

## VERGE.IO RESELLER AGREEMENT

This Verge.io Reseller Agreement ("Reseller Agreement") is by and between Verge.io, Inc., a Delaware corporation with its principal place of business at 333 Jackson Plaza, Suite 503, Ann Arbor, MI 48103 ("Verge.io") and \_\_\_\_\_, a \_\_\_\_\_ corporation with its principal office at \_\_\_\_\_ ("Reseller"). Verge.io and Reseller are referred to herein collectively, as the "Parties" and individually, each a "Party."

Now Therefore, in consideration of the mutual promises and covenants herein, the Parties have executed this Reseller Agreement by their duly authorized representatives effective the later of the dates below:

### VERGE.IO, INC

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Email: \_\_\_\_\_

Date: \_\_\_\_\_

### RESELLER

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Email: \_\_\_\_\_

Date: \_\_\_\_\_

### Notices Under This Reseller Agreement Shall Be Provided As Follows:

To Verge.io:

Verge.io, INC

Attn: Legal Dept.

Address: same as set forth above

With an additional electronic copy delivered to:

legal@verge.io

To: \_\_\_\_\_

Attn: \_\_\_\_\_

Address: same as set forth above

With an additional electronic copy delivered to:

\_\_\_\_\_

### Incorporated In This Reseller Agreement:

#### **Sales Order**

**License and Service Agreement** at [www.verge.io/legal](http://www.verge.io/legal)

**Appendix A:** Reseller Terms

**Appendix B:** Non-Disclosure Agreement ("NDA")

References herein to "Reseller Agreement" include the Sales Order and the foregoing Appendices.

APPENDIX A: RESELLER TERMS  
VERGE.IO RESELLER AGREEMENT

This Appendix A to Reseller Agreement sets forth the framework for Reseller to market and resell Verge.io proprietary software and related services (collectively, "Software").

### 1. Applicability of the Reseller Agreement

The Reseller Agreement applies when Reseller's customer ("Customer") contracts with Reseller to access the Software and regardless of whether Customer remits payment for such access

### 2. Non-Exclusive Reseller Relationship

Verge.io hereby grants to Reseller a non-exclusive, non-transferrable, non-sublicensable right to market, including scheduling demonstrations, and resell the Software. Verge.io may engage other partners to undertake the foregoing activities and may engage in such activities directly with end-user customers. There are no territorial limits on where Reseller may market or sell the Software to potential customers and Reseller has no exclusive marketing or sales rights to any territories or Software. Nothing in the Reseller Agreement will be interpreted to restrict either Party's freedom to set prices for the Software, whether sold by itself or bundled with other products and services. Each Party will bear its own costs to perform under the Reseller Agreement, except as otherwise set forth herein.

### 3. Invoicing and Payment Terms

- a. Invoicing. Unless otherwise specified in the Sales Order, Verge.io will invoice Reseller (a) in advance on a monthly, annual, or other periodic and pro-rated basis for access to the Software and Software Support Services and (b) in arrears at the end of each month or other periodic basis for variable, Software usage-based, or other fees. Reseller will timely remit payment, including fees for the initial Software setup and Software Support Services, as specified in the Sales Order. Initial setup fees and fees for Software Support Services are non-refundable and Reseller's payment is due regardless of whether Customer completed its portion of the setup process or commenced using the Software. Should Customer exceed a contractual usage limit, Verge.io will invoice Reseller and Reseller will pay for such excess usage and, in the event usage is sold in bundles (e.g., a bundle of 20 or 30 Software license keys), Reseller may consider increasing Customer's bundle and associated pricing. Billing accrues through and includes the day access to the Software and Software Support Services are discontinued. "Software Support Services" is defined in the LSA as available at [www.verge.io/legal](http://www.verge.io/legal) and includes Software Maintenance Services and Software Support, which is help desk support.
- b. Payment Terms. Unless otherwise specified in the Sales Order, each month Verge.io will invoice Reseller and payment (USD) is due within thirty (30) days of receipt of the invoice. Reseller shall be in default if (a) Reseller is delinquent on payment, (b) Verge.io issues Reseller a notice of default, and (c) Reseller fails to cure the default within fourteen (14) days after receipt of the notice. Other terms relating to payment—which shall likewise apply to Reseller—include default for nonpayment, disputing fees, taxes, fee adjustments, and written assurances of ability to pay, are set forth in the LSA as available at [www.verge.io/legal](http://www.verge.io/legal). Reseller acknowledges it may not approve or issue a credit or refund and, in the event a Customer requests a credit or refund, Reseller will provide Verge.io with the request and all information pertaining to the request. A credit or refund provided or promised to a Customer without Verge.io's prior written authorization will be at Reseller's sole risk and expense. A refund or credit provided by Verge.io designated for a specific Customer must go directly to the Customer without a deduction, that is, Reseller will not retain any portion of the refund or credit. Verge.io will not issue a refund or credit to Reseller or a Customer if Customer's Software license is terminated by Verge.io pursuant to the Reseller Agreement or LSA or Customer is delinquent with payment.

