

RESELLER AGREEMENT

This Reseller Agreement (this "Agreement") is between OnCue Technologies, LLC ("Company") and the reseller that completes a program application on the Company's website for the purpose of becoming a reseller ("Reseller") of the products that Company makes available for purchase and resale by its resellers (the "Products"). This Agreement establishes the terms and conditions of Reseller's participation in the Sellr Reseller Program (the "Program") through which Company will provide marketing and promotional support to Reseller through a password-protected website applicable to resellers (the "Reseller Portal") as specified in this Agreement for Reseller's purchase and license of Products for resale.

1. Reseller Status

- 1.1. Program Materials. Reseller represents and warrants that it satisfies all of the requirements in the Program Materials (the "Program Materials") published in the Reseller Portal (in the Certification section). The Program Materials describe the benefits to a Reseller of participating in the Program as well as the duties of a Reseller under the Program.
- 1.2. Requirements. Reseller will not sell the Products without arranging for adequate post-sales support as detailed in the Program Materials. Reseller must follow all of the other requirements of the Program as set forth in the Program Materials.
- 1.3. Independent Contractors. The relationship between the Company and the Reseller is that of independent contractors. Neither party is an agent or legal representative of the other party for any purpose and may not act on behalf of, or bind or commit the other party, to any legal obligation. In particular, Reseller may not make any commitment on behalf of Company with respect to quantities, delivery, modifications, interfacing capability, suitability of software or hardware or suitability in specific applications. Reseller may not modify the Company's warranty with respect to the Products.

2. Term, Termination, Amendments.

- 2.1. Term. The term of this Agreement (the "Term") begins on the date that Reseller's Program application is accepted by Company and Company grants Reseller access to the Reseller Portal (the "Start Date") and ends on the first anniversary of the Start Date (the "Initial Term"). This Agreement automatically renews for successive renewal terms of twelve (12) months at the end of the Initial Term and each anniversary thereof unless sooner terminated by either party.
- 2.2. Termination. Either party may terminate this Agreement (a) without cause at any time upon thirty (30) days written notice, or (b) following written notice if the other party breaches a material provision of this Agreement that remains uncured fifteen (15) days after written notice thereof from the non-breaching party.

- 2.3. Effect of Termination. Upon the expiration or termination of this Agreement for any reason, each party shall cease to have any duties or obligations under this Agreement except for such obligations as expressly survive such expiration or termination. Without limiting the generality of the foregoing, the following provisions survive the expiration or termination of this Agreement: (a) provisions regarding confidentiality, (b) provisions regarding the ownership of intellectual property, (c) the obligation to pay amounts that are due to be paid on or before the date of termination, and (d) such other terms as expressly survive the expiration or termination of this Agreement.
- 2.4. Amendments. This Agreement may be amended by any time by the Company modifying the terms of this Agreement and posting such modifications in the Reseller Portal or through any changes to the Program Materials posted by Company in the Reseller Portal. The Company will notify Reseller of such changes by email and any such changes will be binding on Reseller thirty (30) days after the date of such email.

3. Reseller Program

- 3.1. Participation Levels. The Program will contain various participation levels with various levels of benefits and obligations. Company will invite Reseller from time to time to participate in the co-operative advertising, market development and promotional programs offered by Company as defined in the Program Materials. Reseller may, at its option, participate in such programs during the Term. Company may terminate or modify participation levels at any time at its sole discretion.
- 3.2. Marketing. Reseller will exert its best efforts to market the Products and will utilize the promotional materials supplied by Company (the "Company Promotional Materials") through all appropriate media including trade show exhibits, catalogs and direct mailings, space advertising, educational meetings, sales aids, etc. Reseller may not utilize any materials to promote the Products that have not been approved by the Company in writing.
- 3.3. Specifications, Discontinuation. From time to time Company may modify the technical specifications of the Products and may discontinue the sale of any Products. Company will provide Reseller with updates and information regarding the Products through the Reseller Portal.

4. Warranties and Limitations of Liability.

- 4.1. Limited Warranty. The Company warrants that the Products will satisfy the applicable warranty provisions in its Standard Terms and Conditions of Sale (the "Terms of Sale"). THE WARRANTIES SET FORTH IN THE TERMS OF SALE ARE THE SOLE AND EXCLUSIVE WARRANTIES MADE BY COMPANY WITH RESPECT TO THE PRODUCTS OR OTHERWISE ARISING OUT OF THIS AGREEMENT AND ITS SUBJECT MATTER AND ARE IN LIEU OF ANY AND ALL OTHER PROMISES, STATEMENTS, REPRESENTATIONS, CONDITIONS OR WARRANTIES OF ANY KIND, EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE,

INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, OR THOSE ARISING FROM A COURSE OF DEALING OR USAGE OF TRADE, ALL SUCH WARRANTIES BEING HEREBY FULLY DISCLAIMED.

