

Non-Exclusive Reseller Agreement

This Non-Exclusive Reseller Agreement (this “**Agreement**”) is made as of [REDACTED], 2026 (the “**Effective Date**”), between Onapsis, Inc. or Onapsis Europe GmbH, as set forth below, (collectively, “**Onapsis**”), and [INSERT NAME], a corporation with its principal offices at [INSERT ADDRESS] (“**Reseller**”), together with Onapsis, the “**Parties**” or individually, a “**Party**”). The Parties agree to be bound by the terms set forth herein.

WHEREAS, Onapsis commercially distributes the Offerings, as defined below.

WHEREAS, Reseller has the knowledge, expertise, and resources to promote, market, demonstrate and distribute the Offerings.

WHEREAS, Onapsis and the Reseller wish to enter into the arrangement described herein; and

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants and agreements herein contained, and intending to be legally bound, the Parties agree as follows:

1. **DEFINITIONS.**

For the purposes of this Agreement: “**Cloud Product(s)**” means the product(s) owned and made available by Onapsis that are identified in the Order Form to be accessed by Customer over its internet connection when using the Cloud Services, and together with the On-Premise Product(s), the (“**Product(s)**”); “**Cloud Services**” means a technology service hosted by or on behalf of Onapsis and provided to the Customer; “**Customer**” means the end user or licensee who acquires the Offerings from Reseller for their own use and not for resale, redistribution, or any other transfer of rights; “**Deal(s)**” means a sale opportunity between the Reseller and a qualified prospect that has a high likelihood of becoming a Customer; “**Documentation**” means all written material provided by or on behalf of Onapsis in connection with the Offerings; “**Intellectual Property and/or Intellectual Property Rights**” mean, collectively, all worldwide intellectual property rights in and to any works of authorship, moral rights, trademarks, patents, copyrights, trade secrets and design rights; “**Offerings**” means the On-Premise Product(s), Cloud Product(s), Cloud Services, Professional Services, Support Services and other offerings that Onapsis makes generally available”; “**On-Premise Product(s)**” means the product(s) owned and made available by Onapsis that are identified in the Order Form that is delivered and deployed by Onapsis; “**Order Form**” means an order for the Offerings submitted by Reseller, on behalf of a Customer, using the order form and order process set forth hereunder, which shall include (i) the Purchased Offerings; (ii) the Products being licensed; (iii) the license term for such Products, (iv) the fees related thereto, and (v) the Volume Limitations; “**Professional Services**” means the professional services to be provided by Onapsis as set forth in the Order Form or a Statement of Work (“**SOW**”) executed by both Parties; “**Purchased Offerings**” means the subscriptions licenses to Offerings that are acquired by Reseller under an Order Form; “**Volume Limitations**” means the standard of measurement for determining the permitted use and calculating the fees due for an Offering as set forth in an Order Form, including, as applicable, number of target systems, assets, applications, data, plugins, and named individual users of the Products.”

2. **APPOINTMENT.**

2.1. Onapsis hereby grants Reseller a non-exclusive, non-transferable right and license during the term of this Agreement to resell, promote, demonstrate and market the Offerings in [REDACTED] (the “**Territory**”). Reseller shall not market, promote, demonstrate, or distribute the Offerings outside the Territory without the prior written consent of Onapsis. Reseller is not permitted to appoint a sub-reseller for the Products. Except as expressly provided herein, Reseller holds no right to, and shall not, copy, use or modify the Offerings. All rights not expressly granted herein to Reseller are reserved by Onapsis and its licensors. The use of the software for demonstration purposes will be in compliance with the terms set forth in Onapsis’ MLSA, as defined below. Reseller shall be obligated to ensure Customer agrees to the terms of the MLSA and send a copy of such accepted MLSA by the Customer to Onapsis.

2.2. Reseller shall promote, market, solicit and accept Deals for the delivery and use of the Offerings within the Territory or authorize other related or unrelated entities located inside or outside of the Territory to do the same. No such activity or proceeds derived therefrom shall entitle Reseller to any commission or other compensation from Onapsis or any other related or unrelated person or entity.