### 4. Term and Termination

- a. Term. The term for the Reseller Agreement will commence when both a Sales Order and the Reseller Agreement are executed ("Initial Term"). Thereafter, the Reseller Agreement will automatically renew for consecutive twelve (12) month periods (each renewal period and the Initial Term are herein referred to as the "Term"), unless the Reseller Agreement is terminated as provided herein.
- b. Termination for Convenience. Either Party may terminate the Reseller Agreement for any reason, including no reason, upon thirty (30) days prior written notice to the other Party. If the Reseller Agreement is terminated for convenience, the Parties shall ensure, to the extent practical, existing Customer(s) will continue to access the Software and receive Software Support Services for the duration of the remainder of their contractual term provided there is no payment delinquency.

- c. Termination for Cause. The Reseller Agreement may be terminated by a Party prior to the expiration of the Term if a Party is in material breach of the Reseller Agreement or LSA and, after receiving written notice of the breach, fails to cure the breach within thirty (30) days. Termination will be automatically effective on the thirty-first (31st) day unless otherwise withdrawn in writing by the Party that first provided the notice..
- d. Verge.io Additional Rights. Notwithstanding the foregoing, Verge.io may disable Software license keys or suspend performance of Software Support Services if there is a payment delinquency. Verge.io may terminate the Reseller Agreement if Reseller's actions or inactions harm Verge.io's reputation or customer relationships, Reseller has committed fraud or misrepresentation with respect to entering into or its performance of the Reseller Agreement, or Reseller transferred or otherwise assigned the Reseller Agreement except as permitted herein. Verge.io may also terminate the Reseller Agreement if Reseller makes unauthorized representations or commitments on behalf of Verge.io, misleads or deceives existing or prospective customers, or fails to comply with applicable laws. Termination will be effective on the date set forth in a written notice to Reseller.
- e. Payment Upon Termination. In the event of any expiration or earlier termination, Reseller shall timely pay Verge.io accrued and unpaid fees incurred through the termination date, including fees to access to the Software and Software Support Services as well as variable, Software usage-based, or other fees.
- f. Cessation and Return of Confidential Information or Deletion of Data. Upon expiration or termination of the Reseller Agreement, the right to use Verge.io's logo granted hereunder shall terminate concurrently with the expiration or termination of the Reseller Agreement. Reseller shall cease using Verge.io's marks and advertising and reselling the Software. In addition, each Party shall promptly return to the other Party or, at such other Party's request, destroy, Confidential Information in the possession or control of the other Party. Notwithstanding the preceding sentence: (i) neither Party will be required to retrieve or destroy the other Party's Confidential Information stored on backup media, other than in the normal course of its data management activities; (ii) each Party agrees and understands the other Party may, in its reasonable discretion, retain certain Confidential Information for business purposes, including to comply with business recordkeeping obligations, federal and state data retention laws and requirements, and compliance purposes; and (iii) Verge.io will not be required to retrieve or destroy any of Reseller's Confidential Information to the extent such Confidential Information is necessary to provide Software to Customers or substantiate Software provided to Customers. Any Confidential Information retained past expiration or termination in accordance with the preceding sentence will remain subject to the terms of the NDA.
- g. Survival. All provisions herein shall survive, by its explicit or implicit terms, the termination or expiration of the Reseller Agreement until the obligations thereto have been satisfied.

