Schneider Electric USA, Inc.
Reseller Agreement For Software Licenses
(Data Center Expert, EcoStruxure IT Advisor On-Premise and NetBotz Software)
(the "Agreement")

Version – August 22, 2022 (SZ)

IMPORTANT—READ CAREFULLY:

PLEASE CAREFULLY READ THIS AGREEMENT AS IT GOVERNS YOUR APPOINTMENT AS A NON-EXCLUSIVE RESELLER OF SE'S DATA CENTER EXPERT, ECOSTRUXURE IT ADVISOR ON-PREMISE AND NETBOTZ SOFTWARE LICENSES AND IS A BINDING CONTRACT BETWEEN YOU AND SE.

TO CONFIRM YOUR ACCEPTANCE OF THE TERMS AND CONDITIONS CONTAINED IN THIS AGREEMENT, CLICK THE "I AGREE" OR OTHER APPROPRIATE BUTTON CONFIRMING THAT YOU ACCEPT AND AGREE TO BE BOUND BY ALL OF THE TERMS AND CONDITIONS CONTAINED IN THIS AGREEMENT. IF YOU DO NOT WISH TO ENTER INTO THIS AGREEMENT AND DO NOT AGREE TO BE BOUND BY ITS TERMS AND CONDITIONS, CLICK THE CONVERSE APPROPRIATE BUTTON OR THE CANCEL BUTTON.

In this Agreement "you", "your" or "Reseller" means the company which has entered into this Agreement with us and its Affiliates, and "we", "us", "our" or "SE" means Schneider Electric USA, Inc. and its regional sales and service Affiliates.

This Agreement shall apply to any purchase or procurement of Software licenses by you under this Agreement from SE. To the extent that there is a conflict between this Agreement and a valid signed master agreement between you and SE which includes in its scope of supply the Software licenses sold under this Agreement, the specific conflicting terms of the master agreement shall prevail. Any other variation from this Agreement shall require the signed consent of an authorized SE representative.

ARTICLE I -- DEFINITIONS AND SCOPE

1.1   *Definitions.* In addition to terms defined elsewhere in this Agreement, the following terms shall have the meanings as set forth below:

A.   "Affiliate" means any entity controlling, controlled by or under common control with either party. For purposes of this Agreement, control means operational control in which the controlling entity has either (i) fifty one percent (51%) or more of the equity interest, or (ii) the maximum percentage of the equity interest allowed by local law, based on the entity's location or state of incorporation, as applicable, whichever is less. Notwithstanding the aforesaid definition of Affiliates, AVEVA Group PLC and all its subsidiaries shall not be deemed Affiliates of SE.

B.   "SE-Reseller Price List" means SE-Reseller Price List, which may be amended from time to time in SE's sole discretion.

C.   "Cost" means the charges, prices, and license fees for the Software.

D.   "Documentation" means our user guides, operating manuals, education materials, reports generated by SE, descriptions and specifications, technical manuals, supporting materials, and other information relating to the Software or used in conjunction with the Software, whether distributed in print, magnetic, electronic, or video format, in effect as of the date the Software is provided to an End-User.

E.   "End-User" means the third party, final user of the Software.

F.   "Laws" mean applicable federal, state and local statutes, regulations, codes and ordinances that are in effect as of the effective date of this Agreement.

G.   "Purchase Order" means a written or electronic order from you and accepted by us for the purchase of the Software licenses. The Purchase Order must specify this Agreement and otherwise comply with Article II.

H.   "Software" means those SE computer software products in object code form provided by SE under this Agreement and further described in the applicable sections of the SE Reseller Price List.

I.   "Territory" means worldwide.

J.   "Trademarks" means all applicable trademarks and service marks legally registered to and by SE, and, as applicable, its Affiliates.

1.2   *Scope.* Pursuant to this Agreement, you agree with us on a contractual relationship under which you will be an authorized non-exclusive reseller of the Software licenses. You must purchase the Software licenses only for distribution to End Users subject to the terms and

conditions of this Agreement. You represent that you are an independent contracting party and not SE's representative or agent. You are not entitled to undertake any obligation on behalf of SE. You further represent and warrant that no agreement with any other company or any third party will prevent you from distributing any of the Software licenses.

