

INTRAGEN LIMITED RESELLER AGREEMENT

THIS AGREEMENT is made this [date] ("Commencement Date") by and between Intragen Limited, a UK company with registration number 05817522, having its principal place of business at Salisbury House, 29 Finsbury Circus, Unit 870-871 6th Floor, London EC2M 5SQ("Intragen") and [reseller], a company registered in [jurisdiction] with registration number [number] having its principal place of business at [address] ("Company").

WHEREAS, Intragen has the right to market, distribute and license the Products (as defined below) and wishes to appoint one or more resellers for the Products in the Territory (as defined below); and

WHEREAS, Company has the capacity to market, distribute and promote the Products in the Territory, and wishes to act as a reseller of the Products for Intragen either by way of combining with the Reseller Products, where the same is referenced in Annex A and/or by direct re-sale.

WHEREAS, Company and the Company's customers have the capacity to initiate Product related support requests, and the Company and Company's customers will be responsible for all Product escalation requests which will be directly to Intragen for support.

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, Intragen and Company agree as follows:

1. Definitions. For purposes of this Agreement, the following terms shall have the meanings set forth below:
 - 1.1 "Order" means order as defined under Section 6.2 of this Agreement
 - 1.2 "Products" shall mean: (a) the Support Services; (b) any installation and configuration provided by Intragen under Exhibit B; and (c) the "Software", being the executable version of the computer software products described in Exhibit A to this Agreement, together with all packaging, documentation contained therein and any New Versions (as defined herein below at Section 6.3) of the Software that Intragen releases to customers who subscribe for Support Services. Intragen reserves the right to add or delete Software from Exhibit A, as it deems appropriate and as further described in Exhibit A.
 - 1.3 "Licence Agreement" Intragen's standard End-User Licence Agreement for the Software or such other terms and conditions as Intragen may specify.
 - 1.4 "Reseller Pack" means the Reseller Pack for the Products (as amended from time to time) provided by Intragen to Company and forming a part of this Agreement.
 - 1.5 "Reseller Products" means the Company's products and/or services as described in Exhibit A, in respect of which the Company shall be permitted to combine with the Products.
 - 1.6 "Reserved Customers" means customer groups in respect of which Intragen has appointed an exclusive distributor or reserved to itself, as notified by Intragen to the Company from time to time.

- 1.7 "Reserved Territories" means any territory in respect of which Intragen has appointed an exclusive distributor or reserved to itself, as notified by Intragen to the Company from time to time.
- 1.8 "Support Services" means the provision by Intragen of: (a) New Versions (as defined herein below at Section 5.3) of the Software (released in Intragen's sole discretion); (b) bug-fixes for bugs reported by customers; (c) patches; and (d) support, to customers who have in place a valid Licence Agreement for the Software.
- 1.9 "Territory" shall mean the geographic area as set forth in Exhibit A to this Agreement.
- 1.10 "Trademark" shall mean the Intragen mark(s) and any other names, designations, trademarks, service marks and other marks or similar description, whether registered or not and used from time to time by Intragen in connection with the Products, and "One Identity™ Trade Marks" means any marks and any other names, designations, trademarks or service marks of OneIdentity™, .
- 1.11 The term "this Agreement" includes this agreement and all Exhibits to it, as well as any other documents or agreements referred to in it.

2. Appointment

- 2.1 Subject to the terms and conditions of this Agreement, Intragen hereby appoints Company, and Company hereby accepts such appointment and agrees to act, as a non-exclusive reseller of the Products in the Territory during the term of this Agreement. Intragen reserves the right to market, distribute and license Products directly or indirectly to customers within and outside the Territory, and Company recognises that Intragen has appointed or may appoint other resellers for the Products or other Intragen products or services inside or outside the Territory.
- 2.2 Company shall be entitled to describe itself as an "Authorised Reseller" of Intragen, but shall not represent itself as an agent of Intragen or an exclusive reseller of the Products, nor pledge Intragen's credit or give any condition or warranty or make any representation on Intragen's behalf or commit Intragen to any contracts. Further, the Company shall not without the Intragen's prior written consent make any representations, warranties, guarantees or other commitments with respect to the specifications, features or capabilities of the Products which are inconsistent with those contained in the promotional material supplied by Intragen (including, without limitation, the EULA) or otherwise incur any liability on behalf of the Intragen howsoever arising.