## 5. Customer Registration

- a. Registered Customer. For a potential customer to be considered for registration with Verge.io, Reseller must provide to Verge.io information in writing regarding the potential customer as requested by Verge.io. At a minimum, Reseller's written submission of information about a potential customer must include: (a) the potential customer's identity and business address; (b) the anticipated Software to be provided to the potential customer; and (c) information describing Reseller's pre-sale efforts with the potential customer. Upon receipt of information pertaining to about a potential customer, Verge.io will respond in writing within three (3) business days and, upon acceptance, the potential customer becomes a "Registered Customer." Registration and acceptance may be communicated via electronic correspondence. A potential customer for whom Reseller does not receive a written acceptance notice from Verge.io within three (3) business days is declined. Verge.io reserves the right, in its sole discretion, to decline to enter into a business relationship with any potential customer or Registered Customer. Unless otherwise approved by Verge.io, a potential customer will be declined if—from the date that Reseller submitted the potential customer's identity to Verge.io—the customer at issue either had a Verge.io Software agreement in effect within the prior twelve (12) month period or had been in communication with Verge.io regarding pricing to access the Software within the prior six (6) month period.
- b. Registration Period. A newly Registered Customer will undergo a registration period for ninety (90) days ("Registration Period"). If, during the Registration Period, a Registered Customer executes an agreement to access the Software with Reseller (the "Registered Customer Agreement") and Reseller forwards to Verge.io an executed copy of the Registered Customer Agreement, Verge.io will, in turn, issue a Sales Order. Upon Verge.io's receipt of a Sales Order signed by Reseller identifying the Registered Customer, the Registered Customer will become a Customer and Verge.io will issue Software license keys to said Customer. In submitting a Sales Order, Reseller represents the information contained thereto is complete and accurate in all respects and Reseller agrees to pay Verge.io fees for Customer's access to the Software and Software Support Services as well as variable, Software usage-based, or other fees, as applicable. The Registered Customer Agreement must incorporate the LSA and

the essential terms of the Sales Order. In connection with Reseller furnishing an executed copy of the Registered Customer Agreement, Reseller may, in its reasonable discretion, redact pricing and other sensitive terms it deems confidential. Notwithstanding the foregoing, Verge.io may negotiate directly with a Customer a LSA tailored to Customer's specific needs and, in such event, the tailored LSA shall govern Customer's access to the Software and Software Support Services. Moreover, and for the avoidance of doubt, Reseller is neither a party to nor a beneficiary of a LSA between Verge.io and a Customer. The Registration Period may only be extended upon Verge.io's written consent, as mutually agreed by the Parties.

- c. Other Terms Relating to Customers and Software Pricing. Reseller acknowledges if a Customer is not satisfied with Reseller's services and/or terminates its relationship with Reseller as it relates to accessing the Software, Customer may select another Verge.io partner or contract with Verge.io directly. In addition, pricing quotes for the Software issued by Verge.io under the Reseller Agreement via a Sales Order or otherwise shall expire thirty (30) days following issuance and all pricing quotes exclude applicable taxes.

## 6. Reseller Portal

Reseller Portal. Verge.io may provide Reseller with access to a portal which may provide Reseller access to Software-related platforms, applications, tools, or other resources ("Reseller Portal"). In the event Verge.io grants Reseller access to the Reseller Portal, Reseller will be granted a limited, revocable, non-exclusive, non-transferrable right and license to access and use the Reseller Portal during the Term for Reseller's internal business purposes only and in accordance with the terms of the Reseller Agreement.

## 7. Marketing Materials and Intellectual Property

- a. Limited License to Verge.io Marketing Materials. During the Term of the Reseller Agreement, Verge.io hereby grants to Reseller a limited, revocable, non-exclusive, non-transferrable / non-assignable (except as expressly permitted via a successor in interest) right to market the Software using the advertising and promotional materials made available to Reseller by Verge.io to market the Software, including the Verge.io Reseller logo indicating Reseller is an authorized reseller of the Software (collectively, "Marketing Materials"). Reseller shall only use the Marketing Materials in the exact form, style, and type prescribed by Verge.io in any branding or marketing guidelines, which guidelines Verge.io may amend from time to time. If Verge.io determines Reseller is using or displaying the Marketing Materials in a manner detrimental to Verge.io's interest, Verge.io may provide Reseller with additional instructions regarding use of such Marketing Materials or request Reseller to promptly cease using the Marketing Materials, and Reseller shall promptly comply with such instructions or requests. The rights relating to Marketing Materials granted in this provision may be superseded or restricted based on amendment to or appendix subsequently included with the Reseller Agreement, and Reseller shall only display the Verge.io Reseller logo or marks to the extent permitted thereto.
- b. Right and License to Reseller's Logo. During the Term of the Reseller Agreement, Reseller hereby grants to Verge.io a limited, revocable, non-exclusive, non-transferrable / non-assignable (except as expressly permitted via a successor in interest) right and license (a) to copy, disclose, display, distribute, print, publish, store, and use Reseller's logo to indicate Reseller is an authorized reseller of the Software on Verge.io's website and other marketing documents, materials, and platforms and (b) to create a Verge.io Reseller logo and to the extent the Verge.io Reseller logo incorporates Reseller's marks, to copy, disclose, display, distribute, print, publish, store, and use such Verge.io Reseller logo to advertise and promote the Software.
- c. No "White Labeling" and Other Restrictions. Reseller shall not modify, translate, or create derivative works of the Materials or otherwise engage in what is commonly known as "white labeling" with respect to Verge.io Materials. "Verge.io Materials" in the preceding sentence and herein refers to the Marketing Materials and "Verge.io IP," which term is defined in the next subsection entitled "Intellectual Property Ownership, Feedback, and Joint Works." In addition, Reseller shall not: (a) copy or reproduce the Verge.io Materials in whole or in part or access or use the Verge.io Materials in any way other than as expressly permitted in the Reseller Agreement; (b) decompile, decrypt, disassemble, reverse engineer, or otherwise attempt to gain the source code to Verge.io IP or any component thereof; (c) sublicense, assign, share, timeshare, sell, rent, lease, loan, grant a security interest in, use for service bureau purposes or otherwise transfer the Verge.io Materials; (d) divert, export, re-export, or transfer the Verge.io Materials to any country, individual, company, or other entity that is embargoed by the United States, in violation of any U.S. export law or governmental regulation, or otherwise identified on a list of prohibited, sanctioned, debarred, or denied parties, including, without limitation, those imposed, administered, or enforced through the Office of Foreign Assets Control ("OFAC") of the U.S. Department of the Treasury or the Bureau of Industry and Security ("BIS") of the U.S. Department of Commerce; (e) interfere with or attempt to interfere with the proper functioning of Verge.io or any Verge.io software or website including, without limitation, subverting or attempting