3. DEAL REGISTRATION AND ORDER PROCEDURE.

3.1. Reseller shall provide notice to Onapsis of any new Deal(s) received by Reseller by registering such Deal(s) as detailed in Exhibit I. Onapsis may agree to register or decline to register a Deal at its sole discretion.

3.2. Once Reseller completes the sale of a registered Deal and prior to providing an Offering to Customers, Onapsis shall create the applicable Order Form and Reseller shall provide all information reasonably necessary for Onapsis to (i) verify the validity of the Customer that has licensed the applicable Offerings, (ii) allow Onapsis to provide access to the applicable Offerings to such Customer, and (iii) set up such Customer in Onapsis' systems.

3.3. Upon execution of an Order Form and Onapsis's receipt of the purchase order, if required by Reseller, Onapsis shall provide to the Customer the license key(s) for the installation of the Products purchased by Reseller for such Customer. The license key(s) shall remain the property of Onapsis and neither Customer nor Reseller shall acquire any right or interest therein. The Product will not be usable without such license keys.

3.4. All Order Forms issued placed by Reseller under this Agreement on behalf of its Customers shall be subject to acceptance by Onapsis in writing and, once accepted by Onapsis, are binding, non-cancellable and non-returnable by Reseller. The terms and conditions of this Agreement will apply to each Order Form accepted by Onapsis (by written or electronic mail confirmation) or shipped by Onapsis hereunder. All Order Forms from Reseller will be processed as received according to the details of Offering type and Volume Limitations. The responsibility for ensuring the accuracy of the Order Form details rests solely with Reseller.

3.5. Onapsis may cancel any Order Forms placed by Reseller and accepted by Onapsis as set forth above, or refuse or delay shipment thereof, as Onapsis so desires if Reseller: (i) fails to make any payment as provided in this Agreement or under the terms of payment set forth in any invoice or otherwise agreed to by Onapsis and Reseller; (ii) fails to meet financial requirements established by Onapsis as may be required by Onapsis in its sole discretion from time to time; or (iii) otherwise fails to comply with the terms and conditions of this Agreement. Onapsis also may cancel any Order Forms for discontinued Offerings without liability of any kind to Reseller or to any other person. No such cancellation, refusal or delay will be deemed to be a termination or breach of this Agreement by Onapsis.

4. INTELLECTUAL PROPERTY RIGHTS. Reseller acknowledges and agrees that this Agreement creates no rights of ownership in the Offerings in favor of Reseller. As between the Parties, Onapsis owns, and shall own, all right, title and interest (including all Intellectual Property and/or Intellectual Property Rights) in the Offerings, including without limitation all modifications or customizations made by Onapsis whether upon the suggestion of Onapsis, Reseller, Customer or otherwise. Reseller will maintain the intellectual property disclaimers set forth by Onapsis in the Offerings.

5. RESELLER RESPONSIBILITIES. Reseller acknowledges that proper marketing of the Offerings requires particular expertise and commitment and, therefore, Reseller represents and warrants to Onapsis that Reseller currently maintains, and during the term of this Agreement will continue to maintain, the capacity, facilities and personnel necessary to perform such functions as are required to carry out Reseller's obligations under this Agreement, and in particular that:

5.1. Reseller will: (i) diligently promote, solicit and obtain Deals for the Offerings in accordance with the terms of this Agreement; (ii) conduct business in a manner that reflects favorably at all times on the Offerings and the good name, goodwill and reputation of Onapsis; (iii) not engage in deceptive, misleading or unethical practices that are or may be detrimental to (A) the Offerings, (B) Onapsis or Onapsis' customers, resellers or sales representatives, or (C) the public; (iv) provide pertinent information concerning the

Offerings to prospective Customers; (v) transmit to Onapsis complaints concerning the Products which Reseller obtains from Customers; (vi) remain reasonably informed and knowledgeable concerning the function, specifications and advantages of the Offerings; (vii) not make representations, warranties or guarantees to anyone, including without limitation, Customers with respect to the Offerings that are inconsistent with the information, specifications, support documentation or promotional literature describing the Products (the “**Documentation**”) that Onapsis supplies to Reseller or otherwise makes available in the Reseller’s Territory; and (viii) exercise commercially reasonable efforts to ensure that Reseller’s Customers do not use the Offerings in a manner that violates the terms and conditions of the MLSA associated with the Offerings. Except as expressly provided herein, Reseller will pay all costs and expenses incurred in the performance of Reseller’s obligations under this Agreement.