3. Licenses

- 3.1 Grant of Licences. Subject to the terms and conditions of (and for the term of) this Agreement, Intragen hereby grants to Company, and Company hereby accepts, the following non-exclusive, non-transferable, non-sub-licensable, personal, revocable licenses (subject, in relation to the Software, to the Licence Agreement):
- 3.1.1 to market and distribute the Products only to customers in the Territory;

- 3.1.2 to operate the Products for the purposes of demonstrating the operation and capabilities of the Products to prospective customers, training Company's marketing and support personnel and supporting and training customers as set forth in Section 4.2 below; and
- 3.1.3 to use the Trademarks solely in connection with the marketing, sale, service, and support of the Products in the Territory and solely in compliance with the conditions on use mentioned in Section 3.3 below and as prescribed in writing by Intragen from time to time, and not to use any One Identity™ Trade Marks without the express written permission of Intragen.

3.2 Limitation and Restrictions.

- 3.2.1 Company shall not exercise any rights and licenses in respect of the Products or Trademarks or any other property or interest of Intragen except those specifically granted to Company under this Agreement.
- 3.2.2 In no event shall Company make "active sales" to Reserved Customers or Reserved Territories ("active sales" has the meaning given in Article 8(5)(a) of the Vertical Agreements Block Exemption Order) for the Products outside of the Territory by any means, including, without limitation, by means of mail order catalogs or similar means. Notwithstanding the preceding sentence, Company may, with the prior written approval of Intragen in each instance, with such approval not to be unreasonably withheld, conditioned, or delayed, place an Order (as defined below) based on an order from a customer with its principal place of business within the Territory for distribution to sites of that customer located outside the Territory.
- 3.2.3 In no event shall Company have the right to appoint a sub-reseller, a sales agent or sub-distributor.
- 3.2.4 Company shall not disassemble, decompile, adapt, create any derivative work from, or in any way attempt to reverse engineer any of the Software or to modify or make works derived from the Software or carry out any act otherwise restricted by copyright or other intellectual property rights in the Software.
- 3.2.5 Company shall not use any other marks other than the Trademarks in connection with the marketing and distribution of the Products.
- 3.2.6 The Company shall not during the term of this Agreement or for the period of five years from its commencement (whichever shall be the shorter), distribute or create any products which compete with the Products.

- 3.3 Conditions on Use of Trademarks All rights in the Trademarks, in registrations of the Trademarks, in applications for registration of the Trademarks, and in all goodwill associated therewith, shall remain at all times the sole property of Intragen, and all use of the Trademarks shall inure to the benefit of Intragen (and Intragen may require the Company to execute such documents or carry out such acts as it reasonably requires to confirm and give effect to such). Whenever Company uses Trademarks in any manner, Company shall clearly indicate the appropriate ownership thereof. Notwithstanding the foregoing, Company's use of the Trademarks on or in connection with any advertising, marketing, instructional or other material not provided by Intragen shall be subject to the prior written approval of Intragen.

Company will not knowingly use the Trademarks or confusingly/deceptively similar marks in connection with any goods or services other than as specified in writing by Intragen. Company shall not alter in any manner or remove the Trademarks or trademark notices from the Products or Marketing Materials as defined in Section 5.1 below. Company is not providing to Intragen under this Agreement any rights in nor license nor permitted use of any Company mark(s) and any other names, designations, trademarks, service marks and other marks or similar description, whether registered or not and used from time to time by Company for any purpose without the prior written permission of the Company.