- 4.2. Exclusive Remedy. The remedies provided in the Terms of Sale are the exclusive remedies available for any breach of the applicable Products warranties and are Company's sole and exclusive liability, and Reseller's sole and exclusive remedy, for any such breach.
- 4.3. Limitation of Liability. COMPANY AND ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, AFFILIATES, SUPPLIERS AND LICENSORS WILL NOT BE LIABLE TO RESELLER FOR ANY SPECIAL, PUNITIVE, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF THIS AGREEMENT OR THE BREACH THEREOF, REGARDLESS OF WHETHER COMPANY HAS BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGES OR CLAIMS. IN NO EVENT SHALL COMPANY'S MAXIMUM AGGREGATE LIABILITY FOR ALL DAMAGES, LOSSES OR INJURIES TO RESELLER EXCEED AN AMOUNT EQUAL TO THE AGGREGATE AMOUNT PAID BY RESELLER TO COMPANY DURING THE PRECEDING SIX (6) MONTHS. COMPANY SHALL NOT, BY REASON OF THE TERMINATION OR NON-RENEWAL OF THIS AGREEMENT OR OTHERWISE, BE LIABLE TO RESELLER FOR COMPENSATION, REIMBURSEMENT OR DAMAGES ON ACCOUNT OF THE LOSS OF PROSPECTIVE PROFITS, OR ON ACCOUNT OF EXPENDITURES, INVESTMENTS OR COMMITMENTS MADE IN CONNECTION WITH THE ESTABLISHMENT, DEVELOPMENT OR MAINTENANCE OF RESELLER'S BUSINESS. THE FOREGOING LIMITATIONS SHALL APPLY REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, NEGLIGENCE, STRICT LIABILITY, TORT, PRODUCTS LIABILITY OR OTHERWISE, EVEN WHEN OTHER REMEDIES ARE IMPOSSIBLE, INEFFECTIVE, OR FAIL OF THEIR ESSENTIAL PURPOSE, AND EVEN WHEN A FUNDAMENTAL BREACH IS INVOLVED.
- 4.4. Indemnification. Reseller agrees to indemnify and defend the Company and its officers, directors, shareholders, employees and representatives from and against any action, cause, claim, damage, debt, demand or liability, including reasonable costs and attorney's fees, asserted by any person, arising out of or relating to: (a) this Agreement, (b) any breach of the Program Materials by Reseller, (c) Reseller's resale of the Products, (d) any tortious act or failure to act on the part of Reseller, and (e) any breach of applicable law by Reseller.

5. Intellectual Property.

- 5.1. Generally. Each of Company and Reseller retains all of its intellectual property rights that it owns as of the Start Date or that it creates or acquires during the Term. Except for the express license rights granted in this Agreement, neither party is acquiring any right or license to the intellectual property rights of the other party.
- 5.2. Company Promotional Materials. To the extent that the Company Promotional Materials contain any copyrighted material or any trademarks or service marks of Company, Company grants to Reseller a limited right and license to use such Company Promotional Materials in

the manner provided in this Agreement and the Program Materials. During the Term Reseller may refer to itself as an "authorized reseller" or "authorized distributor" of the Products. Reseller agrees not to adopt or use any logo, trademark or service mark that is confusingly similar to any logo, trademark or service mark owned by Company.

- 5.3. Software. Reseller's limited license to use any software provided by Company is limited as provided in the Terms of Sale.

6. Confidentiality.

- 6.1. Confidential Information. Each party agrees to retain in secrecy all information and know-how transmitted to it that the disclosing party has identified as being proprietary and/or confidential ("Confidential Information"), and expressly undertakes to make no use of Confidential Information except as required to perform its obligations under this Agreement during its term. All Confidential Information shall be treated by the receiving party with the same degree of care as is used with respect to the receiving party's own information of like importance that is to be kept confidential to prevent disclosure to any third party (but in no event less than reasonable care). However, neither party shall have an obligation to maintain the confidentiality of information that: (i) is already in the public domain or subsequently becomes available to the public through no breach of this Agreement by the receiving party; (ii) was lawfully in the receiving party's possession prior to receipt from the disclosing party; (iii) is received independently from a third party free to lawfully disclose such information to the receiving party; (iv) is subsequently independently developed by the receiving party; or (v) is generally made available to third parties by the disclosing party without restrictions on disclosure.
- 6.2. Duration of Confidentiality. Unless otherwise agreed in writing, the receiving party's obligations hereunder with respect to each item of Confidential Information shall survive for three (3) years after the termination or expiration of this Agreement; provided, however, that the obligations hereunder with respect to each item of Confidential Information that is a trade secret under applicable law shall survive for the life of the trade secret if such status is more than three (3) years after termination or expiration of this Agreement.

7. Miscellaneous.

- 7.1. Compliance with Laws. Each party must comply with all applicable law in connection with this Agreement and the Program. Without limiting the generality of the foregoing sentence, Reseller will (a) resell the Products only in compliance with applicable law, (b) comply with all U.S. export laws, (c) not conduct business with any U.S. governmental entity unless expressly authorized in writing by Company, (d) not conduct business with any person subject to sanctions administered by the Office of Foreign Asset Control of the U.S. Department of the Treasury, and (e) comply in all respects with the U.S. Foreign Corrupt Practices Act (15 U.S.C. 78dd-1 et seq.) and at no time offer, pay, promise to pay, or authorize the payment of money or anything of value to any person, while knowing that all or a portion of such money or thing

of value will be offered, given or promised, directly or indirectly, to a non-U.S. official to influence the non-U.S. official in his or her official capacity, induce the non-U.S. official to do or omit to do an act in violation of his or her lawful duty, or to secure any improper advantage in order to assist in obtaining or retaining business for or with, or directing business to, any person.

- 7.2. Notices. Any notice required or permitted under this Agreement must be made in writing. Notices may be delivered in any manner required or permitted in the Program Materials.
- 7.3. Other Terms. This Agreement and the Program Materials comprise the entire agreement between the parties regarding this subject. This Agreement supersedes all previous oral or written communications between the parties regarding the subject, and may not be modified or waived except in writing and as provided herein. If any provision of this Agreement is held by a court of proper jurisdiction to be invalid, all other provisions shall remain valid, and the invalid provisions shall be deemed automatically replaced with a provision that accomplishes, as nearly as possible, the ends required by the invalid provision. This Agreement will be governed by and construed in accordance with the laws of the State of Georgia, excluding its principles of conflicts of law and provided that the United Nations 1980 Convention on Contracts for the International Sale of Goods and any amendments thereto will not apply.

Reseller

OnCue Technologies, LLC

Signature

Signature

Name

Name

Title

Title

Date

Date