



Reseller Agreement

RESELLER AGREEMENT

By signing below, each of us agrees to the terms of this page and the following pages.

This miniOrange Reseller Agreement (the "**Reseller Agreement**") is between the applicable reseller ("**you**" or "**Reseller**"), and miniOrange Security Software Pvt. Ltd. If you are agreeing to this Reseller Agreement not as an individual but on behalf of your company, then "Reseller" or "you" means your company, and you are binding your company to this Reseller Agreement.

This Reseller Agreement is a separate agreement from the agreement that miniOrange has with its end users at https://www.miniorange.com/usecases/miniOrange_User_Agreement.pdf (as may be modified by miniOrange from time to time, "**miniOrange User Agreement**"). For convenience and consistency, however, the definitions of certain terms related to our products and services will be the same as those in the miniOrange User Agreement.

1. License Grants

miniOrange hereby grants you a one-time, non-transferable, non-exclusive, non-sublicensable license to distribute miniOrange on-premise software ("**Product**") solely for use by one customer who is the licensee.

2. No reverse engineering

You will not

1. create or attempt to, or aid or permits others to, create by reverse engineering, disassembly, decompilation, reverse engineering or otherwise, the internal structure, the source code, hardware design, or organization of Product, unless expressly permitted by Law,
2. copy, modify, translate, or create derivative works of software included in Product,
3. separate the Product into component parts for distribution or transfer to a third party.

3. No Use Right

Only the end user customer of the Product may use the Product. You are not permitted to use Products under this Reseller Agreement for your own benefit. To the extent that you nevertheless gain any access to the Product, all license restrictions in the miniOrange User Agreement apply to you. miniOrange have and will retain all rights, title and interest (including without limitation all patent, copyright, trademark, trade secret and other intellectual property rights) in and to all Products, service descriptions, documentation, and underlying technology ("**miniOrange Technology**"), and all copies, modifications and derivative works thereof, including without limitation as may incorporate Feedback. You acknowledge that you are obtaining only a limited right to resell the Product and that irrespective of any use of the words "purchase", "sale" or like terms hereunder no ownership rights are being conveyed to you under this Reseller Agreement or otherwise.

4. Intellectual Property

Except for rights expressly granted under this agreement, nothing in this agreement will function to transfer any of either party's Intellectual Property rights to the other party, and each party will retain exclusive interest in and ownership of its Intellectual Property developed before this agreement or developed outside the scope of this agreement.

5. Confidentiality

Except as otherwise set forth in this Reseller Agreement, each party agrees that all code, inventions, know-how, business, technical and financial information it obtains (as "**Receiving Party**") from the disclosing party ("**Disclosing Party**") constitute the confidential property of the Disclosing Party ("**Confidential Information**"), provided that it is identified as confidential at the time of disclosure or should be reasonably known by the Receiving Party to be Confidential Information if miniOrange is the disclosing party and The Client is the receiving party. Information due to the nature of the information disclosed and the circumstances surrounding the disclosure. Any miniOrange Technology and any performance information relating to the Products shall be deemed Confidential Information of miniOrange without any marking or further designation. Except as expressly authorized herein, the Receiving Party will hold in confidence and not use or disclose any Confidential Information. The Receiving Party's nondisclosure obligation shall not apply to information which the Receiving Party can document: (i) was rightfully in its possession or known to it prior to receipt of the Confidential Information; (ii) is or has become public knowledge through no fault of the Receiving Party; (iii) is rightfully obtained by the Receiving Party from a third party without breach of any confidentiality obligation; (iv) is independently developed by employees of the Receiving Party who had no access to such information; or (v) is required to be disclosed pursuant to a regulation, law or court order (but only to the minimum extent required to comply with such regulation or order and with advance notice to the Disclosing Party). The Receiving Party acknowledges that disclosure of Confidential Information would cause substantial harm for which damages alone would not be a sufficient remedy, and therefore that upon any such disclosure by the Receiving Party the Disclosing Party shall be entitled to appropriate equitable relief in addition to whatever other remedies it might have at law.

6. Dispute Resolution

This Reseller Agreement or any claim, cause of action or dispute ("claim") arising out of or related to this Reseller Agreement shall be governed by the laws of the state of New Jersey regardless of your country of origin or where you access miniOrange, and notwithstanding of any conflicts of law principles and the United Nations Convention for the International Sale of Goods. You and miniOrange agree that all claims arising out of or related to this Agreement must be resolved exclusively by a state or federal court located in Santa Clara County, New Jersey or Pune, Maharashtra except as otherwise agreed by the parties or as described in the Arbitration Option paragraph below. You and miniOrange agree to submit to the personal jurisdiction of the courts located within Santa Clara County, New Jersey or Pune, Maharashtra for the purpose of litigating all such claims. Notwithstanding the above, you agree that miniOrange shall still be allowed to apply for injunctive remedies (or an equivalent type of urgent legal relief) in any jurisdiction.