4. Responsibilities of the Company.

4.1 Promotion of the Products. Company agrees to:

- 4.1.1 use best endeavours to promote the distribution and sale of the Products and to expand the sale of the Products in the Territory and solicit Orders (as defined in Section 6 below) for the Products from customers within the Territory;
- 4.1.2 maintain adequate office space, facilities, personnel and management to promote licensing and use of the Products and to support customers in the Territory.
- 4.1.3 incorporate and integrate the Products into the Reseller Products only as set out in Annex A, or as agreed with Intragen in writing from time to time.
- 4.1.4 in all correspondence or other dealings relating to or concerned with the Products, clearly indicate that it is acting as a reseller and not as author or developer of the Products;
- 4.1.5 observe all directions and instructions given to it by Intragen in relation to the promotion and advertisement of the Products to the extent that such promotions or advertisements refer to the Products or otherwise use the Trade Marks;
- 4.1.6 conduct its business in a manner that reflects favorably at all times on Intragen and the good name, goodwill and reputation of Intragen and the Products and not by its act or omission do anything would damage or diminish such good name, goodwill and reputation or Intragen's interests in the Products;
- 4.1.7 promptly inform Intragen of any changes in ownership or Control, and of any change in its organisation or method of doing business which might affect the performance of its duties under this Agreement; and
- 4.1.8 promptly inform Intragen in writing with reasonable detail if it becomes aware of any infringement of the Products or the Trademarks or any other matter which would damage or diminish the good name, goodwill and reputation of Intragen and the Products or Intragen's interests in the Products (in which case Intragen shall at its sole discretion decide what action to take, but the Company shall provide such assistance and information as Intragen reasonably requires).

4.2 Installation, Training, and Support Services. Once an Order has been accepted by Intragen in accordance with Section 6 of this Agreement, each of Intragen and Company may provide to the customer installation, configuration, training and support as described in Exhibit B hereto, as agreed to in writing between Company and customer.

- 4.3 End User Licence Agreement. The Company shall take such steps as Intragen requests to ensure that its customers are aware of and accept the Licence Agreement before using the Products, and shall not amend or vary the terms of the Licence Agreement.
- 4.4 Compliance with Laws.
- 4.4.1 The Company warrants to Intragen that it has informed (and shall inform) Intragen of all legislation, statutes, mandatory rules and guidance issued by any regulatory authority in the Territory affecting the marketing and sale of the Products in the Territory, and Intragen in turn warrants that the Products comply with such regulations as at the date of this Agreement. The Company shall give Intragen as much advance notice as reasonably possible of any prospective changes in local regulations, and on receipt of such notice, Intragen shall endeavour to ensure that the Products comply with any change in the local regulations by the date of implementation of that change or as soon as is reasonably possible thereafter. . The Company shall be responsible for obtaining any import licences or permits necessary for the entry of the Products into the Territory or their delivery to the Company, including all applicable export control laws and prevailing regulations which may be issued from time to time concerning the exporting, importing and re-exporting of the Products and the direct products thereof.
- 4.5 Sales Leads and Deal Registration. Company shall promptly advise Intragen in writing of any sales leads or potential customers in respect of the Products (“Leads”) of which it becomes aware via the deal registration method documented in the Reseller Pack, and no Purchaser Order may be submitted under clause 6 until such time as Intragen has approved the deal registration. This process applies to all new Orders, and to any extension of existing licence terms to new customers.
- 4.6 Warranty Refunds. In the event that a customer to whom Company provides any of the Products is entitled to receive a refund under the warranty given by Intragen to the customer in the Licence Agreement, Company agrees that, upon notice from Intragen, and receipt of such refund from Intragen, Company will refund to the customer the price paid by the customer to Company for the Product.
- 4.7 Indemnification.
- 4.7.1 Company shall indemnify, defend, and hold harmless Intragen and its officers, directors, employees and agents, from and against any and all claims, demands, liabilities, losses, costs and expenses (including reasonable legal fees) of any kind whatsoever levied against or incurred by Intragen, its officers, directors, employees, and agents, arising directly or indirectly out of or in relation to conduct of Company outside the scope of this Agreement or Company’s failure to perform any of its obligations under this Agreement; provided, however, that the foregoing shall not apply to the extent that a claim arises directly out of the gross negligence or willful misconduct or willful failure to act of Intragen or its officers, directors, employees or agents other than the Company.
- 4.7.2 Intragen shall defend or, at its option, settle, any claim, action or proceeding brought against Company that any Product infringes any patent, copyright or trade secret, and shall indemnify Company against all damages and costs finally awarded against Company in any such action or proceeding which results from any such claim.