to subvert embedded security controls or usage monitoring tools or modules; (f) access or use Verge.io Materials to develop a product, service, functionality, data, or content similar to or competitive with any component of the Verge.io Materials; (g) use the Verge.io Materials in connection with any product or service that is similar to or directly or indirectly competitive with the Software or Verge.io; (h) remove, alter, cover, or obfuscate any copyright notices or other proprietary rights notices placed or embedded on or in the Verge.io Materials; (i) violate the Reseller Agreement; or (j) cause, authorize, or assist any third-party to do any of the foregoing. Further, Reseller may not use any Software license keys issued under the Reseller Agreement for its own internal use or distribute or otherwise transfer any Software license keys issued under the Reseller Agreement to any Reseller affiliates. In addition, Reseller will not engage in any act or omission that would impair Verge.io's or its licensors' intellectual property rights in any of the Verge.io Materials or any data, developments, information, inventions, processes, subject matter, or work products proprietary to Verge.io or its licensors. Reseller acknowledges the restrictions in this subsection apply to any component of the Verge.io Materials relevant to the restriction.

- d. Intellectual Property Ownership, Feedback, and Joint Works. Reseller acknowledges Verge.io owns all intellectual property rights in and to the Marketing Materials and Verge.io IP (collectively, "Verge.io Materials"). Verge.io retains all rights, title, and interest in and to the Verge.io Materials and all rights to the Verge.io Materials not expressly granted to Reseller in the Reseller Terms are reserved. Reseller further acknowledges Verge.io retains the right to use the foregoing or any part thereof for any purpose in Verge.io's sole discretion. "Verge.io IP" herein means: (i) tangible or intangible data, content, information, or materials made available by Verge.io in connection with the Software or the Reseller Agreement including, without limitation, analytics, forms, graphs, metrics, policies, procedures, reports, and any enhancements, error corrections, modifications, or updates thereto or derivative works thereof; (ii) algorithms, analytics, audio-visual works, charts, compilations, designs, developments, diagrams, discoveries, drafts, formatting, ideas, instructions, inventions, know-how, libraries (code or otherwise), lists, login credentials, "look and feel," materials, methodologies, notes, outlines, preparatory materials, processes, schematics, sketches, software (including the Software) and its object and source code, technical information, techniques, templates, training materials, tools, user interfaces, websites, work product, copyright applications, copyrights, logo, marks, patent applications, patents, and trade secrets, and any combinations thereof, that are used by Verge.io to deliver or supplied in connection with the Software or the Reseller Agreement and any enhancements, error corrections, modifications, or updates thereto or derivative works thereof, whether tangible or intangible; and (iii) concepts, general skills, ideas, know-how, methodologies, techniques, or tools that are gained or learned in the course of Verge.io providing Software under the Reseller Agreement, which have general applicability beyond providing the Software under the Reseller Agreement. The "Feedback" provision set forth in the LSA as available at [www.verge.io/legal](http://www.verge.io/legal) is incorporated herein, which shall also be applicable to Reseller. In short and to the extent applicable, Verge.io shall retain the right and license/title in and to "Feedback" and "Joint Works."

