

RESELLER GENERAL TERMS AND CONDITIONS

These Reseller General Terms and Conditions ("***Terms and Conditions***") shall apply to all transactions between Inveneo and Reseller. Unless otherwise noted, all capitalized terms shall have the same meanings as defined in the Authorized Reseller Program Agreement executed by Inveneo and the Reseller ("***Reseller Agreement***").

1. Software.

- (a) Open Applications. Certain software applications included in the Products are open source code applications ("***Open Applications***"). Open Applications are licensed to Reseller and Customers under the terms and conditions of the General Public License ("***GPL***") published at <http://www.opensource.org> or, in the case of documentation, the Creative Commons Attribution License ("***CC License***") available at <http://www.creativecommons.org>. Nothing in these Terms and Conditions or in the Reseller Agreement shall be deemed to contradict any of the provisions of the GPL or CC License.
- (b) Proprietary Applications. Inveneo Software applications included in the Products that are not identified as Open Applications are proprietary to Inveneo ("***Proprietary Applications***"). Proprietary Applications licensed to Reseller pursuant to the Reseller Agreement shall be made available in object code form, solely for use in conjunction with the Products and the related services provided by Inveneo or Reseller, and to reproduce, use and install the Proprietary Applications in connection with the provision of services to Customers.

All Proprietary Software shall be treated as Proprietary Information as defined in Section 9(a). Inveneo is the sole owner of all rights, title and interest, including all copyrights, patents, trademarks, industrial designs, trade names, trade secrets and other intellectual property rights in the Proprietary Software. Reseller shall not distribute or market the Proprietary Applications in any jurisdiction in the world to which export from the United States or from Reseller's jurisdiction is prohibited by applicable export or other laws. Reseller shall not copy, translate, modify or adapt the Proprietary Software or incorporate the Proprietary Software in whole or in part in any product or create any derivative work based on all or any part of the Proprietary Software. Reseller shall not decompile, disassemble or reverse engineer the Proprietary Software or any component thereof, or permit others to do so without Inveneo's prior written consent.

- (c) Third Party Software Applications. Any third party software applications included in the Products delivered hereunder are subject to the terms of their respective licenses as delivered with the Products to Reseller.

2. Products and Services.

- (a) Inveneo reserves the right, in its sole discretion, at any time, to expand or reduce in any manner the Products which are covered by the Reseller Agreement, by providing thirty (30) days' notice of such change on the Partners Website. Inveneo shall not be required to give any additional notification to Reseller of any such change.
- (b) Reseller shall not, without the prior written consent of Inveneo, sell, market or distribute any version of any Product other than the version Inveneo shall designate from time to time as its

most current version. Reseller shall use all reasonable efforts to distribute to its existing Customers all updates, corrections and revised versions of the Products that Inveneo requests to be distributed.

- (c) Certain Products may include services to be provided by Inveneo, and certain additional terms and conditions may apply to such services (“*Service Terms*”). The most recent version of the Service Terms is available on the Partner Website. To the extent that Reseller orders any such services from Inveneo, it shall be deemed to have agreed to all associated Service Terms applicable thereto.

3. Sales and Marketing.

Reseller shall provide to Inveneo copies of all advertising and marketing materials referencing the Products prepared by Reseller prior to the release or use of such materials, for Inveneo's prior review and approval. All such materials will be in compliance with Inveneo's then-current trademark and copyright notice requirements and Reseller shall make all reasonable modifications thereto as requested by Inveneo.

4. Prices and Payment.

- (a) Reseller shall order Products from Inveneo in the manner specified by Inveneo or directly from third party manufacturers or vendors. All orders for Products from Inveneo are to be prepaid pursuant to Section 4(c), below. For all orders from third parties, Reseller is responsible for making all order, payment and delivery arrangements directly with the third party.
- (b) The prices for Products ordered from Inveneo shall be Inveneo's net list prices on the date the order is received, less the discount set forth in Exhibit A of the Reseller Agreement, if any. Inveneo may from time to time change its list prices, such change being effective upon thirty (30) day's notice; provided, however, that no price change shall affect orders accepted by Inveneo prior to the date such change becomes effective. Unless expressly stated otherwise in Inveneo's price list, prices exclude all insurance, freight, federal, state and local taxes, fees, tariffs, customs, duties, levies and other governmental assessments, all of which shall be paid by the Reseller. No discounts shall apply with respect to shipping, handling and insurance charges.
- (c) All amounts due and payable with respect to Products delivered by Inveneo in accordance with these Terms and Conditions and the Reseller Agreement shall be paid in full prior to shipment. All such amounts shall be paid in United States Dollars by credit card or wire transfer to such bank or account as Inveneo may from time to time designate in writing.