ARTICLE II –– ELECTRONIC BUSINESS; ORDERING PROCESS

2.1.   *Electronic Business.*   SE and Reseller may transact business electronically via EDI for ordering, invoicing, and sales reporting. Unless otherwise agreed by the parties in writing, these transaction sets will be implemented using the 4010 version of the ANSI x12 standard. Specific data requirements shall be outlined in the SE EDI Guidelines, and will be furnished upon request. Electronic business transactions that occur utilizing the World Wide Web are subject to this Agreement.

2.2.   *Reseller Orders.*

A.   <u>Reseller Orders.</u>   The terms and conditions of this Agreement shall supersede any different or additional terms on Reseller's purchase orders. Reseller shall incorporate this Agreement by reference on all purchase orders. Software licenses shall be ordered by Reseller by written (paper-based or electronically transmitted) purchase orders referencing this Agreement and must state the quantity, price, and requested delivery dates. All orders placed with SE for the Software licenses shall be subject to Software license availability and Reseller's favorable credit status with SE.

B.   <u>Order Requirements.</u> In order for Reseller to purchase SE Software licenses, SE must have on file a signed Agreement, an approved credit application and all certificates of resale for taxation (for state by state auditing purposes). All orders from Reseller without valid resale certificates on file with SE are subject to taxation based on state requirements. All orders for the Software licenses are not cancelable and SE has no obligation to refund any fees paid for the Software licenses (including but not limited to fees paid to Reseller by an End-User). All fees paid to SE for the Software licenses are non-refundable.

ARTICLE III –– PRICE AND OTHER PAYMENTS; COOPERATIVE MARKETING FUNDS

3.1.   *Price.* The price of the Software licenses available for order by Reseller is set forth in the published SE Reseller Price List, which prices are subject to change as provided in this Article III. The Cost for the Software licenses shall be agreed upon by the parties and based upon the quote given by SE and are valid for the time period specified by SE. Any quotes, including but not limited

to any quote for price, availability, are estimates only, based on the information supplied by Reseller, and do not include any applicable taxes, duties or other similar fees. Upon Reseller's request, SE shall provide to Reseller current copies of SE's standard published prices. Method of payment for the Software licenses (including taxes) is by a wire transfer, money order or check net thirty (30) days from SE's invoice date. If SE places Reseller's account in the hands of an agency or attorney for collection by legal action, Reseller will pay an additional charge equal to the cost of collection including agency and attorney fees and court costs incurred to the extent permitted by laws governing these transactions.

3.2.   *Price Changes.*

A.   <u>In General</u>.   SE reserves the right to change the prices of its Software licenses or change prices in the SE–Reseller Price List in its sole discretion at any time. Changes will become effective as to Reseller as provided in clauses (b) and (c) of this Section 3.2.

B.   <u>Price Increases</u>. SE will give Reseller written notice not less than fifteen (15) days ("notification date") prior to the "effective date of such change." The "effective date of such change" is the date of SE's announcement of the new price to the general public by whatever means including the publishing of a revised SE Reseller Price List. The increased price will apply to all orders received after the effective date of such change. Orders received from the Reseller after the notification date and prior to the effective date of such change will be invoiced at the prior lower price.

C.   <u>Price Decreases</u>.   SE may decrease the prices of Software licenses set forth in its published SE Reseller Price List by giving Reseller written notice not less than fifteen (15) days prior to the effective date of such decrease, but SE may give less than fifteen (15) days' notice if it believes a shorter time period is necessitated by market conditions. A price decrease will apply to all Reseller orders in the SE order fulfillment system on the effective date of such change and to all orders placed by Reseller after the effective date of such change.

3.3.   *Taxes and Duties.* All taxes (except taxes based on the net income of SE), duties and similar amounts on the use, license, transfer, sublicense or possession of the Software by Reseller shall be borne and paid by Reseller. Reseller shall reimburse SE for any fines, penalties, taxes and other charges assessed by any taxing authorities (including reasonable attorneys fees and expenses) with respect to any such taxes, duties and similar amounts or any invalid or incorrect sales tax exemption claim made by Reseller.

