RESELLER ORDER FORM TERMS AND CONDITIONS

These Reseller Terms and Conditions, together with the accompanying order form (the "Order Form"), constitutes a binding agreement (this "Agreement") between the reseller partner named on the Order Form ("Partner") and the Reprise, Inc. ("Reprise"), and sets forth the terms and conditions of Partner's purchase of the applicable Reprise software-as-a-service offering(s) and professional services (if applicable) set out on the Order Form (the "Product(s)"). By signing any order form that references these Reseller Terms and Conditions, Partner agrees to the terms and conditions of this Agreement. If the Parties have a fully executed partner agreement that expressly governs orders by Partner for the Product(s) for resale to Customer, such agreement shall supersede this Agreement. Partner and Reprise are each referred to as a "Party" and collectively as the "Parties".

1 DEFINITIONS

For purposes of this Agreement, in addition to the capitalized terms defined elsewhere in this Agreement, the following terms will have the following meanings:

"Customer" means a person or entity that acquires the Product(s) from Partner, as set out on the Order Form.

"Customer Terms of Use" means the agreement between Reprise and Customer that governs Customer's use of the Product(s). Reprise's Customer Terms of Use vary by Product and are available at https://www.reprise.com/tc/.

"Documentation" means the instructional, operating or user manuals that Reprise makes available in any form, including electronic download, that relate to the operation of the Product(s), as updated by Reprise from time to time.

2 Order; Customer Terms of Use; Restrictions

2.1 **Resale**. Partner represents to Reprise that it is ordering the Product(s) solely for resale to Customer in accordance with this Agreement. Partner has no right to access or use the Product for Partner's own benefit, including use of the Product(s) as a service bureau or to provide a service directly or indirectly to third parties, including Customer.

2.2 **Customer Terms of Use**. Partner may not provide the Customer with the Product(s), or permit the Customer to access or use the Product(s), except in accordance with the Customer Terms of Use. Partner shall ensure that its contract with the Customer requires the Customer to agree to and be bound by the Customer Terms of Use. Partner may not negotiate the Customer Terms of Use or agree to any conflicting, different or additional terms from those set out in the Customer Terms of Use. For greater certainty, the contract between Partner and Customer must contain a minimum initial subscription term of one year, and cannot auto renew.

2.3 **OFAC**. Partner represents and warrants that neither it nor Customer is incorporated or resident in a country subject to economic or trade sanctions by the U.S. State Department and/or OFAC or listed as a "Specially Designated National," a "Specially Designated Global Terrorist," a "Blocked Person," or similar designation under the OFAC sanctions regime.

2.4 **Restrictions**. Partner shall not (and shall not permit any third party to): (i) modify, copy, translate, or create derivative works of, the Product(s); (ii) bundle, package or otherwise sell the Product(s) with, or as part, of any other product or services; (iii) reverse engineer, decompile, disassemble, or otherwise seek to obtain or derive the source code of the Product(s); (iv) attempt to interfere with or disrupt the integrity or performance of the Product(s), or attempt to gain unauthorized access to the Product(s); (v) permit or authorize the Customer to use the Product(s) in violation of or beyond the licenses or rights granted herein, or in the Order Form or Customer Terms of Use; (vi) remove or obscure any copyright labels or proprietary notices contained in the Product(s); or (vi) distribute, sell, or otherwise make the Product(s) available to, to third parties other than Customer for Customer's internal business purposes. Unless otherwise stated in the applicable Order Form, Partner will not provide support services.

3 FEES AND PAYMENT

3.1 **Fees; Payment**. Partner shall pay all fees and other amounts set out on the Order Form within thirty (30) days or such other period as expressly set out in the Order Form. Except as expressly provided for herein, all fees are non-refundable, non- cancellable and not subject to set-off. All fees are payable by Partner in the currency set out in the Order Form. Any amounts arising in relation to this Agreement not paid when due will be subject to a late charge of one and one-half percent (1.5 %) per month (eighteen percent (18%) per annum) on the unpaid balance or the maximum rate allowed by law, whichever is less. Partner shall have full discretion to determine the price and payment terms it charges Customer.

