the Term will Reseller (a) register or acquire any domain names that contain any terms that are the same or similar to the Offerings or AccuKnox's domains, (b) challenge or assist others to challenge AccuKnox's trademark rights in the Brand Elements or the registration thereof, (c) attempt to register or acquire any trademarks confusingly similar to those in the Brand Elements, or (d) use the Brand Elements except as expressly permitted in this Agreement. Reseller acknowledges that any unauthorized use of AccuKnox's Brand Elements will constitute a material breach of this Agreement. Except as authorized herein, neither AccuKnox nor Reseller may make any public announcement or other public disclosure about this Agreement or AccuKnox and Reseller's relationship under this Agreement without obtaining the prior written approval of the other.
- 3.4. **Non-Exclusive.** The rights granted to Reseller hereunder are non-exclusive and nothing under this Agreement will be deemed to prohibit AccuKnox from entering into any reseller, end-user license, services or other agreement with any party anywhere in the world either during or after the Term.

- 3.5. **Affiliates and Contractors.** AccuKnox may permit its Affiliates and subcontractors to exercise its rights and fulfill its obligations under this Agreement, but remains responsible for its overall performance under this Agreement.

4. CONDUCT AND OBLIGATIONS

- 4.1. **Reseller Conduct.** Reseller will represent AccuKnox and the Offerings in a positive and professional manner at all times. Reseller shall ensure that any personnel who will be performing activities under this Agreement, prior to such performance, have satisfactorily completed a background investigation, reasonable for the given role, and subject to applicable law. Reseller will not (a) disparage the Offerings, (b) represent itself as an agent or employee of AccuKnox, (c) engage in any misleading, deceptive, illegal, or unethical conduct in connection with its performance under this Agreement, or (d) make any representations, guarantees, warranties or commitments regarding the Offerings: (i) in addition to or inconsistent with those in the product descriptions provided by AccuKnox with respect to the Offerings or (ii) on AccuKnox's behalf. If Reseller breaches this Section 4.1, without limiting its other remedies, AccuKnox may terminate this Agreement with 5 days' prior notice.
- 4.2. **Customer Agreements and Warranties.** Each Customer's access to and use of the Offerings is subject to the applicable Customer Agreement. Reseller is responsible for ensuring each Customer has entered such Customer Agreement, at or before such Customer's purchase or use of the Offerings, in a manner that is legally binding upon the Customer. Upon written request by AccuKnox, Reseller will promptly deliver to AccuKnox evidence of each Customer's executed Customer Agreement. Reseller agrees to immediately notify AccuKnox of any known or suspected breach of a Customer Agreement or other unauthorized use of the Offerings and to assist AccuKnox in the enforcement of the terms of each Customer Agreement.
- 4.3. **Reseller Services.** Reseller has no rights under this Agreement to provide training or other services to Customer in connection with their use of the Offerings ("Reseller Services").

5. RESELLER ACCESS TO OFFERINGS

- 5.1. **Access Through Customer Accounts.** If Reseller receives access to Offerings directly from a Customer (e.g., in Reseller's capacity as a contractor of Customer), then Reseller's access or use of any Offering on behalf of a Customer will remain subject to the applicable Customer Agreement between AccuKnox and such Customer, with Reseller as an "Authorized User" (or other applicable end user) of such Customer under the Customer Agreement.
- 5.2. **No Other Access; Separate Agreements.** Except as expressly provided in this Section 5, Reseller receives no other access to the Offerings in connection with this Agreement. If Reseller purchases any Offerings for its own use, its use of such Offerings will be governed by the Customer Agreement between Reseller and AccuKnox and not this Agreement.

6. OWNERSHIP

- 6.1. **Reservation of Rights and Ownership.** Neither Party grants the other Party any rights or licenses not expressly set forth in this Agreement. The Offerings (including any content or information contained therein) and all copies thereof are protected by copyright and other intellectual property laws and treaties. AccuKnox and its suppliers have and will retain all rights, title and interest (including all patent rights, copyrights, trade secret rights, trademarks, service marks, related goodwill and confidential and proprietary information) in and to its Brand Elements (including all goodwill arising from their use), the Offerings, any underlying software and all copies, improvements, updates, modifications and enhancements of the foregoing (including any changes which incorporate any Feedback, as defined in Section 6.2 (Feedback)), and Reseller does not acquire any rights of ownership in any of the foregoing. Notwithstanding any use of terms such as “purchase”, “sale” or likewise hereunder, all Offerings are offered by AccuKnox on a license or subscription basis only.
- 6.2. **Feedback.** If Reseller provides AccuKnox with feedback about the Offerings (“Feedback”), AccuKnox may use the feedback without restriction. For clarity, this use right applies to any Feedback Reseller submits to AccuKnox that was originally provided to Reseller by a Customer. All Feedback is provided “AS IS”.