5.2. Reseller will implement appropriate training programs for Reseller’s staff and ensure that existing and future staff are properly trained.

5.3. Reseller will maintain complete and accurate books and records in the English language of Reseller’s sales and marketing activities under this Agreement, including a current list of Customers. Onapsis or Onapsis’ authorized representatives will have the right to inspect and examine such books and records upon reasonable notice to Reseller. Reseller shall provide to Onapsis a semi-annual twelve (12) month marketing plan, which is subject to Onapsis’ review and approval (a “**Marketing Plan**”). Each Marketing Plan shall include a breakdown of and projections for all aspects of Reseller’s business for the applicable period, including without limitation, where appropriate, breakdowns and information concerning (1) personnel assigned to sell Products and manage sales personnel; (2) sales and support facilities; and (3) marketing and sales strategies. Reseller agrees to comply with the Marketing Plan and agrees to update the Marketing Plan and financial information promptly in the event of a material change in any information on which the Marketing Plan or financial information is based, but in no event shall Reseller amend its obligations under the Marketing Plan without the prior written consent of Onapsis, which may be withheld in its sole discretion. Onapsis shall have the option, in its sole discretion, to accept or reject any Marketing Plan or amendment thereto submitted by Reseller.

5.4. Reseller and Onapsis shall meet (either in person or by telephone) during the calendar month preceding the end of each calendar quarter to discuss Reseller’s plan for marketing the Offerings for the upcoming quarter. The meeting shall take place at a mutually agreed upon time and place.

5.5. Upon reasonable request to Onapsis, Reseller may use Documentation to promote the Products. All such Documentation will be provided by Onapsis electronically at no cost to Reseller. Reseller, at Reseller’s own cost and expense, is authorized to translate the Documentation in print or electronic format into the language(s) spoken within the Territory and reproduce such translations for distribution within the Territory, if applicable (a “**Derivative Work**”); however, prior to the publication or dissemination of any such Derivative Work, Reseller must submit the Derivative Work to Onapsis for review, and obtain approval from Onapsis to publicize, disseminate or use the Derivative Work. Onapsis shall solely and exclusively own any and all Derivative Works and Reseller will affix thereto Onapsis’ copyright notice, and any other legends contained on the original Documentation.

6. ONAPSIS RESPONSIBILITIES.

6.1. Onapsis may, at Onapsis’ sole discretion and convenience, arrange various Offerings training courses for Reseller’s sales and technical personnel, which courses may be held within or outside the Territory or conducted electronically over the internet. The fees for such courses will be mutually agreed upon, except that Reseller will pay the travel and living expenses, if any, of personnel Reseller elects to attend such courses.

6.2. Onapsis may make partial shipments on account of Reseller’s Order Forms, to be separately invoiced and paid for when due.

6.3. Onapsis agrees to notify Reseller via standard sales channel communication tools or via newsletter or electronic mail of any product, price, or discount change, no less than thirty (30) days prior to the

implementation of such a change. This requirement comprises, without exceptions, all intended changes to any part of the entire range of Products on offer from Onapsis to Reseller within the Territory. All Order Forms issued by Reseller and accepted by Onapsis prior to communication of such a change will not be affected by this change. This policy does not apply to errors within the Onapsis price list, which may be corrected by Onapsis at any time without liability.

7. PRICES AND PAYMENT.

7.1. Reseller shall purchase Offerings from Onapsis in accordance with the current Onapsis' U.S. Dollar list price, which is available upon Reseller's request, however, only a valid Order Form from Onapsis to Reseller will guarantee the price offered. Onapsis may change Offerings and list prices upon thirty (30) days prior electronic mail or newsletter notification to Reseller. All list prices are exclusive of outbound shipping cost, customs assessments, and taxes.