3.2 **Taxes**. Partner is responsible for payment of all applicable taxes, duties, levies, tariffs, and other governmental charges relating to Partner's purchase and resale of the Product(s), other than taxes based on Reprise's net income (collectively, "Taxes"). If Reprise has a legal obligation to pay or collect Taxes, the appropriate amount shall be computed based on Partner's ship to address and invoiced to and paid by Partner, unless Partner provides Reprise with a valid tax exemption certificate authorized by the appropriate taxing authority.

4 CONFIDENTIALITY

4.1 **Confidentiality**. The Parties acknowledge that during this Agreement, they may obtain non-public, technical and non-technical information of the other Party and its affiliates relating to the other Party's business activities, operations, processes, technology or products ("Confidential Information"). For greater certainty, the terms of the Order Form and the Product(s) and Documentation are Confidential Information of Reprise. Each Party will: (i) use such Confidential Information only in connection with fulfilling its obligations or exercising its rights under this Agreement, (ii) during the term of this Agreement hold such Confidential Information in strict confidence and use reasonable efforts to safeguard such Confidential Information (except that Confidential Information that is trade secrets shall be held in confidence and safeguarded for the longest period allowed by applicable law); and (iii) disclose, distribute or make available such Confidential Information only to its affiliates and its and

their employees and representatives who have a need to know, or have access to, the Confidential Information in order for them to carry out the purpose of this Agreement and who are subject to binding confidentiality obligations consistent with this section, and to no other person or entity, without the disclosing Party's prior consent. The provisions of this Section will not apply to any information which: (a) is, at the time of its disclosure, generally available to the public; (b) becomes generally available to the public through no fault of the receiving Party; (c) is, prior to its initial disclosure, in the possession of the receiving Party; (d) is independently developed by the receiving Party without use of or reference to any of the disclosing Party's Confidential Information; (e) is acquired by the receiving Party from any third party reasonably considered as having a right to disclose it or (f) is required to be disclosed by applicable law, court order, subpoena, or similar demand, or applicable regulatory authorities, but in such event only to the extent required to be disclosed and after due notice is given to the other Party (unless such notice is prohibited by law).

5 OWNERSHIP; INTELLECTUAL PROPERTY

5.1 **Reprise IP**. Reprise, its affiliates and licensors retain all right, title and interest, including all copyrights, trade secrets, patents and other intellectual property rights, in the Product(s) (including all software and technology underlying Product), the Documentation, and any derivative works, modifications or improvements of any of the foregoing. Reprise reserves all rights in the Product(s) and Documentation not expressly granted herein.

5.2 **Feedback**. Partner grants to Reprise a royalty- free, worldwide, transferrable, sublicensable, irrevocable, perpetual license to use and/or incorporate into any of its products or services, including the Product(s), any suggestions, enhancement requests, recommendations or other feedback provided by Partner.

6 WARRANTIES, INDEMNITIES AND LIABILITY

6.1 **Limited Warranty**. Reprise provides a limited warranty to the Customer in respect of the Product(s) as set out in the Customer Terms of Use.

6.2 **Disclaimer**. EXCEPT AS SET OUT IN SECTION 6.1 ABOVE, THE PRODUCT(S) ARE PROVIDED TO PARTNER AND TO THE CUSTOMER ON AN "AS IS" BASIS. REPRISE SPECIFICALLY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, TITLE, SECURITY, ACCURACY, NON-INFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE. FURTHER, REPRISE DOES NOT WARRANT THE RESULTS OF USE OF THE PRODUCT(S) OR DOCUMENTATION OR THAT THE PRODUCT(S) IS BUG/ERROR FREE OR THAT ITS USE WILL BE UNINTERRUPTED.

6.3 **Reprise Indemnity**. Subject to Section 6.5, Reprise will defend Partner against any third-party claim, demand, suit or proceeding made or brought against Partner alleging that the Product(s) infringes or misappropriates any third-party intellectual property rights (an "Infringement Claim"); and will indemnify and hold Partner harmless from any resulting damage awards or settlement amounts. The foregoing indemnity shall not apply to any Infringement Claim relating to or arising out of: (i) any misuse of the Product(s) in breach of this Agreement or the Customer Terms of Use; (ii) any combination, operation or use of the Product(s) with any hardware, products, program, data or material not supplied or approved in writing by Reprise; or (iii) any modification of the Product(s) not approved in writing by Reprise (each, an "Infringement Exclusion Event"). If any Product is held or believed to infringe on a third party's intellectual property rights, Reprise may, in its sole discretion, (x) modify the Product to be non- infringing, (y) obtain a license for Partner's continued use of such Product; or (z) terminate the applicable Order Form and refund Partner a pro-rata portion of any prepaid fees under such Order Form that cover the remainder of the Subscription Term after the date of termination. This Section states Reprise's entire liability, and Partner's sole and exclusive remedy, for any claim of infringement.