## 8. Representations and General Disclaimer

- a. Representations. Each Party represents: (a) it has the right and authority to enter into the Reseller Agreement and each Party's electronic signature will be binding on and treated as an original signature of such Party; (b) the Reseller Agreement constitutes a valid and binding obligation that is enforceable against each such Party in accordance with the terms hereof; (c) it has not previously entered into any agreement, license, or other arrangement that would materially restrict its ability to comply with the applicable terms and conditions of the Reseller Agreement; (d) it is duly organized, existing, and in good standing under the laws of any jurisdiction where the ownership of its assets or the conduct of its business require such Party to be so qualified, or if such Party is not so qualified, the failure to so qualify will not have an adverse effect on the ability of such Party to perform its obligations under the Reseller Agreement or the ability of the other Party to enforce the Reseller Agreement; (e) the individual whose signature appears on the first page and any other document where a signature is required has the right and authority to enter into the Reseller Agreement or applicable document on behalf of that Party; and (f) it is not listed on any U.S. Government list of prohibited or restricted parties, including the list of Specially Designated Nationals and Blocked Persons maintained by the OFAC, U.S. government denied-parties list maintained by BIS, or any list of known or suspected terrorists, terrorist organizations, or other prohibited or sanctioned persons, companies, or other entities. Reseller also represents it has sufficient rights and third-party consents and permissions necessary or appropriate to permit Verge.io to access, display, maintain, store, and use, as applicable, any data, information, or materials Reseller provides to Verge.io pursuant to the Reseller Agreement. Reseller further represents it will not nor permit its personnel to make knowingly disparaging statements or remarks regarding the Software or Verge.io or its officers, directors, employees, or affiliates.
- b. General Disclaimer. Except for the express representations and warranties set forth in this Section, Verge.io makes no other representations or warranties of any kind whatsoever, express or implied, with respect to the Reseller Agreement or the Software and all Software is provided "as is." Verge.io expressly disclaims any implied warranty of merchantability, fitness for a particular purpose, or non-infringement, implied warranties arising from a course of dealing or course or performance, or warranties that the Software will be uninterrupted, delivered error-free, or that

all errors will be corrected. No oral or written information given by Verge.io, its personnel, or licensors or the like will create a warranty. To the fullest extent permitted by applicable law, Verge.io makes no representations or warranties and assumes no liability as to items distributed under a third-party name or logo that may be offered or combined with the Software. The Software may be subject to limitations, delays, and other problems inherent in the use of the internet and electronic communications and Verge.io is not responsible for any delays, delivery failures, or other damages resulting from such issues.

## 9. Confidentiality

During the relationship established by the Reseller Agreement, each Party may access or otherwise receive from the other Party Confidential Information, as such term is defined in the NDA attached as **Appendix B**. Each Party will treat the other Party's Confidential Information as required by the NDA. Each Party acknowledges a breach of the NDA by such Party will be a material breach of the Reseller Agreement. The existence and terms of the Reseller Agreement will be considered Verge.io Confidential Information, which will not be disclosed by Reseller other than as permitted in the NDA.