7.2. Reseller will pay Onapsis the then-current list price for each Offering ordered less applicable discount(s) in accordance with Exhibit I. Payment shall be made by Reseller to Onapsis with respect to any purchase hereunder within thirty (30) days after the receipt of an invoice.

7.3. For any past due payments, Onapsis will have the right to: (i) assess a 2% per month interest charge for the late payments, or the maximum rate allowed by the then current law, whichever is greater; (ii) delay shipment of any pending or future Deals until such payment is made; and/or (iii) withhold technical support or any other Onapsis services until such payment is made.

7.4. All prices/fees are exclusive of any and all taxes, including sales, use, transaction, privilege, gross receipts, value-added service, withholding or other similar taxes ("**Taxes**") that may be imposed or assessed on this Agreement or the Products. Liability for, and the collection and remission of, any Taxes imposed on this Agreement, the MLSA or use of the Products, excluding Taxes based on Onapsis' net income, are the Reseller's sole responsibility and shall be paid directly by Reseller to the appropriate taxation authority; otherwise, Reseller will provide Onapsis with a certificate of exemption acceptable to the taxing authority and Onapsis. If Onapsis should be assessed any such Taxes by a taxation authority, Reseller will promptly reimburse Onapsis, including for applicable interest, fines, or penalties, for such Taxes, and Onapsis will have the right to offset any amount otherwise payable by Onapsis to Reseller.

8. CONFIDENTIALITY; COMPETING PRODUCTS; EMPLOYEES.

8.1. Each of Reseller and Onapsis (the "**Receiving Party**") shall keep strictly confidential any information disclosed in writing, orally or in any other manner by the other Party (the "**Disclosing Party**") or otherwise made available to the Receiving Party concerning the Disclosing Party's performance of this Agreement or otherwise concerning the business, operations, software, services, technology, trade secrets or other proprietary information of the Disclosing Party (collectively, "**Confidential Information**"), and will use at least the same degree of care that it uses to protect its own confidential or proprietary information, which shall be no less than a reasonable degree of care. This Agreement shall be deemed to be Confidential Information of each Party. Reseller agrees and acknowledges that, without limitation, the Products, Documentation and any license keys provided by Onapsis to Reseller or to Customer are the Confidential Information of Onapsis. The Receiving Party shall use Disclosing Party's Confidential Information solely for the purposes of performing this Agreement and not for any other purpose, and shall not disclose or disseminate any Disclosing Party's Confidential Information to any person at any time, except for disclosure to those of its directors, officers, employees, consultants, advisers and agents whose duties reasonably require them to have access to such Disclosing Party's Confidential Information; provided that such directors, officers, employees, consultants, advisers and agents are bound by written obligations which require them to maintain the confidentiality of such Disclosing Party Confidential Information to the same extent as if they were Parties hereto. The foregoing confidentiality and nondisclosure obligations shall not prohibit the disclosure of Disclosing Party's Confidential Information, to the extent such disclosure is required by law or by regulation; provided, however, that, in such event, the Receiving Party provides the Disclosing Party with prompt advance written notice of such disclosure so that the Disclosing Party has the opportunity if it so desires to seek a protective order or other appropriate remedy.

8.2. Receiving Party will not have any confidentiality obligations with respect to any portion of the Disclosing Party's Confidential Information: (i) which is or becomes generally available to the public other than as a result of disclosure thereof by the Receiving Party in violation of this Section 8; (ii) which is lawfully received by the Receiving Party on a nonconfidential basis from a third party that is not itself under any obligation of confidentiality or nondisclosure to the Disclosing Party with respect to such information; (iii) which by written evidence can be shown by the Receiving Party to have been independently developed by the Receiving Party without use of the Disclosing Party's Confidential Information; or (iv) which the Receiving Party establishes by competent proof was in its possession at the time of disclosure by the Disclosing Party.

8.3. Neither Reseller nor Reseller's affiliates shall develop and bring to market a product which competes with any Product or any derivative works of the Products during the term of this Agreement and for a period of three (3) years thereafter (the "**Period**").