ARTICLE IV -- LICENSES; RESTRICTIONS

4.1.   *License Grant.*   SE hereby grants Reseller a non-exclusive and non-transferable (except as provided herein) license, during the term of this Agreement, in the Territory to market, promote, demonstrate and distribute the Software as a bundled, combined or included component with Reseller's products to End Users. Reseller shall not and has no right to distribute the Software on a stand-alone basis under this Agreement. Reseller shall not engage in any timesharing, internet or service bureau-type distribution of the Software. Reseller shall pay SE for the Software licenses as set forth in Section 3.1 of this Agreement. Unless otherwise agreed in writing by SE, Software support and maintenance services are not included and SE has no obligation to provide such services. End-User access to and use of the Software is governed by the terms and conditions set forth in SE's then-current end user license agreement ("EULA"). Reseller will ensure that each End-User understands and agrees, in writing, that the End-User's access to and use of the Software is governed by the EULA. If any third-party software is provided by SE under this Agreement for distribution to End-Users such third party software is licensed in accordance with such third party's then-current end user license agreement (the "Third Party EULA"). Reseller will ensure that each End-User understands and agrees that such third party software is licensed in accordance with such Third Party EULA.

4.2.   The right to sell the Software licenses shall not include the transfer of any technology or know-how from us to you or any End-User. Hence you shall not as basis for development, manufacture or sale of other products be entitled to use our designs and/or technical data of any kind whatsoever, including those characterising the Software covered by this Agreement. We hereby grant to you a non-exclusive, non-transferable right, during the term of this Agreement, to utilize the SE name or logo solely in connection with advertising, promotion and sale of the Software licenses. When using SE's Trademarks, you must adhere to SE's Trademark policies and indicate that SE is the owner of the Trademarks and that you are using the Trademarks with permission from and on behalf of SE. You do not acquire any right, ownership or other interest in or to the Trademarks. All goodwill, ownership and intellectual property rights in the Trademarks are solely owned by SE and, as applicable, its Affiliates. You shall only use such Trademarks for the duration of this Agreement and to the extent specified herein. Trademark and logo usage must comply with this Section:

Trademarks: For the purposes of this Agreement "Trademarks" means all applicable trademarks and service marks legally registered to, claimed or used by SE, and, as applicable, its Affiliates.

Guidelines: The SE logo and SE Trademarks ("L&T") shall not be displayed in a manner:

A.   Inconsistent with the image of SE's Software and products as being of the highest quality and reliability, and that SE is a technological and software development leader in the power, buildings and process automation industries, or;

B.   Which would mislead or confuse the viewer into thinking SE is endorsing or promoting a non-SE product, or;

C.   Which would lead the viewer to believe that the relationship between SE and the displaying company is anything other than that of an independent Reseller, which parties may or may not have products that are compatible with each other, or;

D.   Which would imply that the L&T are owned by any party other than SE or, as applicable, its Affiliates.

Where any other company's logos and trademarks are displayed, the L&T will be displayed with the same prominence and size as all others; furthermore, all logos must either be in full color, or all must be in black and white.

Reseller shall have no right to incorporate any L&T into Reseller's company name or tradename. Reseller shall not alter, cover, obfuscate or remove any L&T placed by SE on the Software, user-interface screens, packaging or other materials contained therein. Reseller shall not affix any Trademark or other SE designation to any product or service other than the applicable Software.

4.3.   *No Registration.* The Trademarks, whether registered or not registered, are owned exclusively by SE; and nothing herein shall grant to Reseller any right, title or interest in the Trademarks. Reseller shall not, during the term of this Agreement or thereafter, use, adopt, or seek to register the Trademarks or any trademark or trade name similar to or confusing with the Trademarks, or any translation thereof, in any jurisdiction. Reseller shall not challenge, or assist others in challenging, the validity or ownership of any Trademarks.

4.4.   *Restrictions on Copying and Decompiling.*   **RESELLER AGREES NOT TO, AND SHALL NOT PERMIT END USERS TO, MODIFY, CREATE DERIVATIVES WORKS OF, TRANSLATE, COPY, DISASSEMBLE, REVERSE ENGINEER OR DECOMPILE THE SOFTWARE IN WHOLE OR IN PART. RESELLER SHALL NOT MAKE COPIES OR MAKE MEDIA TRANSLATIONS OF THE DOCUMENTATION UNLESS RESELLER OBTAINS THE PRIOR WRITTEN CONSENT OF SE.**