7. Arbitration

In the event of any controversy or claim arising out of or relating to this Reseller Agreement, the parties hereto shall consult and negotiate with each other and, recognizing their mutual interests, attempt to reach a solution satisfactory to both parties. If the parties do not reach a settlement within a period of 60 days, any unresolved controversy or claim arising out of or relating to this

Reseller Agreement shall proceed to binding arbitration under the Rules of Arbitration of the International Chamber of Commerce. In the event a party elects arbitration, they shall initiate such arbitration through an established alternative dispute resolution (“ADR”) provider mutually agreed upon by the parties. The ADR provider and the parties must comply with the following rules: (a) the arbitration shall be conducted by telephone, online and/or be solely based on written submissions, the specific manner shall be chosen by the party initiating the arbitration; (b) the arbitration shall not involve any personal appearance by the parties or witnesses unless otherwise mutually agreed by the parties; and (c) any judgment on the award rendered by the arbitrator shall be final and may be entered in any court of competent jurisdiction.

8. Indemnity

You are fully responsible for all liabilities and expenses of any type whatsoever that may arise on account of your resale of Product. You will indemnify, hold harmless and (at miniOrange’ option) defend miniOrange from and against any claim, loss, cost, liability or damage, including attorneys’ fees, for which miniOrange becomes liable arising from or relating to: (a) any breach or alleged by you of any term of this Reseller Agreement, (b) the issuance by you of any warranty or representation regarding miniOrange or its products or services not specified in the miniOrange User Agreement, or (c) any of your other acts or omissions in connection with the marketing or resale of the Product under this Reseller Agreement.

9. DISCLAIMER OF WARRANTIES

For the avoidance of doubt, any and all commitments, indemnities and other terms and conditions offered by miniOrange with respect to use of the Product are made directly by miniOrange to the end user in accordance with the miniOrange User Agreement and do not extend to you as a Reseller. We make NO WARRANTIES, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, TO you as a RESELLER, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR TITLE AND NON-INFRINGEMENT.

10. LIMITATION OF LIABILITY

TO THE FULLEST EXTENT ALLOWED BY LAW, MINIORANGE SHALL NOT BE LIABLE FOR ANY LOSS OF USE, LOST DATA, FAILURE OF SECURITY MECHANISMS, INTERRUPTION OF BUSINESS, OR ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND (INCLUDING LOST PROFITS), REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, EVEN IF INFORMED OF THE POSSIBILITY OF SUCH DAMAGES IN ADVANCE. TO THE FULLEST EXTENT ALLOWED BY LAW, MINIORANGE’S ENTIRE LIABILITY UNDER THIS RESELLER AGREEMENT SHALL NOT EXCEED THE AMOUNTS ACTUALLY PAID BY RESELLER TO MINIORANGE IN RESPECT OF THE RESELLER ORDER THAT IS THE SUBJECT OF THIS RESELLER AGREEMENT.

11. General

This Reseller Agreement is the entire agreement between you and miniOrange relating to the resale of Product as described in this Reseller Agreement and supersedes all prior or contemporaneous oral or written communications, proposals and representations with respect to

the Product or any other subject matter covered by this Reseller Agreement. If any provision of this Reseller Agreement is held to be void, invalid, unenforceable or illegal, the other provisions shall continue in full force and effect. This Reseller Agreement may not be modified or otherwise with the written agreement of miniOrange (which may be withheld in its complete discretion without any requirement to provide reasons). As used herein, "including" (and its variants) means "including without limitation" (and its variants). If either party to this Reseller Agreement breaches any provision of this Reseller Agreement relating to Confidential Information or intellectual property rights, there may not be an adequate remedy available solely at law; therefore, an injunction, specific performance or other form of equitable relief or monetary damages or any combination thereof may be sought by the injured party to this Reseller Agreement. No failure or delay by the injured party to this Reseller Agreement in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any right, power or privilege hereunder at law or equity. The parties are independent contractors. This Reseller Agreement shall not be construed as constituting either party as a partner of the other or to create any other form of legal association that would give on party the express or implied right, power or authority to create any duty or obligation of the other party.