8.4. During the Period, neither Reseller nor Reseller's affiliates shall, directly or indirectly, (i) solicit or encourage any employee of Onapsis to leave the employment of Onapsis, or (ii) hire any such employee unless such hiring occurs more than one (1) year following the termination of such employee's employment with Onapsis; provided, however, that this Section 8.4. will not prohibit any general solicitation (including through the use of employment agencies) not specifically directed at any individuals covered hereby.

8.5. Because of the unique nature of the Products and Onapsis' Confidential Information, Reseller understands and agrees that Onapsis will suffer irreparable harm in the event Reseller fails to comply with any of Reseller's obligations hereunder, and that monetary damages will be inadequate to compensate Onapsis for such breach. Accordingly, Reseller agrees that Onapsis will be entitled to injunctive relief, as well as all other remedies available to Onapsis at law or in equity, including monetary damages without having to prove irreparable harm or post a bond. Reseller acknowledges that Onapsis would not have entered into this Agreement but for the agreements and covenants set forth in this Section 6 and such agreements and covenants are essential to protect the business and goodwill of Onapsis.

9. TERM AND TERMINATION.

9.1. This Agreement will commence on the Effective Date and will stay in effect for twelve (12) months (the "**Initial Term**"). After the expiration of the Initial Term, either Party may terminate this Agreement by giving thirty (30) days written notice, effective at the end of any month. However, all Order Forms accepted by both Parties prior to the date of termination will remain in effect. The terms of this Agreement shall continue to apply under the last Order's term has expired. Notwithstanding the foregoing, Onapsis may terminate the Agreement immediately, including during the Initial Term, through written notification, without incurring liability, if Reseller: (i) becomes insolvent; (ii) enters into suspension of payments, moratorium, reorganization or bankruptcy; (iii) defaults on payment for more than thirty (30) days; (iv) commits a breach of this Agreement; (v) sells or undergoes a takeover of a Controlling Interest (as defined below); (vi) ceases to operate; (vii) makes a general assignment for the benefit of creditors; (viii) admits in writing Reseller's inability to pay debts as they mature; (ix) suffers or permits the appointment of a receiver for Reseller's business or assets; (x) avails itself of or becomes subject to any other judicial or administrative proceeding that relates to insolvency or protection of creditors' rights; or (xi) is, in Onapsis' judgment, no longer able to fulfill its obligations set forth in Section 3 of this Agreement.

9.2. Reseller will promptly notify Onapsis in writing of any change in the Controlling Interest of Reseller. "**Controlling Interest**" means twenty-five percent (25%) or more of the shares of capital, or equivalent equity interests, of the Reseller.

9.3. Upon the expiration or termination of this Agreement, all rights granted to Reseller will immediately cease, and Reseller will cooperate with Onapsis to terminate relations in an orderly manner. Reseller will immediately purge from Reseller's computer systems, storage media and other files all Onapsis Confidential Information and promptly deliver same to Onapsis or Onapsis' designee, including any and all Products within or under Reseller's possession or control. All payments due to Onapsis at the time of termination shall become immediately due and payable to Onapsis.

9.4. The following Sections will survive any expiration or termination of this Agreement: 4 (Intellectual Property Rights), 7 (Prices and Payment); 8 (Confidentiality, Competing Products, Employees), and 12 (Limitation of Liability; Disclaimer of Warranties).

10. MASTER LICENSE AND SERVICES AGREEMENT.

10.1. Reseller will maintain a copy of Onapsis' standard Master License Services Agreement ("**MLSA**") available at <https://onapsis.com/wp-content/uploads/global-onapsis-master-license-services-agreement-sold-via-reseller.pdf> in Reseller's quotation, purchasing agreement or order with the Customer and have the Customer agree to be bound by such MLSA. Said terms shall govern Customer's usage of Onapsis Offerings. In the event Reseller fails to comply with this provision, Reseller shall indemnify, defend, and hold harmless Onapsis from and against any and all third-party claims, suits, losses, settlements, judgments, awards, damages, and costs (including reasonable attorneys' fees).

10.2. Reseller is not authorized to enter into any agreements, with regard to the Offerings, with Customers that contain additional terms and conditions or terms and conditions that are in conflict with or alter Onapsis' MLSA. Onapsis will have no further obligations, either to Reseller or the Customer, with respect to such agreements.