ARTICLE V -- WARRANTIES

EXCEPT FOR THE LIMITED WARRANTIES EXPRESSLY SET FORTH IN THE EULA THAT ARE APPLICABLE TO END USERS, THE SOFTWARE IS PROVIDED ON AN AS-IS BASIS AND WITHOUT WARRANTY OF ANY KIND. WITHOUT PREJUDICE TO ANY STATUTORY WARRANTIES THAT CANNOT BE EXCLUDED AND TO THE FULLEST EXTENT PERMITTED

BY LAW, ALL OTHER WARRANTIES, REPRESENTATIONS OR CONDITIONS, EXPRESS OR IMPLIED, EITHER IN FACT OR BY OPERATION OF LAW OR OTHERWISE, INCLUDING WARRANTIES OR CONDITIONS OF MERCHANTABILITY, SATISFACTORY QUALITY, NON-INFRINGEMENT OF THIRD-PARTY RIGHTS AND FITNESS OR ACCURACY FOR A PARTICULAR PURPOSE, ARE EXCLUDED REGARDING THE SOFTWARE.

RESELLER HAS NO AUTHORITY OR RIGHT TO PROVIDE ANY ADDITIONAL OR OTHER WARRANTIES RELATED TO THE SOFTWARE TO END-USERS ON BEHALF OF SE.

ARTICLES VI AND VII – INTENTIONALLY OMITTED.

ARTICLE VIII – INDEMNIFICATION

8.1 *Indemnity by Authorized Reseller.* Reseller shall indemnify, defend and hold harmless SE against all claims, suits, losses, expenses, and liabilities (including SE's reasonable attorneys' fees) for personal injury, death, and tangible property damage made against SE as a result of the negligence, intentional wrongful acts or omissions, or misrepresentations of Reseller, and any person for whose actions Reseller is legally liable. Reseller shall be solely responsible for any claims, warranties or representations made by its employees or agents which differ from the limited warranties provided by SE in the EULA.

ARTICLE IX –– LIMITATION OF LIABILITY

9.1 *Limitation of Liability.* IN NO EVENT, WHETHER BASED IN CONTRACT OR TORT (INCLUDING NEGLIGENCE) OR OTHER LEGAL THEORY SHALL SE BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL, INDIRECT, SPECIAL OR PUNITIVE DAMAGES OF ANY KIND, OR FOR LOSS OF REVENUE OR PROFITS, LOSS OF BUSINESS, LOSS OF INFORMATION OR DATA, OR OTHER FINANCIAL LOSS ARISING OUT OF OR IN CONNECTION WITH THE DISTRIBUTION, INSTALLATION, USE, PERFORMANCE, FAILURE OR INTERRUPTION OF THE SOFTWARE. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT AND TO THE FULLEST EXTENT PERMITTED UNDER APPLICABLE LAW, THE MAXIMUM LIABILITY OF SE FOR DAMAGES HEREUNDER SHALL NOT EXCEED THE SUM OF TWENTY FIVE THOUSAND DOLLARS ($25,000 USD). THE DISCLAIMER OF LIABILITY FOR DAMAGES WILL NOT BE AFFECTED IF ANY REMEDY PROVIDED HEREIN SHALL FAIL OF ITS ESSENTIAL PURPOSE. RESELLER HAS ACCEPTED THE DISCLAIMER OF LIABILITY FOR DAMAGES AS PART OF A BARGAIN TO LOWER THE PRICE OF THE SOFTWARE LICENSES AND UNDERSTANDS THAT THE PRICE OF THE SOFTWARE LICENSES WOULD BE HIGHER IF SE WERE REQUIRED TO BEAR ADDITIONAL LIABILITY FOR DAMAGES.

ARTICLE X – SOFTWARE CHANGES

10.1. *Software.* SE reserves the right to change, improve or discontinue the Software at any time.

ARTICLE XI –– TERM AND TERMINATION

11.1. *Term.* Subject to Section 11.2, this Agreement shall commence on the Effective Date and shall continue for a period of three (3) years and thereafter the Agreement shall automatically renew for successive one-year terms with no further action required by either party.

11.2 *Termination.*

A. <u>Termination for Convenience</u>. Either party may terminate this Agreement, at will, at any time, with or without cause, by written notice to the other given not less than sixty (60) days prior to the effective date of such notice.