5. Taxes.

All taxes, including but not limited to state and local taxes, fees, tariffs, customs, duties, levies and other governmental assessments, now or hereafter imposed with respect to the transactions contemplated hereunder (with the exception of income taxes or other taxes imposed upon Inveneo and measured by the gross or net income of Inveneo) shall be the responsibility of Reseller, and if paid or required to be paid by Inveneo, the amount thereof shall be added to and become a part of the amounts payable by Reseller hereunder. In the event Reseller fails to effect such payment as required by applicable law, then Reseller shall bear all such taxes, including any and all applicable penalties and interest thereon.

6. Limited Warranty.

- (a) Inveneo warrants to Reseller that, for a period of thirty (30) days following delivery, the Products, as delivered to Reseller by Inveneo, will be free from obvious factory defects in materials. Inveneo's sole and exclusive liability, and Reseller's sole and exclusive remedy, for any breach of the foregoing warranty shall be for Inveneo to replace the defective Product. Unless expressly stated in writing, all Inveneo software products delivered to Reseller are delivered "As Is" and no warranty is made with respect to the operation or functionality of the software.
- (b) THE FOREGOING WARRANTY IS IN LIEU OF ANY OTHER WARRANTY OR CONDITION, AND ALL OTHER WARRANTIES AND CONDITIONS IN RESPECT OF THE PRODUCTS OR SERVICES PROVIDED BY INVENEEO ARE HEREBY DISCLAIMED, WHETHER EXPRESS OR IMPLIED, WRITTEN OR ORAL (INCLUDING ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NONINFRINGEMENT). INVENEEO MAKES NO WARRANTY WHATSOEVER WITH RESPECT TO THE OPERATION OR FUNCTIONALITY OF THE PRODUCTS.
- (c) For Products sold, but not manufactured, by Inveneo, the applicable manufacturer's warranty shall apply. Any warranty claims for such Products must be made directly to the manufacturer, with the exception of Products manufactured by Wyse Technology, for which warranty claims must be made through Inveneo.
- (d) The warranties contained in this Section 6 are void and unenforceable if any warranty claim is the result of (i) modifications to the Products not made in accordance with Inveneo's specifications; or (ii) Reseller's or Customer's misuse of the Products, or use of the Products other than in accordance with these Terms and Conditions or the Reseller Agreement.

7. Trademarks, Service Marks and Trade Names.

Reseller shall have the limited right to display the Inveneo trademarks and designs on a non-exclusive basis only for the duration of the Reseller Agreement and solely for display or advertising purposes in connection with selling and distributing the Products in accordance with the Reseller Agreement. Reseller shall not at any time do or permit any act to be done which may in any way impair the rights of Inveneo in the trademarks. All proprietary markings shall be in the form, location, and quality specified by Inveneo. Reseller shall not register any trademark, trade name, corporate name, domain name, logo, copyright or design of Inveneo, or anything confusingly similar to any trademark, anywhere in the world. All uses of the trademarks shall benefit Inveneo, and nothing contained in these Terms and Conditions or the Reseller Agreement shall give Reseller any ownership interest in any of the Inveneo trademarks. Reseller agrees that all copyright, trademark and other proprietary notices of Inveneo or third parties affixed to or displayed on the Products will not be removed or modified.

8. Publicity.

Reseller agrees that any publicity or advertising which shall be released by it in which Inveneo is identified in connection with the Products shall be in accordance with the terms of these Terms and Conditions and the Reseller Agreement. Copies of all such publicity and advertising shall be forwarded to Inveneo for its prior consent.