10.3. Upon notice from Onapsis that a Customer is in material violation of the MLSA and has failed to cure such breach on a timely basis after notice thereof, Reseller will cease from distributing any further copies of the Offerings to such Customer until otherwise notified by Onapsis.

11. INDEMNIFICATION; INSURANCE.

11.1. Reseller shall indemnify, defend and hold harmless Onapsis and Onapsis' affiliates from and against any and all claims, actions, demands or damages arising as a result of (i) Reseller's breach of this Agreement; or (ii) the acts or omissions of the employees or agents of Reseller and Reseller's affiliates, including, but not limited to any claims, actions or demands relating to any statements, representations or warranties made by Reseller to third parties, including Customers, relating to the Offerings.

11.2. Without limiting Supplier's indemnification obligations under this Agreement, Reseller will carry, with financially sound and reputable insurers, insurance coverage with respect to the conduct of its business against loss from such risks and in such amounts as is customary for well-insured companies engaged in similar businesses and sufficient to support its obligations under this Agreement. Upon the request of Onapsis, Reseller will provide Onapsis with a Certificate of Insurance evidencing such coverage, and providing that thirty (30) days advance written notice will be given to Onapsis of any material change or cancellation in coverage or limits. Reseller shall maintain Commercial General Liability insurance for the duration of this Agreement of not less than \$ 1,000,000 U.S. Dollars per annum and per incident with a reputable insurer.

12. LIMITATION OF LIABILITY; DISCLAIMER OF WARRANTIES.

12.1. IN NO EVENT WILL ONAPSIS BE LIABLE TO RESELLER OR ANY THIRD PARTY FOR ANY LOST PROFITS, LOST REVENUE, COVER, LOST DATA OR ANY INDIRECT, INCIDENTAL, PUNITIVE, CONSEQUENTIAL OR OTHER SPECIAL DAMAGES, ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE PURCHASED OFFERINGS, FOR ANY CAUSES OF ACTION OF ANY KIND (INCLUDING TORT, CONTRACT, NEGLIGENCE, STRICT LIABILITY AND BREACH OF WARRANTY) EVEN IF ONAPSIS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT WILL ONAPSIS' TOTAL CUMULATIVE LIABILITY IN CONNECTION WITH THIS AGREEMENT OR THE PURCHASED OFFERINGS EXCEED THE TOTAL AMOUNT PAID TO ONAPSIS BY RESELLER FOR THE APPLICABLE ORDER FORM UNDER WHICH SUCH LIABILITY AROSE. THESE LIMITATIONS WILL SURVIVE AND APPLY NOTWITHSTANDING ANY FAILURE OF THE ESSENTIAL PURPOSE OF ANY LIMITED REMEDY PROVIDED HEREIN.

12.2. ONAPSIS MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND TO RESELLER IN RELATION TO ITS OFFERINGS. ALL ONAPSIS THE OFFERINGS ARE PROVIDED TO RESELLER “AS IS” AND ONAPSIS EXPRESSLY DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES WITH REGARD TO THE PURCHASED OFFERINGS, EXPRESS OR IMPLIED, INCLUDING ALL REPRESENTATIONS OR WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT.

13. TRADEMARKS, TRADE NAMES, LOGOS, DESIGNATIONS AND COPYRIGHTS.

13.1. Reseller acknowledges that Onapsis owns and retains the trademarks, trade names, copyrights, and logos Onapsis uses for the Offerings (the “**Marks**”). Nothing contained in this Agreement will give Reseller any right, title or interest in any such Marks, and Reseller will not at any time during or after this Agreement assert or claim any interest in or do anything that may adversely affect the validity of any Marks belonging to or licensed to Onapsis (including, without limitation, any act or assistance to any act, which may infringe or lead to the infringement of any of Onapsis’ Marks or proprietary rights). Subject to the foregoing, Reseller is authorized, during the term of this Agreement, to use, in connection with Reseller’s advertisement, promotion, and distribution of the Offerings, only the Onapsis Marks identified in Exhibit II. Such display shall be in accordance with usage guidelines as may be supplied by Onapsis from time to time. All use of Onapsis Marks by Reseller and any goodwill associated therewith shall inure to the benefit of Onapsis and not Reseller. Upon termination or expiration of this Agreement, or upon request by Onapsis, Reseller will cease the use of any and all of Onapsis’ Marks. Reseller may not purchase and/or localize a web site domain containing the name “Onapsis” without the express written consent of Onapsis. The name “Onapsis” is a trademark and owned exclusively by Onapsis Inc. Reseller may not attach any additional trademarks, trade names, logos, or designations to any Product. Reseller will not use any Marks in connection with any non-Onapsis Offerings.