B. <u>Termination for Cause</u>. Either party shall have the right to terminate this Agreement for cause if the other party: (i) fails to perform any material term or condition of this Agreement and does not remedy the failure within thirty (30) days after receipt of written notice of such default given by the non-defaulting party; or (ii) becomes insolvent, files or has filed against it a petition under applicable bankruptcy or insolvency laws which is not dismissed within ninety (90) days, proposes any dissolution, composition or financial reorganization with creditors, makes an assignment for the benefit of creditors, or if a receiver, trustee, custodian or similar agent is appointed or takes possession with respect to any property or business of the defaulting party.

11.3. *Obligations Upon Termination or Expiration.*

A. <u>Obligations Upon Termination or Expiration</u>. On the effective date of expiration or termination of this Agreement, Reseller's status as an authorized SE Reseller will be terminated. In the event of expiration or termination by either party in accordance with any of the provisions of this Agreement, neither party shall be liable to the other because of such termination, for compensation, reimbursement or damages on account of the loss of prospective profits or anticipated sales or on account of expenditures, investments, leases or commitments in connection with the business or goodwill of SE or Reseller. The expiration or termination of this Agreement, however, shall in no way relieve either party from its obligations to pay the other party any sums accrued hereunder prior to such expiration or termination or relieve either party of obligations incurred prior to such expiration or termination. In addition to any other provisions of this Agreement that survive by their nature, Articles VIII, IX, XI, XII, and XIII of this Agreement shall survive.

B. <u>No Rights Upon Termination; Return of Materials</u>. Upon the expiration or termination of this Agreement, Reseller

shall cease all display, advertising and use of the Trademarks and shall not thereafter display, advertise or use any name, mark or logo that shall be in whole or in part similar to or confusing with the Trademarks or any translation thereto. Within thirty (30) days of the effective date of any expiration or termination of this Agreement, Reseller shall return all embodiments of Trademarks, patents, copyrights, samples, literature and sales aids of every kind relating to the Software (including the Software itself) in its possession to SE, as SE may direct and at SE's expense. Reseller shall not make or retain any copies of any confidential items or information or Software that may have been entrusted to it by SE.

ARTICLE XII -- PROPRIETARY RIGHTS AND CONFIDENTIALITY

12.1. *Protection and Notice of Unauthorized Use.* Reseller agrees to take all reasonable measures to protect SE and its licensor's ownership rights, title and interest in all patents, inventions, copyrights, know-how, trade secrets, trademarks, trade names and other intellectual property. Reseller shall promptly notify SE in writing upon its discovery of any unauthorized use of the Software or intellectual property infringement thereof.

12.2. *Property Rights.* Reseller agrees that SE and its licensors own all right, title and interest in the Software and in all patents, inventions, copyrights, know-how, trade secrets, trademarks, trade names and other intellectual property rights relating to the Software. The use by Reseller of any of these rights shall be authorized only for the purposes set forth herein, and upon the effective date of the expiration or termination of this Agreement for any reason such authorization shall cease.

12.3. *Confidentiality.* Reseller acknowledges that by reason of its relationship to SE hereunder Reseller shall have access to certain information and materials concerning SE's business, plans, customers, technology, and the Software that are confidential and of substantial value to SE, which value would be impaired if such information were disclosed to third parties. Reseller shall not use in any way for its own account or the account of any third party, nor disclose to any third party, any such confidential information revealed to Reseller by SE. Reseller shall take all reasonable measures to protect the confidentiality of such information, including, but not limited to, restricting access to its employees and agents having a need to know the information in order to fulfill the purposes of this Agreement. Upon request by Reseller, SE shall advise whether or not it shall consider any particular information or materials to be confidential. Reseller shall not publish any technical description of the Software beyond the description published by SE. In the event of expiration or termination of this Agreement, there shall be no use or disclosure by Reseller of any confidential information of SE, and Reseller shall not manufacture or have manufactured any products or services utilizing any of SE's confidential information. The provisions of this Section shall not apply to information that is, or shall become, available to the public

other than by breach of this Agreement or of any other duty by Reseller or that shall already be rightfully in Reseller's possession without obligation of confidentiality prior to disclosure by SE.