## 10. Indemnification and Limitation of Liability

- a. Indemnification by Verge.io. Verge.io will defend, indemnify, and hold harmless Reseller and its employees, directors, officers, and agents (collectively, "Reseller Indemnitees") from and against all damages, liabilities, losses, and related costs and expenses (including, without limitation, reasonable attorneys' fees) actually incurred (collectively, "Losses") for any demand, action, or claim by a third-party brought against a Reseller Indemnitee alleging Reseller's authorized marketing or distribution of the Software infringes or misappropriates that third-party's U.S. patent or copyright, trademark, or trade secret under applicable laws of any jurisdiction within the U.S. (collectively, "Infringement Claim"). If the Software or any portion thereof becomes or in the reasonable opinion of Verge.io is likely to become the subject of an Infringement Claim, Reseller will immediately suspend or cease marketing the Software upon Verge.io's written request and Verge.io reserves the right to terminate the Reseller Agreement.
- b. Indemnification by Reseller. Reseller will defend, indemnify, and hold harmless Verge.io and its employees, directors, officers, agents, permitted assigns, and successors in interest (collectively, "Verge.io Indemnitees") from and against all Losses for any demand, action, or claim by a third-party brought against a Verge.io Indemnitee to the extent resulting or arising out of a breach of Reseller's representations or Reseller's or its personnel use of the Software in breach of the Reseller Agreement or LSA.
- c. Indemnification Process. Each Party's indemnification obligations hereunder are conditioned upon the indemnified party: (a) promptly notifying the indemnifying Party of any claim in writing, provided the failure to provide such notice will not diminish the indemnifying Party's indemnity obligations hereunder except and only to the extent the indemnifying Party forfeits rights or defenses by reason of such failure; (b) giving the indemnifying Party, at the indemnifying Party's expense, reasonable assistance and information requested by the indemnifying Party in connection with the defense or settlement or both of the indemnifiable claim; and (c) granting the indemnifying Party sole control of the defense, management, and settlement of the claim and the right to make counterclaims pertaining to any such indemnifiable claim in the name and on behalf of the indemnified Party. Any settlement by the indemnifying Party requiring the indemnified party to make any admission of liability will be subject to the indemnified party's written approval in its sole discretion. The indemnified party will have the right to participate in the defense of any indemnifiable claim with counsel selected by it, at its expense, subject to the indemnifying Party's right to control the defense thereof. Further, each Party agrees to reasonably cooperate with the other Party's insurance carrier in connection with any Losses and indemnifiable claims, as applicable. In no event will either Party be liable to the other or to any third-party for claims (whether direct or indirect) caused by or incurred as a result of the Party's own negligence, acts or omissions or its employees or agents in connection with the Reseller Agreement. Further, an indemnifying Party's indemnification obligations hereunder will not extend to the percentage of a claimant's indemnifiable claims attributable to the indemnitee's negligence or other fault, breach of contract or warranty, or to strict liability imposed upon the indemnitee as a matter of law.
- d. No Indirect/Special Damages. EXCEPT IN THE CASE OF RESELLER'S BREACH AS TO RESTRICTIONS PERTAINING TO VERGE.IO MATERIALS OR REPRESENTATION OF NON-DISPARAGEMENT, IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER PARTY OR ANY THIRD-PARTY IN CONNECTION WITH OR RELATED TO THE RESELLER AGREEMENT OR ITS SUBJECT MATTER FOR ANY INDIRECT, CONSEQUENTIAL, INCIDENTAL, EXEMPLARY, SPECIAL, ENHANCED, OR PUNITIVE DAMAGES INCLUDING, WITHOUT LIMITATION, A BREACH OR TERMINATION OF THE RESELLER AGREEMENT AND REGARDLESS OF THE FORM OF ACTION IN WHICH SUCH DAMAGES MAY BE SOUGHT, EVEN IF THE PARTY HAS BEEN WARNED OF THE POSSIBILITY OF SUCH DAMAGES AND NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

- e. Direct/Actual Damages Cap. NOTWITHSTANDING ANYTHING IN THE RESELLER AGREEMENT TO THE CONTRARY, VERGE.IO'S TOTAL CUMULATIVE LIABILITY TO RESELLER CONCERNING PERFORMANCE OR NONPERFORMANCE BY VERGE.IO, OR IN ANY WAY RELATED TO THE SUBJECT MATTER OF THE RESELLER AGREEMENT AND REGARDLESS OF WHETHER A CLAIM IS BASED IN CONTRACT, NEGLIGENCE, TORT, STRICT LIABILITY, OR OTHER LEGAL OR EQUITABLE THEORY, WILL NOT EXCEED TEN THOUSAND DOLLARS (\$10,000). The foregoing limitations will apply notwithstanding any failure of essential purpose of any limited remedy.
- f. Basis of the Bargain. RESELLER ACKNOWLEDGES VERGE.IO HAS SET ITS PRICES AND ENTERED INTO THE RESELLER AGREEMENT IN RELIANCE UPON THE DISCLAIMERS, EXCLUSIONS, AND THE LIMITATIONS OF LIABILITY SET FORTH HEREIN, THAT THESE PROVISIONS REFLECT AN ALLOCATION OF RISK BETWEEN THE PARTIES (INCLUDING THE RISK THAT A CONTRACT REMEDY MAY FAIL FOR ITS ESSENTIAL PURPOSE AND CAUSE INDIRECT/SPECIAL LOSSES), AND THAT THESE PROVISIONS FORM AN ESSENTIAL BASIS OF THE BARGAIN BETWEEN THE PARTIES AND ABSENT THESE PROVISIONS THE ECONOMIC TERMS WOULD BE SUBSTANTIALLY DIFFERENT.