13.2. Reseller will immediately notify Onapsis if Reseller learns (i) of any actual or potential infringement of the Marks by a third party, or (ii) that the use of the Marks within the Territory may infringe the proprietary rights of a third party. Onapsis will determine the steps to be taken under these circumstances. Reseller will (x) provide Onapsis with the assistance that Onapsis may reasonably request, and (y) take no steps on Reseller’s own without Onapsis’ prior written approval.

13.3. Upon expiration or termination of this Agreement, Reseller will immediately cease all display, advertising and use of the Marks and will not thereafter use, advertise, or display any trademark, trade name, logo or designation which is, or any part of which is, similar to or confusing with any of the Marks.

14. GENERAL.

14.1. Contracting Parties. This Agreement is entered between Reseller and Onapsis, Inc. a Delaware corporation with primary offices at 101 Federal Street Suite 1800, Boston MA 02110. Notwithstanding, if the Reseller resides in the European Union, this Agreement is entered between Reseller and Onapsis Europe GmbH, a limited liability company, established under the laws of the Federal Republic of Germany, with primary offices at Salomon-Calvi-Straße 1-3, 69124, Heidelberg, Germany.

14.2. Notices. Other than as expressly stated in this Agreement, all notices must be in writing in the English language and delivered personally or sent by fax, courier or registered or certified airmail and sent to (a) Reseller to the address or contact information on file with Onapsis for the Reseller, or (b) Onapsis to the following addresses or numbers or email address, and the Parties may update such information with reasonable prior notice):

Attn: Legal Department
Onapsis, Inc.
101 Federal Street Suite 1800,
Boston MA 02110, USA
E-mail: legal@onapsis.com

14.3. Controlling Law; Jurisdiction. Except to the extent expressly provided hereunder, this Agreement will be governed by the law of the State of Delaware, excluding its conflict of law provisions, and any claims arising hereunder shall be subject to the exclusive jurisdiction of courts in the State of Delaware. For resellers residing in any European Union country, including the United Kingdom, the governing law shall be of England & Wales and claims arising hereunder shall be subject to the exclusive jurisdiction of London, England. The Parties specifically disclaim the application of the UN Convention on Contracts for the International Sale of Goods.

14.4. Force Majeure. Neither Party shall be deemed to be in default of any provision of this Agreement or for any failure in the performance required of such Party hereunder to the extent such failure is caused by fire, explosion, accidents, civil disorder, a natural calamity or other Act of God, act of government, or other cause beyond the control and without the fault or negligence of such Party.

14.5. Export Restrictions. Reseller acknowledges and agrees that the Products may be subject to restrictions and controls imposed by the United States Export Administration Act and the regulations thereunder. If applicable, Reseller will (i) obtain all licenses required to export the Products from the U.S. and import the Products into the Territory, and (ii) clear the Products through local customs promptly upon their arrival in the Territory. Reseller warrants that Reseller will not export or re-export any Products into any country in violation of such controls or any other laws, rules or regulations of any country, state, or jurisdiction. Reseller will indemnify, defend and hold Onapsis and Onapsis' affiliates harmless from any damages, fines, penalties or similar expenses resulting from a breach of this obligation.

14.6. Compliance with Laws. Reseller shall comply with all laws, legislation, rules, regulations, governmental requirements, and industry standards with respect to the Offerings (including all applicable safety marking requirements in the Territory, and as required by Onapsis), and the performance by Reseller of its obligations hereunder. In the event that this Agreement is required to be registered with any governmental authority, Reseller shall cause such registration to be made and shall bear any expense or tax payable in respect thereof.