ARTICLE XIII -- GENERAL PROVISIONS

13.1. *Government Contracts/Sales.* If the Software licenses to be furnished pursuant to Reseller's purchase order are to be used in the performance of a United States Government, State, Local or Educational contract or subcontract, then Reseller shall place the appropriate contract number on the purchase order. SE reserves the right to reject any such purchase order incorporating additional Government procurement regulations which would preclude SE from protecting its proprietary rights in the Software and technical data or which would materially alter the terms of this Agreement to SE's disadvantage. Reseller agrees to defend, indemnify and hold SE harmless from all losses, claims and expenses (including attorneys' fees and expenses and court costs) in connection with any actual or asserted violation of such procurement regulations where Reseller has failed to notify SE of their applicability in the manner provided in this Section. Upon SE's request, Reseller agrees to submit a monthly Point of Sale Report (POS Report) which includes a listing of all Federal, State, Local and Educational Government sales to include the following information: Date sold, invoice number, customer purchase order number, SE part number (if applicable), Reseller part number, quantity, price, End User name and End User address (street, city, state, zip). This file shall be in Excel format and received no later than the 20th day of the following month.

13.2. *Restricted Rights Legend.* SE expressly states its intention to reserve its rights in technical data and computer Software either under DFARS 252.227-7013 (or successor statute) and related sections, if supplied to DOD Government agencies, or under FARS 52.227-19 software (or successor statute) (a) through (d) for computer software and under FARS 52.227-14 (or successor statute) for technical data, if supplied to civilian Government agencies. Reseller agrees to take such steps as shall be set forth herein to protect SE's rights in such technical data and computer Software. Such claim of rights in such technical data and computer Software is based upon the provisions in the above-referenced regulations which allow SE to negotiate the licensing of privately developed commercially available "off-the-shelf" Software and technical data for distribution to a U.S. Government entity on a restricted rights basis for Software and on a limited rights basis for technical data. Reseller agrees not to remove or deface any portion of the Restricted Rights Legend provided on any licensed Software program and accompanying documentation delivered to it under this Agreement. The Restricted Rights Legend shall be substantially as follows: **United States Government Legend:** The Software is commercial in nature and developed solely at private expense. The Software is delivered as Commercial Computer Software as defined in DFARS 252.227-7014 (June 1995) or as a commercial item as defined in FAR 2.101(a) and as such is provided with only such rights as are provided in this Agreement and SE's EULA. Technical

data is provided with limited rights only as provided in DFAR 252.227–7015 (November 1995 or FAR 52.227–14 (June 1987), whichever is applicable.

13.3.   *Export Compliance.* The Software provided by SE under this Agreement contain or may contain components and/or technologies from the United States of America ("US"), the European Union ("EU") and/or other nations. Reseller acknowledges and agrees that the supply, assignment and/or usage of the Software, Documentation, information, other deliverables and/or the embedded technologies (hereinafter referred to as "Deliverables") under this Agreement shall fully comply with related applicable US, EU and other national and international export control laws and/or regulations.

Unless applicable export license/s have been obtained from the relevant authority and SE has approved, the Deliverables shall not (i) be exported and/or re-exported to any destination and party (may include but not limited to an individual, group and/or legal entity) restricted by the applicable export control laws and/or regulations; or (ii) be used for those purposes and fields restricted by the applicable export control laws and/or regulations. Reseller also agrees that the Deliverables will not be used either directly or indirectly in any rocket systems or unmanned air vehicles; nor be used in any nuclear weapons delivery systems; and will not be used in any design, development, production or use for any weapons which may include but not limited to chemical, biological or nuclear weapons.

 If any necessary or advisable licenses, authorizations or approvals are not obtained, whether arising from inaction by any relevant government authority or otherwise, or if any such licenses, authorizations or approvals are denied or revoked, or if the applicable export control laws and/or regulations would prohibit SE from fulfilling any order, or would in SE's judgment otherwise expose SE to a risk of liability under the applicable export control laws and/or regulations if it fulfilled the order, SE shall be excused from all obligations under such order and/or this Agreement.

13.4.   *Relationship of the Parties.* Nothing in this Agreement or in the course of business between the parties shall make either party a representative or agent of the other party. Neither party shall have any authority to legally bind the other in any way whatsoever including, without limitation, the acceptance of any order or the making of any agreement, representation or warranty. In all of the respective performance hereunder, the parties are acting solely as independent contractors.