7. ORDERS AND PAYMENT

- 7.1. **Orders.** In order to resell an Offering and prior to committing to provide an Offering to any Customer, Reseller must place an Order with AccuKnox specifying the Offerings that Reseller **PAYMENT** will resell, the applicable Customer and corresponding contact information, and the Customer’s Scope of Use. No Order will be binding until accepted by AccuKnox in its sole discretion (or otherwise in writing). Any Order placed by Reseller must correspond to an applicable order form by Customer for the Offerings and associated Scope of Use. Any additional or different terms in Reseller’s order form with the Customer will not be binding upon AccuKnox and Reseller will be solely liable for any claims arising from such terms. Accepted Orders are non-cancellable by Reseller, except to the extent otherwise set forth herein or in an Order. AccuKnox may collect and use certain data and information in connection with Reseller’s placement of an Order in accordance with the Privacy Policy.
- 7.2. **Price and Payment.** Each Order will set forth the Offerings and List Price. Reseller will pay all amounts due under this Agreement in United States Dollars, unless AccuKnox designates another currency at the time of the Order. Payment is due when you submit your Order.
- 7.3. **Customer Pricing; Collection.** Reseller will independently determine the pricing at which it offers the Offerings to Customers. Reseller will be solely responsible for collecting all fees from Customers. Non-payment by Customers will not relieve Reseller of its obligation to pay fees to AccuKnox. AccuKnox reserves the right to cancel or suspend provision of the Offerings with respect to any Customer if it fails to receive payment from Reseller with respect to such Customer.
- 7.4. **Delivery.** AccuKnox will deliver access keys or login or other instructions for access to the Offerings directly to the Customer contact specified in Reseller’s Order in accordance with our standard delivery procedures. AccuKnox will not deliver any Offerings covered by an Order to Reseller.

- 7.5. **Taxes.** Amounts payable by Reseller under this Agreement for Offerings exclude any taxes or duties payable in respect of the Offerings in the jurisdiction where the payment is either made or received. To the extent that any such taxes or duties are payable by AccuKnox, Reseller must pay to AccuKnox the amount of such taxes or duties in addition to any amounts owed under this Agreement for the Offering at the time of the Order. Notwithstanding the foregoing, Reseller may have obtained an exemption from relevant taxes or duties as of the time such taxes or duties are levied or assessed. In such event, Reseller may provide to AccuKnox any such exemption information, and AccuKnox will use reasonable efforts to provide such invoicing documents as may enable Reseller to obtain a refund or credit for the amount so paid by AccuKnox from any relevant revenue authority, if such a refund or credit is available. However, AccuKnox will have no refund or credit obligation itself under this Section 7.5.
- 7.6. **Records and Audit.** Reseller will maintain complete, clear and accurate records of its transactions and performance under this Agreement, including evidence of each Customer's entry into the Customer Agreement. Upon 10 days' advance written notice, Reseller will permit AccuKnox or its representative to audit Reseller's records to ensure Reseller's compliance with this Agreement. Any such audit will be conducted during normal business hours and in a manner designed to cause minimal impact on Reseller's ordinary business activities. Reseller will maintain all records required under this Agreement for at least 3 years following expiration or termination of the Agreement.
- 7.7. **Customer Refunds and Service Credits.** If a Customer exercises its right under the applicable Customer Agreement to terminate an order pursuant to AccuKnox's return policy or to seek a refund or service credit, Reseller will promptly notify AccuKnox and provide AccuKnox with evidence of the Customer's request. AccuKnox may, in its sole discretion: (a) issue the appropriate refund or service credit directly to the Customer in lieu of a refund or service credit to Reseller or (b) issue the refund or service credit to Reseller, which refund or service credit Reseller will promptly revert to the Customer. Other than as set forth in this Section 7.7, AccuKnox will not issue any refunds or service credits to Reseller under this Agreement.

8. WARRANTIES AND DISCLAIMER

- 8.1. **Warranties.** Reseller represents and warrants that (a) it has the legal power and authority to enter into and perform its obligations under this Agreement, (b) its execution and performance of this Agreement will not violate any other agreement to which it is a party, and (c) it will comply with all laws applicable to its business in connection with its performance under this Agreement, including Applicable Data Protection Laws, import and export compliance laws and regulations and Anti-Corruption Laws, and will not give, offer or promise any item of value to any official, person or entity in violation of Anti-Corruption Laws.
- 8.2. **Disclaimer.** the OFFERINGS, ANY SUPPORT AND ALL OTHER SERVICES ARE PROVIDED HEREUNDER "AS IS". EXCEPT AS EXPRESSLY PROVIDED HEREIN, NEITHER PARTY NOR OR ITS SUPPLIERS MAKES ANY OTHER WARRANTIES, CONDITIONS OR UNDERTAKINGS, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NONINFRINGEMENT.