14.7. Independent Parties. The Parties hereto are independent contractors and nothing in this Agreement will be construed to create a partnership, joint venture, or agency relationship between such Parties. Neither Party is, nor will represent itself as, authorized to enter into any contract or other obligation on behalf of the other Party.

14.8. No Waiver. Any delay in enforcing a Party's rights under this Agreement, or any waiver as to a particular default or other matter, will not constitute a waiver of such Party's rights to the future enforcement of its rights under this Agreement, except with respect to an express written waiver relating to a particular matter for a particular period of time signed by an authorized representative of the waiving Party, as applicable.

14.9. Severability. If a provision of this Agreement is held invalid or unenforceable under any applicable law, such invalidity will not affect any other provision of this Agreement that can be given effect without the invalid provision. In addition, the unenforceable or invalid provision shall be deemed modified to the limited extent required to permit its enforcement in a manner most closely representing the intention of the Parties as expressed herein.

14.10. Assignment. Reseller may not assign, by operation of law, change of control, or otherwise, the rights and obligations, either in whole or in part, set forth in this Agreement, without the prior written consent of Onapsis. Onapsis may assign this Agreement without Reseller's consent.

14.11. Entire Agreement. This Agreement, Order Forms and SOWs, shall constitute the entire understanding and agreement of the Parties pertaining to the subject matter hereof and supersedes all oral or written agreements or understandings between Onapsis and the Reseller with respect to such subject matter. In the event of a conflict between the terms of this Agreement and the terms of the Order Form or SOW, the terms of this Agreement shall control. The Parties agree that any terms which may be included in any purchase order, confirmation or similar document shall not apply, and will be null, void and of no legal effect,

unless otherwise negotiated and confirmed in writing by Onapsis. Preprinted terms in Reseller purchase orders or other generated ordering documents, or terms referenced or linked within them, will have no effect on this Agreement and are hereby rejected, regardless of whether they are signed by Onapsis and/or purport to take precedence over this Agreement. The terms of this Agreement shall replace and supersede any and all prior agreements between the Parties and their subsidiaries for software licenses and services.

14.12. Counterparts. This Agreement may be executed simultaneously in several counterparts, each of which will be deemed an original, and all of which together will constitute one and the same instrument.

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EXHIBIT I – DISCOUNTS AND DEAL REGISTRATION

Current Discount per Offering Category:

Reseller discount on the List Price of the Offerings for sales to a Customer for whom Onapsis has approved a Deal shall be as follows:

Offering Category:

Registered Subscriptions New Licensing: 25%

Registered Subscriptions Renewals: 25%

Non-Registered Subscriptions New Licensing: 15%

Non-Registered Subscriptions Renewals: 15%

Professional Services: 10%

Onapsis may, at its sole discretion, change the discount per Offering category. Reseller's discount is conditional upon Reseller adhering to the sales processing requirements established and communicated to Reseller by Onapsis. Changes to the purchase discounts will be handled as per the terms of Section 6.3. of the Agreement.

Deal Registration:

- a) Notwithstanding anything to the contrary, the above stated discounts shall be applied against Onapsis' then-current list price at the time the deal is accepted by Onapsis in accordance with the registration and acceptance process set forth herein. Onapsis list price is subject to change by Onapsis.
- b) Registered Deal: To receive the "Registered" discount set forth above, (i) Reseller must register each new opportunity (a "**Submission**") through Onapsis's deal registration portal found at: <https://onapsis.force.com/partner/s/>, and (ii) unless the Submission is accepted by Onapsis, it shall be deemed rejected and not subject to the Registered discount above. An accepted Submission shall be valid for 120 days from the date of acceptance by Onapsis.
- c) Non-Registered Deal: Opportunities that are accepted in writing by Onapsis but are not registered shall receive the "Non-Registered" discount set forth above.

EXHIBIT II– MARKS

Reseller is authorized to use the Marks identified below, subject to the terms of the Agreement and any usage guidelines provided to Reseller by Onapsis. Onapsis may change the Marks authorized for use by Reseller at any time, for any reason.