9. Confidentiality.

- (a) Inveneo has a proprietary interest in any information provided to Reseller by Inveneo, whether in connection with these Terms and Conditions or the Reseller Agreement or otherwise, and whether in written, oral or visual form, which is (i) a trade secret, confidential or proprietary information, (ii) not publicly known, and (iii) annotated by a legend, stamp or other written identification as confidential or proprietary information, or (iv) would reasonably be considered to be confidential or proprietary information (“**Proprietary Information**”). Reseller shall disclose the Proprietary Information only to those of its agents and employees to whom it is necessary in order properly to carry out their duties as limited by the terms and conditions hereof. Both during and after the term of the Reseller Agreement, all disclosures by Reseller to its agents and employees shall be held in strict confidence by such agents and employees. During and after the term of the Reseller Agreement, Reseller, its agents and employees shall not use the Proprietary Information for any purpose other than in connection with Reseller's sale and distribution of the Products pursuant to these Terms and Conditions or the Reseller Agreement. Reseller shall, at its expense, return to Inveneo the Proprietary Information as soon as practicable after the termination of the Reseller Agreement. All such Proprietary Information shall remain the exclusive property of Inveneo during the term of the Reseller Agreement and thereafter.
- (b) Notwithstanding anything contained in these Terms and Conditions or the Reseller Agreement to the contrary, Reseller shall not be liable for a disclosure of the Proprietary Information of Inveneo, if the information so disclosed: (i) was in the public domain at the time of disclosure without breach of these Terms and Conditions; (ii) was known to or contained in the records of Reseller from a source other than Inveneo at the time of disclosure by Inveneo to Reseller and can be so demonstrated; (iii) becomes known to Reseller from a source other than Inveneo without breach of these Terms and Conditions by Reseller and can be so demonstrated; or (iv) was disclosed pursuant to court order or as otherwise compelled by law.

10. Restrictions.

- (a) The Products and all related information and materials (collectively, “**Technologies**”) provided under these Terms and Conditions and the Reseller Agreement are subject to: governmental restrictions on exports from the U.S.; restrictions on exports from other countries in which such Products or Technologies may be produced or located; disclosures of Technologies to foreign persons; exports from abroad of derivative products thereof; and the importation and/or use of such Products and Technologies outside of the United States (collectively, “**Export Laws**”), including without limitation the Export Administration Regulations of the U.S. Department of Commerce, the sanctions regulations of the U.S. Department of the Treasury, and the International Traffic in Arms Regulations of the U.S. Department of State, as applicable. Diversion contrary to U.S. law is expressly prohibited.
- (b) The Reseller shall comply, at its sole expense, with all applicable Export Laws, including without limitation all licensing, authorization, documentation and reporting requirements relating to the Reseller's import, use, or export of the Products or Technologies. The Reseller shall provide upon request reasonably available information concerning the U.S. export control status of Products or Technologies provided hereunder.
- (c) The Reseller shall not sell, resell, loan, disclose, or otherwise transfer any Product or Technologies to any Restricted Person without prior, express written authorization from Inveneo and the appropriate U.S. Government agency. If the Reseller becomes a Restricted

Person during the term of the Reseller Agreement, the Reseller shall notify Inveneo immediately and Inveneo shall have the right to terminate the Reseller Agreement without notice and without further recourse by Reseller.

- (d) The Reseller shall impose equivalent conditions to those set forth in this Section 10 on any Customers or other persons to whom Products and Technologies are provided or disclosed.

11. Resolution of Disputes.

- (a) Any dispute, controversy or claim arising out of or relating to any agreement between Inveneo and Reseller or to a breach thereof, including its interpretation, performance or termination, shall be finally resolved by arbitration. The arbitration shall be conducted by three (3) arbitrators, one to be appointed by Inveneo, one to be appointed by Reseller and a third being nominated by the two arbitrators so selected or, if they cannot agree on a third arbitrator, by the President of the American Arbitration Association.
- (b) The arbitration shall be conducted in English and in accordance with the rules of the American Arbitration Association, which shall administer the arbitration and act as appointing authority. The arbitration, including the rendering of the award, shall take place in San Francisco, California, U.S.A., and shall be the exclusive forum for resolving such dispute, controversy or claim. The decision of the arbitrators shall be binding upon the parties hereto, and the expense of the arbitration (including without limitation the award of attorneys' fees to the prevailing party) shall be paid as the arbitrators determine. The decision of the arbitrators shall be executory, and judgment thereon may be entered by any court of competent jurisdiction.
- (c) Notwithstanding anything contained in Section 11(a) to the contrary, each party shall have the right to institute judicial proceedings against the other party or anyone acting by, through or under such other party, in order to enforce the instituting party's rights hereunder through reformation of contract, specific performance, injunction or similar equitable relief.
- (d) In the event of any discrepancy between the terms of any purchase order, the Reseller Agreement and these Terms and Conditions, the documents shall govern in the following order: Reseller Agreement; these Terms and Conditions; purchase orders.