9. INDEMNIFICATION

- 9.1. **Indemnification by Reseller.** Reseller will defend, indemnify and hold harmless AccuKnox and its officers, directors, employees, representatives and agents from and against any third-party claim brought against such AccuKnox parties, and any resulting losses, liabilities, damages, costs or expenses (including reasonable attorneys' fees), to the extent arising from or relating to: (a) your breach or alleged breach of this Agreement or your conduct in connection with resale or marketing of the Offerings, (b) your issuance of any warranty or representation regarding AccuKnox or its Offerings not specified in the Customer Agreement.
- 9.2. **Procedures.** Reseller's obligations in this Section 9 are subject to receiving (a) prompt written notice of the claim, (b) the exclusive right to control and direct the investigation, defense and settlement of the claim and (c) all reasonably necessary cooperation of the indemnified Party, at the indemnifying Party's expense for reasonable out-of-pocket costs. The indemnifying Party may not settle a claim without the indemnified Party's prior written consent (not to be unreasonably withheld) if the settlement would require the indemnified Party to admit fault or take or refrain from taking any action (other than ceasing use or sale of infringing materials, when AccuKnox is the indemnifying Party). The indemnified Party may participate in the defense of any claim with its own counsel at its own expense.

10. CONFIDENTIAL INFORMATION

- 10.1. **Definition.** "Confidential Information" means information disclosed under this Agreement that is designated by the disclosing Party as proprietary or confidential or that should be reasonably understood to be proprietary or confidential due to its nature and the circumstances of its disclosure. AccuKnox's Confidential Information includes the terms and conditions of this Agreement, the Offerings, any technical or performance information about the Offerings, any non-public documentation provided by AccuKnox and any new product information regarding the Offerings.
- 10.2. **Obligations.** As receiving Party, each Party will (a) hold the disclosing Party's Confidential Information in confidence and not disclose such Confidential Information to third parties except as permitted in this Agreement and (b) only use such Confidential Information to fulfill its obligations and exercise its rights in this Agreement. The receiving Party may disclose the disclosing Party's Confidential Information to its employees, agents, contractors and other representatives having a legitimate need to know, provided it remains responsible for their compliance with this Section 10 and they are bound to confidentiality obligations no less protective than this Section 10.
- 10.3. **Exclusions.** These confidentiality obligations do not apply to information that the receiving Party can document (a) is or becomes public knowledge through no fault of the receiving Party, (b) it rightfully knew or possessed prior to receipt under this Agreement, (c) it rightfully received from a third party without breach of confidentiality obligations or (d) it independently developed without using the disclosing Party's Confidential Information. The receiving Party may disclose the disclosing Party's Confidential Information if required by law, subpoena or court order, provided, if permitted by law, it notifies the disclosing Party in advance.

- 10.4. **Remedies.** Unauthorized use or disclosure of Confidential Information may cause substantial harm for which damages alone are an insufficient remedy. Each Party may seek appropriate equitable relief, in addition to other available remedies, for breach or threatened breach of this Section 10.

