

StratifyPro Reseller Agreement

Version 01.1

This agreement ("StratifyPro Reseller Agreement") establishes the terms governing the relationship between VNC Technologies % StratifyPro (VNC, StratifyPro, Company) and you, the reseller ("You", "Reseller" or "Corporate Partner").

Key Points:

- **Applicability:** This agreement covers both individual resellers and companies.
- **Company Binding:** If you agree on behalf of your company, "Reseller" or "You" refers to your company. You are binding your company (including all employees, partners, and subcontractors representing your company under this agreement) to these terms.
- **Separate Agreement:** This Reseller Agreement is distinct from the StratifyPro Terms and Conditions governing StratifyPro's relationship with end users (available at <https://www.stratifypro.com/terms>).
- **Shared Definitions:** While separate agreements, certain terms related to StratifyPro's products and services (Service, Hosted Services, Products, and Authorized Users) will maintain the same definitions used in the StratifyPro Terms and Conditions for consistency.
- **Date Format:** All dates specified within this agreement are inclusive and are presented in the ET (Eastern Standard Time) timezone.

Disclaimer: This simplified summary serves as an overview and does not replace the full legal agreement.

1. Order Requirements

To place an order for resale, you must provide accurate and complete information about the end user, including their name, business, email address, and the specific products or services required. This information must be submitted on a Reseller Order Form or an alternative format provided by

StratifyPro. Both you and StratifyPro must sign the Reseller Order Form to validate the order.

2. Limited Resale Rights

You have a one-time, non-transferable right to resell specific Products listed on your Reseller Order Form, solely for use by the designated end user in accordance with the StratifyPro Terms and Conditions. Resale to any other party, including related parties, organizations, or affiliates, is prohibited without explicit written consent from StratifyPro.

3. End User Responsibility and Cooperation

3.1 End User Compliance

You are responsible for ensuring all end users adhere to the StratifyPro Terms and Conditions governing product usage. This includes obtaining written confirmation of their agreement and providing evidence to StratifyPro upon request.

3.2 Breach Notification

You agree to promptly notify StratifyPro of any suspected breaches of the StratifyPro Terms and Conditions or unauthorized product use. You will cooperate with StratifyPro in enforcing these terms.

4. Corporate Partner Identification

You may identify yourself as a StratifyPro "Corporate Partner" exclusively when reselling our products. Any use of StratifyPro trademarks, logos, or service marks requires explicit written permission. All goodwill generated from using StratifyPro branding benefits StratifyPro.

5. Payment and Delivery

5.1 Fees

Your payment to StratifyPro, which is non-refundable and non-cancelable, is due upon written approval of your Reseller Order Form.

5.2 Delivery

Upon receiving payment, we will deliver the necessary software licenses, hosted services login details, or other product access information directly to the designated delivery contact as outlined in the Reseller Order Form, following our standard delivery procedures. If we provide these details to you, you agree to forward them directly to the end user and refrain from accessing or utilizing the products yourself. Promptly delete or securely store any received license keys.

5.3 Taxes

All payments exclude applicable taxes or duties within the payment or receipt jurisdiction. StratifyPro may charge you for any taxes or duties incurred. However, if you possess a relevant tax exemption, you can provide this information to StratifyPro for potential refund or credit facilitation.

5.4 End User Pricing, Payment, and Refunds

You independently determine pricing for each end user and assume full responsibility for collecting payments. No refunds or order termination are permitted due to non-payment by an end user.

6. Feedback

Any feedback, suggestions, or ideas provided to StratifyPro regarding the Products or the Reseller program become our property. We retain the right to use, modify, and exploit this feedback without restriction or compensation to you. This includes the freedom to independently develop and market products, whether incorporating your feedback or not.

7. No Use Rights; StratifyPro Reserved Rights

Product usage is exclusively reserved for end-user customers and their authorized users. Resellers are prohibited from using the resold products for their own benefit. Any accidental product access remains subject to the StratifyPro Terms and Conditions license restrictions. StratifyPro and its suppliers retain all intellectual property rights to the products, service descriptions, documentation, and underlying technology, including any modifications or derivative works. This agreement grants no ownership rights to the reseller, despite the use of terms like "purchase" or "sale."

8. Reseller Obligations and Liability

8.1 End User Relationships and Business Practices

You are an independent contractor and not a StratifyPro agent or employee. StratifyPro may communicate directly with end users after you submit a Reseller Order Form. You agree to not misrepresent StratifyPro or its products and to conduct business ethically and legally. This includes compliance with all applicable laws and regulations, such as the U.S. Foreign Corrupt Practices Act and export control laws.

8.2 Indemnity

You are solely responsible for all liabilities related to product resale. You must indemnify and defend StratifyPro against any claims, losses, or damages arising from your breach of this agreement, misrepresentation of StratifyPro or its products, or any actions related to product marketing or resale.

9. Termination and Term

9.1 Termination

StratifyPro may terminate this agreement with five days' notice if you materially breach it and fail to rectify the issue. Either party can terminate with thirty days' notice for any reason. Additionally, StratifyPro can immediately terminate if it discontinues the reseller program or faces potential business or legal risks.

9.2 Termination Effects

Upon termination, you must cease using StratifyPro branding, destroy confidential information, and comply with payment and intellectual property terms outlined in previous sections.

9.3 Term

The initial agreement term is twelve months. Subsequent terms are also twelve months, requiring a new agreement for each term. To maintain continuous partnership, a new agreement must be signed before or within thirty days of the current term's expiration.

10. Changes to Agreement

The Reseller Agreement version applicable to a specific Reseller Order Form is the one in effect at the time of order submission.