13.5.   *Entire Agreement.* This Agreement constitutes the entire agreement between the parties and supersedes any and all prior agreements between the parties, with respect to the subject matter hereof. Any and all prior agreements pertaining to the subject matter hereof are canceled. This Agreement may not be amended or modified except in a writing executed by both parties.

13.6.   *Force Majeure.* Neither party shall be liable to the other party for any alleged loss or damages resulting from delays in performance (other than the payment of money) caused by acts of the other party, acts of civil or military authority, governmental priorities, earthquake, fire, flood, pandemic, epidemic, quarantine, energy crisis, strike, labor trouble, war, riot, accident, shortage, delay in transportation, or any other causes beyond the reasonable control of the party whose performance is so delayed.

13.7.   *Notices.* Any notice regarding non-performance, breach, termination, or renewal required or permitted to be given under this Agreement shall be given in writing and shall be delivered by personal delivery, by commercial overnight courier with written verification of delivery or by certified mail, postage prepaid, return receipt requested, addressed to Reseller or SE, as the case may be, at the address first stated in this Agreement or at such other address as shall be given by either one to the other in writing. All other notices may be sent by regular mail. All notices shall be deemed to have been given and received on the earlier of actual delivery or two (2) days after dispatch or in the case of certified mail, the earlier of receipt or five (5) days after deposit in the mail.

13.8.   *Waiver.* The waiver by either party of a breach of any of the terms and conditions of this Agreement must be in writing and will not be construed as a waiver of any succeeding breach of such term or condition or the waiver of the provision itself. The exercise of any right or remedy provided in this Agreement shall be without prejudice to the right to exercise any other right or remedy provided by law or equity.

13.9.   *Severability.* In the event any provision of this Agreement is found to be invalid, illegal or unenforceable, the validity, legality and enforceability of any of the remaining provisions shall not in any way be affected or impaired thereby, and that provision shall be reformed, construed and enforced to the maximum extent permissible, provided that this Agreement shall not then substantially deprive either party of the bargained-for performance of the other party. Any such invalidity, illegality or unenforceability in any jurisdiction shall not invalidate or render illegal or unenforceable such provision in any other jurisdiction.

13.10.   *Assignment.* This Agreement may not be assigned by Reseller without the prior written consent of SE. SE may assign this Agreement and in the event of such assignment, SE agrees to give Reseller written notice of such assignment. Any attempted assignment in violation of this provision shall be null and void.

13.11.   *Governing Law and Dispute Resolution*. The validity, construction, and enforcement of, and the remedies under, this Agreement shall be governed by the laws of the state of Delaware in the USA; provided, any choice of law provision of the state of Delaware shall not apply if the choice of law provision would require the laws of another state or jurisdiction to govern this Agreement. The parties desire that this Agreement operate between them fairly and reasonably. If during the term of this Agreement a dispute

arises between the parties, or one party perceives the other as acting unfairly or unreasonably, or a question of interpretation arises hereunder, then the parties' respective representatives shall promptly confer in good faith and attempt to reach a reasonable and equitable resolution of the issue. If the representatives are unable to resolve the issue the parties hereby agree that any claim filed pursuant to this Agreement shall be heard in the state or federal courts having jurisdiction located in the state of Delaware.

13.12.   *Attorneys' Fees and Expenses.* In any action to enforce this Agreement, the prevailing party shall be awarded all court costs and reasonable attorneys' fees and expenses incurred. Additionally, attorneys' fees incurred in enforcing any judgment are recoverable as a separate item, and this paragraph regarding post-judgment attorneys' fees and expenses shall be severable from the

other provisions of this Agreement, shall survive any judgment, and shall not be deemed merged into any judgment.

13.13.   *Publicity.* Neither party shall disclose, advertise or publish the terms or conditions of this Agreement without the prior written consent of the other party.

13.14   *Principles of Responsibility / Trust Charter.* In the event Reseller has concerns related to ethics, compliance or SE's Principles of Responsibility / Trust Charter, and/or any potential violations of these policies, Reseller is welcome to make use of SE's GreenLine. The GreenLine is SE's global helpline for external stakeholders. It is a confidential channel through which Resellers can ask questions and raise concerns. Reports can be made using the link below:
https://secure.ethicspoint.eu/domain/media/en/gui/104677/index.html

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