11. TERM AND TERMINATION

- 11.1. **Term.** This Agreement is effective as of the Effective Date and continues for an initial term of 12 months and will renew for successive 12-month periods, unless either Party gives the other Party notice of non-renewal at least 30 days before the current term ends (the “Term”).
- 11.2. **Termination.** Either Party may terminate this Agreement for no reason or any reason upon 30 days’ prior written notice. Either Party may also terminate this Agreement or an applicable Order if the other Party fails to cure a material breach of this Agreement within 15 days after notice of such breach. Upon notice, AccuKnox may suspend Reseller’s participation as a reseller for breach of this Agreement or may terminate this Agreement if AccuKnox ceases to offer the AccuKnox Reseller Program or determines that termination is necessary to comply with laws or to avoid liability or harm to its services, reputation, Customers or users. Except where an exclusive remedy may be specified in this Agreement, termination is not an exclusive remedy, and the exercise by either Party of any remedy under this Agreement will be without prejudice to any other remedies it may have under this Agreement, by law or otherwise.
- 11.3. **Consequences of Termination.** Upon any expiration or termination of this Agreement, Reseller will (a) cease to be an authorized reseller of Offerings, (b) immediately cease all advertising, marketing and other resale activities with respect to the Offerings, (c) cease use of the Offerings to the extent permitted under the Agreement, and any Brand Elements or other AccuKnox resources provided under this Agreement and destroy any and all copies of such Offerings and Brand Elements, (d) immediately pay AccuKnox any outstanding unpaid amounts and (e) pay AccuKnox the amounts, if any, which come due under any Order accepted prior to the date of termination as such amounts come due. In addition, upon any expiration or termination of this Agreement, each Party will return or destroy (at the other Party’s option) any Confidential Information of the other Party in its possession or control, provided that each Party may maintain reasonable copies to the extent required by applicable law or for archiving purposes in accordance with its record retention policies.
- 11.4. **Customer Agreements.** Any Customer licenses or subscriptions granted prior to the termination of the Agreement will survive in accordance with the terms of the applicable Customer Agreement, provided that in no event may such licenses be extended or renewed without the prior written consent of AccuKnox. The Parties agree to continue cooperating to carry out an orderly termination of their relationship, and to the extent a Customer desires to purchase Offerings (including renewals and increasing user tiers) following termination of the Agreement, Reseller will refer the Customer to AccuKnox and fully cooperate with AccuKnox in connection therewith. AccuKnox will have no liability to Reseller of any type arising from termination of this Agreement in accordance with its terms. To the extent a Customer notifies Reseller or AccuKnox that it wishes to terminate an order with Reseller prior to the Subscription Term End Date as set forth in such order with Reseller in accordance with the Customer’s

terms with the Reseller, and purchase Offerings through another AccuKnox reseller or AccuKnox, then Reseller agrees to reasonably cooperate with AccuKnox in transferring applicable access or other requisite rights to the Offerings under the terminated Order to Customer or Customer's selected alternate reseller.

- 11.5. **Survival.** Sections 2 (Definitions), 3.2 (License Restrictions), 3.3 (Non-Exclusive), 6 (Ownership), 7.2 (Price and Payment) (with respect to payment obligations accrued as of the date of expiration or any termination), 7.5 (Taxes), 7.6 (Records and Audit), 7.7 (Customer Refunds and Service Credits), 8.2 (Disclaimer), 9 (Indemnification), 10 (Confidential Information), 11 (Term and Termination), 12 (Limitation of Liability), 13 (Dispute Resolution), 15 (Changes to Agreement) and 16 (General Provisions) will survive any termination of this Agreement.

12. LIMITATION OF LIABILITY

- 12.1. **Consequential Damages Waiver.** EXCEPT FOR EXCLUDED CLAIMS (DEFINED BELOW), NEITHER PARTY (NOR ITS SUPPLIERS OR AFFILIATES) WILL HAVE ANY LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT FOR ANY LOST PROFITS, INTERRUPTION OF BUSINESS, COSTS OF DELAY OR ANY INDIRECT, SPECIAL, INCIDENTAL, RELIANCE OR CONSEQUENTIAL DAMAGES OF ANY KIND, EVEN IF INFORMED OF THE POSSIBILITY OF SUCH DAMAGES IN ADVANCE.
- 12.2. **Liability Cap.** EXCEPT FOR EXCLUDED CLAIMS, EACH PARTY'S (AND ITS SUPPLIERS' AND AFFILIATES') AGGREGATE LIABILITY TO THE OTHER ARISING OUT OF OR RELATED TO THIS AGREEMENT WILL NOT EXCEED THE AMOUNT ACTUALLY PAID OR PAYABLE BY RESELLER TO ACCUKNOX WITH RESPECT TO THE ORDER THAT IS THE SUBJECT OF THIS AGREEMENT.
- 12.3. **Excluded Claims.** "Excluded Claims" means (a) Reseller's breach of Sections 3 (Reseller Rights and Restrictions), 4 (Conduct and Obligations), (b) amounts payable to third parties by Reseller under Section 9 (Indemnification) or (c) either Party's breach of Section 10 (Confidential Information).
- 12.4. **Nature of Claims and Failure of Essential Purpose.** The parties agree that the waivers and limitations specified in this Section 12 apply regardless of the form of action, whether in contract, tort (including negligence), strict liability or otherwise and will survive and apply even if any limited remedy specified in this Agreement is found to have failed of its essential purpose.