Intragen shall have no liability under this Section 4.7.2 unless Company (a) promptly notifies Intragen in writing of the claim, action or proceeding and does not make admission of liability, agreement or compromise in relation to such claim without Intragen's prior written consent, (b) gives Intragen full authority, information and reasonable assistance to defend such claim, action or proceeding, and (c) gives Intragen sole control of the defence and settlement of such claim, action or proceeding and all negotiations relating thereto. If a Product or any part thereof becomes, or in Intragen's opinion is likely to become, the subject of a valid claim of infringement or the like under any patent, copyright or trade secret law, Intragen shall have the right, at its option and expense, either to obtain a license permitting the continued use of the Product or such part, to replace or modify it so that it becomes non-infringing, or to terminate the licenses granted herein to market, distribute and support the Product. Intragen shall have no liability hereunder for any costs incurred or settlement entered into without its prior written consent. Intragen shall have no liability hereunder with respect to any claim based upon (a) the combination of the Product with other products, data, hardware or systems not furnished or authorised in writing by or on behalf of Intragen, or (b) any addition to or modification to the Product by any unauthorised person or entity other than Intragen, unless such addition or modification has been authorised in writing by Intragen; or (c) the Company's marketing, advertising, distribution or use of the Products in a manner contrary to the instructions given to it by Intragen. The foregoing states the Company's sole and exclusive rights and remedies, and Intragen's entire obligations and liability, in the case of any matter falling under the scope of this indemnity.

5. Responsibilities of Intragen.

- 5.1 Provision of Marketing and Licensing Materials. Intragen will provide to Company, at no cost to Company, an initial sales kit containing English language marketing materials ("Marketing Materials") relating to the Products for distribution and use in the Territory. Company may make and distribute a reasonable number of copies of the then current versions of any Marketing Materials delivered to Company by Intragen, provided that Company shall not use or distribute any Marketing Materials identified as rescinded by Intragen from time to time. Subject to Section 3.1.3 of this Agreement, Company may translate the Marketing Materials, at Company's sole cost and expense, into any other language or languages as necessary to effectively market the Products in the Territory. The Company may not otherwise use such Marketing Materials other than as expressly agreed in writing by Intragen.
- 5.2 Provision of Products. Upon execution of this Agreement, Intragen shall provide to Company a reasonable supply of demonstration copies of the Software for use solely in accordance with Section 3.1.2 hereof.
- 5.3 New Versions. Intragen may from time-to-time and in its sole discretion release a new version of any Product or Products, which new version shall supersede the prior version ("New Version"). In the event that Intragen releases a New Version, Intragen may cease to maintain or support the superseded version(s) at any time after the release of the New Version. Upon written notice to Company by Intragen of the availability of the New Version, Company shall not distribute the superseded version(s) to customers after the date of Company's receipt of such written notice without prior written approval of Intragen.

- 5.4 Training to Company. Intragen will provide one-time training regarding the Products to Company on receiving a request for training from Company. Such training will be conducted as specified in the Reseller Pack.
6. Product Order and Payment Procedures.
- 6.1 Price. Company shall have the sole right to establish retail prices for its sales of Products. Company shall place Orders for Products only at Intragen's current transfer price ("Transfer Price") and on Intragen's current terms and conditions. Intragen's suggested retail price ("MSRP"), which is not binding, the Transfer Price for each Product and the discounts structure for the Products are described in the Reseller Pack subject to adjustment in accordance with the terms of this Agreement. Intragen shall have the right at any time to change any or all of the Product Prices or discount structures for the Products in the Territory upon thirty (30) days prior notice to Company.
- 6.2 Orders. Company shall order Products through a Purchase Order (the "Order"). Orders shall be in writing and are subject to acceptance by Intragen as set forth below. Any terms or conditions appearing on the face or reverse side of any Order, acknowledgment or confirmation from Company that are different from or in addition to the terms and conditions of this Agreement or any Intragen confirmation shall not be binding on Intragen, unless Intragen expressly agrees in a separate written variation, executed by a statutory director, to be bound by such separate or additional terms and conditions.
- 6.3 Acceptance of Orders. Subject to Section 3.2.2, Intragen may accept or reject any Order, in whole or in part, at its sole discretion. Company is not granted express or implied authority to enter into written or oral contracts or agreements of any nature on behalf of Intragen. Upon receipt of an Order from Company, Intragen shall accept or reject the Order and notify Company of such acceptance or rejection.
- 6.4 Delivery. Delivery for each copy of the Product shall be deemed complete once Intragen has provided a link to the downloadable zip file to the Company, for that particular copy of the Product.
- 6.5 Payment. Company shall be invoiced for the Products upon acceptance by Intragen of the Purchase Order or in line with specific invoice dates agreed in writing between Intragen and Company. Company shall pay invoices thirty (30) days after the date of invoice. All payments from Company to Intragen shall be made in the currency specified by Intragen, and will be made in full with no deductions, set-offs, counterclaims or withholdings.
- 6.6 Late payment. In the event Company fails to pay any amounts due to Intragen by the due date for payment. Intragen shall have the right to cancel, suspend, or delay any Orders placed by Company and accepted by Intragen or the provision of any Products until Company has paid such overdue amounts in full, and to charge interest on the overdue amount at the rate set out in the Late Payment of Commercial Debts (Interest) Act 1998 (as amended, updated or replaced from time to time), such interest to accrue on a daily basis from the due date until actual payment of the overdue amount, whether before or after judgment, and to be payable together with the overdue amount..
- 6.7 Taxes. All prices for Products as described in the Reseller Pack are exclusive of taxes. Company shall pay all foreign, federal, state, municipal and other governmental excise, sales, use, property, customs, value added, gross receipts and other taxes, fees and duties of any