6.4 **Customer Indemnity**. Subject to Section 6.5, Customer will defend Reprise against any third-party claim, demand, suit or proceeding made or brought against Reprise arising out of or relating to: (i) any Infringement Exclusion Event; or (ii) any breach by Partner of Section 2; and will indemnify and hold Reprise harmless from any resulting damage awards or settlement amounts.

6.5 **Indemnity Conditions**. The indemnities in this Agreement are conditional upon the Party claiming indemnification (the "Indemnified Party"): (i) promptly notifying the indemnifying Party (the "Indemnifying Party") in writing of such claim, demand, suit or proceeding; (ii) giving the Indemnifying Party sole control of the defense and settlement thereof; and (iii) cooperating and assisting in such defense at the Indemnifying Party's reasonable request and expense. Notwithstanding the foregoing, the Indemnifying Party shall not settle any claim, demand, suit or proceeding without the Indemnified Party's prior consent if the settlement would require the Indemnified Party to: (a) pay any amounts or (b) make any admission of wrongdoing or fault.

6.6 **EXCLUSION OF CONSEQUENTIAL AND RELATED DAMAGES**. IN NO EVENT WILL EITHER PARTY OR ITS AFFILIATES HAVE ANY LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT FOR ANY LOST PROFITS, REVENUES, GOODWILL, OR INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, COVER, BUSINESS INTERRUPTION OR PUNITIVE DAMAGES, WHETHER AN ACTION IS IN CONTRACT OR TORT AND REGARDLESS OF THE THEORY OF LIABILITY, EVEN IF A PARTY OR ITS AFFILIATES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR IF A PARTY'S OR ITS AFFILIATES' REMEDY OTHERWISE FAILS OF ITS ESSENTIAL PURPOSE. THE FOREGOING DISCLAIMER WILL NOT APPLY TO THE EXTENT PROHIBITED BY LAW.

6.7 **LIMITATION OF LIABILITY**. EXCEPT IN THE EVENT OF GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, IN NO EVENT SHALL THE AGGREGATE LIABILITY OF EACH PARTY TOGETHER WITH ALL OF ITS AFFILIATES ARISING OUT OF OR RELATED TO THIS AGREEMENT EXCEED THE TOTAL AMOUNT PAID BY CUSTOMER AND ITS AFFILIATES HEREUNDER FOR THE SERVICES GIVING RISE TO THE LIABILITY IN THE TWELVE MONTHS PRECEDING THE FIRST INCIDENT OUT OF WHICH THE LIABILITY AROSE. THE FOREGOING LIMITATION WILL APPLY WHETHER AN ACTION IS IN CONTRACT OR TORT AND REGARDLESS OF THE THEORY OF LIABILITY, BUT WILL NOT LIMIT CUSTOMER'S AND ITS AFFILIATES' PAYMENT OBLIGATIONS UNDER SECTION 3 ABOVE.

6.8 **Application.** The limitation of liability and exclusion of certain damages contained in this Agreement shall apply whether an action is in contract, tort or otherwise, and

regardless of the theory of liability or failure of the essential purpose of any remedy.

7 TERM; TERMINATION

7.1 **Term of Agreement**. The term of this Agreement shall commence on the date of the Order Form and continues until expiry of the Subscription Term.

7.2 **Termination for Cause**. Either Party may terminate this Agreement immediately: (i) upon the other Party's material breach of this Agreement if such breach, if capable of cure, is not cured within thirty (30) days following notice thereof (or, if incapable of cure, immediately upon notice of such breach); (ii) if the other Party becomes subject to appointment of a trustee or receiver for all or any part of its assets, becomes insolvent or bankrupt, or makes any assignment for the benefit of creditors.