## 11. Compliance and Insurance

- a. Audit Rights. Reseller shall keep accurate books and records relating to the Software marketed and distributed hereunder during the term of the Reseller Agreement and for two (2) years thereafter. Upon written request, Reseller will provide Verge.io copies of Reseller's books, records, and accounts relating to the Reseller Agreement..
- b. Compliance with Applicable Laws. Reseller will, and will ensure its applicable Personnel, comply with all laws, regulations, and rules that apply to the performance of or activities contemplated under the Reseller Agreement (collectively, "Applicable Laws") including, but not limited to, (a) laws governing the rights to and protection of the other Party's copyrights, logos, patents, trade secrets, and other forms of intellectual property, (b) laws governing labor practices, employee benefits, wage and hour, human rights, and health and safety, and (c) laws governing marketing and advertising, including applicable guidance issued by the Federal Trade Commission.
- c. Compliance with Anti-Corruption Laws. To the extent applicable, each Party acknowledges it is aware of, understands, and has complied and will comply with, all applicable U.S. and foreign anti-corruption laws, including without limitation, the U.S. Foreign Corrupt Practices Act of 1977 and other laws prohibiting bribery, corruption, inaccurate books and records, inadequate internal controls, money-laundering, and other applicable anti-corruption laws and regulations (collectively, "Anti-Corruption Laws"). Each Party affirms no one acting on its behalf will give, offer, agree, or promise to give, or authorize the giving directly or indirectly, of any money or other thing of value (including charitable donations, entertainment, gifts, hospitality, or travel) to anyone as an unlawful inducement or reward for favorable action or forbearance from action or the exercise of unlawful influence: (a) to any governmental official or employee (including employees of government-owned and government-controlled corporations or agencies or public international organizations); (b) to any political party, official of a political party, or candidate; (c) to an intermediary for payment to any of the foregoing; or (d) to any other person or entity in a corrupt or improper effort to obtain or retain business or any commercial advantage, such as receiving a permit or license, or directing business to any person. Each Party acknowledges improper payments, bribes, kickbacks, influence payments, or other unlawful provisions to any person are prohibited under the Reseller Agreement.
- d. Disclosure of Third-Parties. Reseller will not use or employ any affiliate, third-party subcontractor, consultant, agent, or other intermediary in connection with the performance of Reseller's obligations under the Reseller Agreement or in connection with the resale of the Software without the prior written approval by Verge.io, which may be granted or withheld in its sole discretion. To request Verge.io's approval, Reseller must submit to Verge.io details of the proposed arrangement and any other information as required by Verge.io.
- e. Insurance. Each Party shall carry and keep in full force and effect during the Term of the Reseller Agreement the following minimum insurance coverages: (i) commercial general liability insurance: each occurrence and in the aggregate—one million dollars (\$1,000,000); (ii) automobile liability insurance for hired and non-owned vehicles, combined single limit—one million dollars (\$1,000,000); (iii) statutory workers compensation and employer's liability insurance—one million dollars (\$1,000,000); (iv) umbrella liability insurance over (i), (ii), and (iii): each occurrence and aggregate—two million dollars (\$2,000,000); (v) professional and cyber liability insurance, combined single limit—each occurrence and aggregate one million dollars (\$1,000,000); and (vi) employee crime insurance—each occurrence and aggregate two hundred fifty thousand dollars (\$250,000). Each Party will maintain the foregoing insurance coverages with insurance companies having an A.M. Best rating of not less than A-. Upon written request, a Party will furnish to the other Party certificates of insurance or other satisfactory documentation evidencing the insurance required hereunder is in force. The foregoing insurance limits are minimum limits and will not be construed to limit either Party's liability.