11. Confidentiality

Each party agrees to protect the confidential information of the other party. This includes any information identified as confidential or information that should reasonably be considered confidential due to its nature. StratifyPro Technology and product performance data are considered confidential. The Receiving Party will maintain confidentiality unless legally required to disclose. In such cases, the Receiving Party will provide advance notice to the Disclosing Party. Disclosure of confidential information may cause significant harm, warranting equitable relief in addition to potential damages.

12. StratifyPro Commitments and Disclaimer of Warranties

Any commitments, indemnities, or warranties provided by StratifyPro regarding product usage apply exclusively to end users as outlined in the StratifyPro Terms and Conditions. Resellers are not beneficiaries of these commitments. StratifyPro disclaims all warranties, express or implied, to resellers, including merchantability, fitness for a particular purpose, and title or non-infringement.

13. Limitation of Liability

13.1. Exclusion of Damages

To the maximum extent permitted by law, neither StratifyPro nor its suppliers shall be liable for any indirect, incidental, special, consequential, or punitive damages, including but not limited to lost profits, loss of data, or business interruption, arising out of or in connection with this Reseller Agreement, regardless of the legal theory on which the claim is based.

13.2. Cap on Liability

StratifyPro' total liability to Reseller under this Reseller Agreement shall be limited to the amount actually paid by Reseller to StratifyPro for the specific Order Form to which the claim relates.

14. Dispute Resolution; Governing Law

14.1. Dispute Resolution; Arbitration

Any dispute arising from this Reseller Agreement will first be attempted to be resolved through negotiation. If no agreement is reached within 60 days, the

dispute will be settled through binding arbitration under the Chamber of Commerce Rules in Texas, United States. All arbitration proceedings will be confidential.

14.2. Governing Law; Jurisdiction

This Reseller Agreement is governed by Texas, USA law. Any legal action (excluding arbitration) must be brought in Texas courts. Both parties submit to the exclusive jurisdiction of these courts. StratifyPro may seek injunctive relief in any court with proper jurisdiction.

14.3. Injunctive Relief

This section does not prevent either party from seeking injunctive relief for intellectual property rights violations or to enforce arbitration awards.

14.4. Exclusion of Certain Laws

The United Nations Convention on Contracts for the International Sale of Goods and the Uniform Computer Information Transactions Act do not apply to this Reseller Agreement.

15. Government End Users

The Products are commercial computer software. If acquired by a U.S. Government agency, use, duplication, reproduction, modification, disclosure, or transfer is subject to the terms of this Reseller Agreement and the applicable Federal Acquisition Regulation (FAR) or Defense Federal Acquisition Regulation Supplement (DFARS). The Products were developed entirely at private expense. Any other use is prohibited.

16. General Provisions

This Reseller Agreement constitutes the entire agreement between the parties and supersedes all prior or contemporaneous communications, representations, or agreements, whether oral or written. If any provision is deemed invalid, the remaining provisions shall remain in full force. This

Agreement may only be modified in writing by both parties. The use of "including" means "including without limitation."

Either party may seek injunctive relief for breaches related to confidential information or intellectual property. No delay in enforcing rights constitutes a waiver. The parties are independent contractors.

A1. Pricing and Renewals

A1.1 Pricing Model

The fee structure for software licenses is determined at the time of contract signing.

A1.2 Automatic Renewals

Software licenses renew annually on their anniversary unless explicitly opted out of in writing by the preceding midnight. Renewal pricing matches the original order unless otherwise agreed upon in writing. Automatic renewals continue while the Reseller Agreement remains active.

A1.3 Site Licenses

Site licenses (unlimited users) are available on a case-by-case basis and require written agreement before order submission.

Custom Integrations

All StratifyPro Plans include pre-built platform integrations. For custom integrations tailored to specific end-user needs, StratifyPro will provide a detailed quote following a scoping call with the end-user or their authorized reseller. Integration development commences upon payment of the associated invoice.

Schedule B: Lead Registration

Definitions

- Contact: An individual identified primarily by their email address.
- Lead Register: A shared repository of contacts submitted by you and accepted or denied by StratifyPro.
- Registered Lead: A contact accepted by StratifyPro, including contact details, company information, and job title.

Registered Lead - is a contact approved by StratifyPro, including:

- Name
- Email
- Company
- Company website
- Job title
- Country

B1.1. Lead Registration Process

You will submit Contact information using a StratifyPro provided form. To become a Registered Lead, a Contact must meet specific criteria and be approved by StratifyPro.

StratifyPro will review submitted Contacts and determine acceptance based on:

- Complete and accurate Contact information
- Contact is not an existing StratifyPro customer or sales prospect
- Contact registration aligns with StratifyPro contractual obligations

StratifyPro reserves the right to decline any Contact. Accepted or rejected Contacts will be indicated on the shared Lead Register.

Registered Leads expire after 12 months without a purchase and must be re-registered to maintain benefits.

A Contact is not a Registered Lead unless registered, accepted, active, and within the agreement term.

B1.2. Lead Protection

StratifyPro will make reasonable efforts to avoid direct sales contact with Registered Leads without your involvement. If a Registered Lead becomes a customer, the terms of Section 8 will apply. However, if a Registered Lead opts into StratifyPro marketing, they may receive marketing communications.

B1.3. Termination

Upon Reseller Agreement termination, all lead protection provisions (B1.2) cease immediately, regardless of other termination terms.

B1.4. Lead Opt-Out

If a Registered Lead directly requests to engage with StratifyPro without your involvement, StratifyPro is released from lead protection obligations for that specific Lead under this Schedule B.

Signature _____ Date _____

Print name _____

Company Name _____