8 GOVERNING LAW AND VENUE; INJUNCTIVE RELIEF.

8.1 **Governing Law; Venue**. If there is any dispute between the Parties arising out of this Agreement (each, a "Dispute"), then authorized representatives of each Party will negotiate in good faith to resolve the Dispute. If such representatives cannot resolve the Dispute after no less than thirty (30) days of good faith negotiations, then either Party may pursue all available remedies exclusively in courts of competent jurisdiction in Suffolk County, Massachusetts, and each Party waives all rights to challenge such venue on any theory. This Agreement will be governed by the laws of Massachusetts, excluding its conflicts of laws principles. The prevailing Party will be entitled to collect any fees, costs or expenses that such Party incurred in pursuing a claim or lawsuit against the losing Party.

8.2 **Injunctive Relief.** Notwithstanding Section 8.2, the Parties agree that a material breach of this Agreement adversely affecting Reprise's intellectual property rights in the Product(s) or Documentation or the Confidential Information of either Party may cause irreparable injury to such Party for which monetary damages would not be an adequate remedy, and such Party shall be entitled to equitable relief (without a requirement to post a bond) in addition to any remedies it may have hereunder or at law.

9 GENERAL

9.1 **Export**. The Product(s) and related technology are subject to U.S. export laws and may be subject to export laws in other countries. Partner agrees not to export (directly or indirectly) the Product(s) or related technology in violation of applicable export laws or regulations.

9.2 **Independent Contractors**. The Parties are independent contractors. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary or employment relationship between the Parties.

9.3 **Force Majeure**. Neither Party will be liable to the other for any delay or failure to perform any obligation under this Agreement (other than payment obligations) if the delay or failure is due to any cause beyond such Party's reasonable control, including acts of God, war, earthquakes, telecommunication or other utility failures, floods, fires, storms, or acts or orders of government.

9.4 **Restriction on Assignment**. Neither Party may assign this Agreement without the prior written consent of the other Party, which consent shall not be unreasonably withheld, except in connection with a re-organization, merger, acquisition, or sale of all or substantially all of a Party's assets or voting securities. Any action or conduct in violation of the foregoing shall be void and without effect. Nothing in this Agreement shall restrict the ability of Reprise to subcontract any or all of its obligations hereunder.

9.5 **Waiver; Amendments**. No modification, amendment, or waiver of any provision of this Agreement will be effective unless in writing and signed by the Party against whom the modification, amendment or waiver is to be asserted. The failure of either Party to enforce any rights granted hereunder or to take action against the other Party in the event of any breach hereunder shall not be deemed a waiver as to subsequent enforcement of rights or subsequent actions in the event of future breaches.

9.6 **Severability**. If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, the provision will be enforced to the extent permissible, and all other provisions will remain in effect and are enforceable by the Parties.

9.7 **Notices.** Any and all notices to be given by either Party to the other Party under this Agreement shall be in writing and delivered: (i) by electronic mail to Customer and Partner at the email addresses on the Order Form and to Reprise at contracts@reprise.com (subject line: Legal Notice) or (ii) by overnight courier to Customer at the ship to address on the Order Form and to Reprise at 177 Huntington Ave Ste 1703, PMB 72297, Boston, Massachusetts 02115, Attention: Legal. Such notices shall be deemed to have been received on the first business day following the day of such delivery if sent by email, and the first business day following the day of deposit with the courier, if sent by overnight courier. The address of either Party may be changed at any time by giving ten (10) business days prior written notice to the other Party in accordance with the foregoing.

9.8 **Entire Agreement**. This Agreement constitutes the entire agreement between the Parties with respect to the transaction contemplated by the Order Form, and supersedes all prior and contemporaneous agreements, proposals or representations, written or oral, concerning its subject matter. No varying terms or conditions stated in a purchase order or other ordering document or process shall form any part of this Agreement, and all such terms and conditions shall be null and void. This Agreement shall enure to the benefit of the Parties and their respective successors and permitted assigns.

9.9 **Counterparts/Electronic Signature**. This Agreement may be signed in counterparts, and each such duly signed counterpart will be deemed to be an original of this Agreement, provided however that each Party will receive a counterpart executed by the other Party. The Parties agree to accept facsimile, scanned, electronic or copied signatures as original signatures for purposes of executing this Agreement.