## 12. Miscellaneous Terms

- a. Governing Law and Formal Dispute Resolution. The validity, interpretation, and enforceability of the Reseller Agreement shall be governed by the laws of the State of Michigan. Any monetary dispute must be resolved through final and binding arbitration in Oakland County, Michigan before the American Arbitration Association under its Commercial Arbitration Rules with one arbitrator. Either Party may seek non-monetary, equitable relief such as an injunction or specific performance in the applicable state or federal court in Oakland County, Michigan or any other competent court, wherever located, to enforce the Reseller Agreement.
- b. Waiver of Jury Trial. TO THE FULLEST EXTENT PERMISSIBLE UNDER APPLICABLE LAW, EACH PARTY HEREBY KNOWINGLY AND VOLUNTARILY WAIVES ANY AND ALL RIGHTS TO A JURY TRIAL, TO THE FULLEST EXTENT ANY SUCH RIGHT WILL NOW OR HEREAFTER EXIST, IN ANY PROCEEDING, CLAIM, COUNTER-CLAIM, OR OTHER ACTION INVOLVING ANY DISPUTE OR MATTER ARISING UNDER THE RESELLER AGREEMENT.
- c. Assignment. Reseller may not assign or otherwise transfer the Reseller Agreement or its rights, interests, or obligations hereunder without the prior written consent of Verge.io, which will not be unreasonably withheld. Any attempted assignment in violation of the Reseller Agreement will have no effect and will be void and unenforceable.
- d. Relationship of the Parties. The Parties are independent contractors, and nothing in the Reseller Agreement will be deemed to place the Parties in the relationship of employer-employee, principal-agent, "borrowed servant," partners, or joint venture. Neither Party will have any authority to bind or make commitments on behalf of the other Party for any purpose, nor will any such Party hold itself out as having such authority. Notwithstanding any terms of the Reseller Agreement, Reseller shall not and not represent it has any authority to bind Verge.io to fulfill any condition, obligation, or term.
- e. Third-Party Beneficiaries. Nothing express or implied in the Reseller Agreement is intended to confer, nor will anything herein confer, upon any person other than Verge.io, Reseller, or their respective successors or assigns, any rights, remedies, obligations, or liabilities whatsoever.
- f. Waiver. The delay or failure of either Party to enforce its rights hereunder will not be deemed to constitute a waiver of its future enforcement of such rights or any other rights. No waiver of any provision of the Reseller Agreement will be binding upon the Parties, unless evidenced by a writing signed by an authorized representative from each Party.
- g. Severability. The provisions of the Reseller Agreement are severable. Accordingly, if any provision of the Reseller Agreement is determined to be invalid, illegal, or unenforceable, then such provision will be stricken and the validity, legality, and enforceability of the remaining provisions will not in any way be affected or impaired. If any invalid, illegal, or unenforceable provision would be valid, legal, or enforceable if some part of it were deleted, the provision will apply with whatever modification is necessary to give effect to the commercial intention of the Parties.
- h. Force Majeure Events. Except with respect to payment obligations hereunder, either Party will be excused from any delay or failure in performance hereunder caused by reason of any occurrence beyond its commercially reasonable control or contingency beyond its commercially reasonable control, including but not limited to, fire or other elements, earthquakes, labor disputes and strikes, riots, war, governmental requirements, or telecommunication interruptions (collectively, "Force Majeure Events"). Except for payment obligations hereunder, the obligations and rights of the Party so excused will be extended for the period of time equal to the underlying cause of the delay as long as such delay remains beyond such Party's commercially reasonable control and provided such Party makes commercially reasonable efforts to keep the other Party informed of the status of the delay and promptly resume performance. Should a Force Majeure Event prevent a Party from resuming performance for more than thirty (30) days, then the other Party will have the right to terminate the Reseller Agreement.
- i. Notices. Any notices will be given in writing by certified mail, overnight express delivery service (such as Federal Express), or by priority mail by a recognized express mail vendor to address of each Party as indicated on the first page. Notice will be deemed served when delivered or, if delivery is not accomplished by reason or some fault of the addressee, when tendered. Any notices to Verge.io shall also be delivered electronically to legal@verge.io and to Reseller shall also be delivered electronically to the email address(es) on the first page.
- j. Entire Agreement and Precedence. The Reseller Agreement together with the appendices, Sales Order, and any other document(s) hereto, contains the complete and final understanding of the Parties with respect to the subject matter hereof and supersedes all prior or contemporaneous communications between the Parties, whether written or oral. In the event of a conflict between the Reseller Agreement and any other term or document such that the conflicting terms cannot reasonably or logically be interpreted together, the following order of precedence shall



apply to resolve the conflict: Reseller Terms (Appendix A), LSA ([www.verge.io/legal](http://www.verge.io/legal)), NDA (Appendix B), Sales Order, and any other document(s).

- k. Amendments. No modification or amendment of any provision of the Reseller Agreement will be binding upon the Parties unless evidenced by a writing that references the Reseller Agreement and is duly signed by an authorized representative from each Party. Any purported terms or conditions Reseller includes with its orders, invoices, sales orders, quotes, or web portals, or otherwise provides to Verge.io in connection with the Reseller Agreement, are hereby excluded and will be deemed void and will not amend or modify the Reseller Agreement.
- l. Counterparts. Any document that comprises the Reseller Agreement and requires signature by the Parties may be executed in two or more counterparts, each of which will be deemed an original and all of which when taken together, will constitute one and the same instrument. Any such document may be executed using electronic signatures, and such electronic signatures will be deemed to constitute as original signatures. Transmission by facsimile or electronic mail of an executed counterpart to any such document will be deemed due and sufficient delivery of such counterpart, and a photocopy of an executed counterpart sent by facsimile transmission or electronic mail may be treated by the Parties as a duplicate original. A copy of a Party's signature will be deemed to be its original signature for all purposes hereunder.
- m. Section Headings and Interpretation. The section headings in the Reseller Agreement have been included for convenience of reference only and shall not be used to construe or interpret any particular provision herein. Capitalized terms defined in the singular include the plural and vice versa. Reference to and the definition of any document will be deemed a reference to such document, including any schedules or exhibits thereto, as it may be amended, supplemented, revised, or modified.
- n. Jointly Drafted. The Parties have participated jointly in the negotiation and drafting of this Reseller Agreement. If an ambiguity or question of intent or interpretation arises, the Reseller Agreement will be construed as if drafted jointly by the Parties, and no presumption or burden of proof will arise favoring or disfavoring either Party by virtue of the authorship of any of the terms of the Reseller Agreement.

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