13. DISPUTE RESOLUTION

- 13.1. **Governing Law; Jurisdiction and Venue.** This Agreement is governed by the laws of the State of California and the United States without regard to conflicts of laws provisions and without regard to the United Nations Convention on the International Sale of Goods or the Uniform Computer Information Transactions Act (UCITA). The jurisdiction and venue for actions related to this Agreement will be the state and United States federal courts located in Cupertino, California, and both parties submit to the personal jurisdiction of those courts.
- 13.2. **Injunctive Relief; Enforcement.** Notwithstanding Section 13.1 (Governing Law; Jurisdiction and Venue), nothing in this Agreement will prevent either Party from seeking injunctive relief with respect to a violation of intellectual property rights,

confidentiality obligations or enforcement or recognition of any award or order in any appropriate jurisdiction.

14. **EXPORT RESTRICTIONS.** Reseller agrees to comply with all relevant U.S. and foreign export and import laws in using the Offerings. Without limiting the foregoing, (a) Reseller represents and warrants that it is not, and that it will not market or resell the Offerings to any party that is, listed on any U.S. government list of prohibited or restricted parties or located in (or a national of) a country that is subject to a U.S. government embargo or that has been designated by the U.S. government as a “terrorist supporting” country and (b) Reseller will not (and will not permit any of its users to) access or use the Offerings in violation of any U.S. export embargo, prohibition or restriction or with any information controlled under the U.S. International Traffic in Arms Regulations.

15. **CHANGES TO AGREEMENT.** AccuKnox may update this Agreement from time-to-time at its sole discretion by posting the updated terms to this site or a successor site. The version of this Agreement in place at the time each Order is submitted is the version that will govern such Order. Except as provided in this Section 15, all changes or amendments to this Agreement require the written agreement of you and AccuKnox.

16. GENERAL PROVISIONS

16.1. **Contact Information.** Except as otherwise set out in this Agreement, please direct your communications concerning this Agreement to contact@AccuKnox.com. AccuKnox may send you notices to your email address that is on file with AccuKnox, which you have provided when placing an Order, or through your AccuKnox account.

16.2. **Force Majeure.** Neither Party will be liable to the other for any delay or failure to perform any obligation under this Agreement (except for a failure to pay fees) due to events beyond its reasonable control, such as a strike, blockade, war, act of terrorism, riot, Internet or utility failures, refusal of government license, pandemic or natural disaster.

16.3. **Assignment.** Neither Party may assign or transfer this Agreement without the other Party’s prior written consent. As an exception to the foregoing, either Party may assign this Agreement in its entirety to an Affiliate, or to its successor resulting from a merger, acquisition or sale of all or substantially all of its assets or voting securities, provided that the assignee is financially and technically able to, and agrees in writing to, assume all of assignor’s obligations under this Agreement. Any attempt to transfer or assign this Agreement except as expressly authorized above will be null and void. Subject to the foregoing, this Agreement will inure to the Parties’ permitted successors and assigns.

16.4. **Entire Agreement.** This Agreement constitutes the entire, complete and exclusive agreement between the Parties and supersedes all previous agreements or representations, oral or written, relating to the subject matter hereof. In the event of conflict or inconsistency between any such terms and conditions, the following order of precedence will apply: 1) the Order, 2) this Agreement and 3) any other terms or documentation attached hereto or referenced herein. Except for an Order executed by AccuKnox, no purchase order

or ordering documents which purports to modify or supplement this Agreement will add to or vary the terms of this Agreement.

- 16.5. **Waivers; Severability.** No failure or delay by the injured Party to this Agreement in exercising any right, power or privilege hereunder will operate as a waiver thereof, nor will any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any right, power or privilege hereunder at law or equity. Waivers must be signed by the waiving Party's authorized representative and cannot be implied from conduct. If any provision of this Agreement is held invalid, illegal or unenforceable, it will be limited to the minimum extent necessary so the rest of this Agreement remains in effect.
- 16.6. **Interpretation.** As used herein, "including" (and its variants) means "including without limitation" (and its variants), and "hereunder" refers to this Agreement in its entirety. Headings are for convenience only. If any provision of this Agreement is held to be void, invalid, unenforceable or illegal, the other provisions will continue in full force and effect.
- 16.7. **Independent Contractors.** The Parties are independent contractors. This Agreement will not be construed as constituting either Party as a partner of the other or to create any other form of legal association that would give either Party the express or implied right, power or authority to create any duty or obligation of the other Party.

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be executed in their names by their properly and duly authorized officers or representatives as of the date set forth above.

AccuKnox, Inc.

By: ____

Print Name: __

Title: __

[RESELLER]

By: ____

Print Name: __

Title: __

**Exhibit A
Business Terms**

Reseller Incentive:

- 20% of **Net** Subscription Fees for 2 years
- Additional 5% for registered opportunities [registration valid for 60 days]
- Additional 5% funneled towards MDF (Marketing Development Fund) – mutually agreed to projects

Payment Terms: Within 30 days of receipt of payment from Customer.