nature now in force or enacted in the future that are assessed upon or with respect to any sums paid or owing or any rights, Products or services provided hereunder, or otherwise arising in connection with this Agreement including on the importation of the Products. In Intragen's discretion, any such taxes and charges may be added to the price for any Products or services or may be billed separately. Company will be responsible, in any event, for paying all such taxes and charges, on or before their due dates. In the event Intragen is required at any time to pay any such tax or charge, Company will reimburse Intragen therefore promptly on demand. If Company is required by law to make any deduction or to withhold from any sum payable to Intragen by Company hereunder, then the sum payable by Company upon which the deduction or withholding is based shall be increased to the extent necessary to ensure that, after all deduction and withholding, Intragen receives and retains, free from liability for any deduction or withholding, a net amount equal to the amount Intragen would have received and retained in the absence of such required deduction or withholding.

- 6.8 Security for Payment. All Products delivered by Intragen to Company hereunder as per Section 6.4 above will be subject to timely payment in full to Intragen. Any non-payment by Company shall entitle Intragen to revoke and/or cancel and/or suspend any and all license keys for the Products delivered under Section 6.4 of this Agreement under any Order, whether or not the same are the subject of the non-payment.
- 6.9 Billing and Collection. All fees due from customers shall be paid directly from the customer to the Company. Company shall be responsible for the billing and collection of all fees due from customers in connection with the license and use of the Product. The Company's payment to Intragen shall not be dependent in any way upon its collection of any sums from its customers.
- 7. Company Partner Records.
 - 7.1 Business Records: Right to Audit and Copy. During the initial term and any renewal terms of this Agreement, if any, and for a period of three (3) years thereafter, Company shall maintain accurate records relating to the licensing of Products to customers in the Territory and to Company's performance of its obligations under this Agreement ("Business Records"). The Business Records shall include, without limitation, the identity, address, customer contact and, if known to Company, hardware and operating environments of each customer, the type and date of sale for each Product ordered, the dates of Product delivery and a copy of each Order. During the initial term and any renewal terms of this Agreement, if any, and for a period of three (3) years thereafter, Intragen shall have the right, at its own expense and under reasonable conditions of time and place, as mutually agreed upon by the Parties, to audit Company's records solely relating to the licensing of Products to customers in the Territory under this Agreement, in each case upon thirty (30) days' prior written notice during normal business hours (and the Company shall provide such access and assistance as Intragen reasonably requests in relation to such audit). Such audit shall not be conducted more frequently than once every twelve (12) months. In the event any such audit discloses any breach of this Agreement by Company, Company shall, in addition to such other rights and remedies as may be available to Intragen as the result of such breach, pay to Intragen the full cost of such audit and copying. In any event the Company shall provide such information and reports to Intragen as are requested in relation to its sales and licensing of the Products and performance under this Agreement.
- 8. Proprietary Rights and Confidentiality.

- 8.1 Ownership of Products. Intragen and its licensors shall retain all right, title and interest in the Products throughout the world, including without limitation, patent, copyright and trade secret rights. Except as expressly set forth in Section 3, neither this Agreement, nor any license of Products hereunder shall be construed as granting to the Company any license or other right in or to any patent, copyright, trademark, trade secret, or other proprietary right of Intragen or its licensors. The Company shall, at the expense of Intragen, take all such steps as Intragen may reasonably require to assist it in maintaining the validity and enforceability of all intellectual property rights of the Company and its licensors during the term of this Agreement. The Company shall not do or authorise any third party to do any act which would or might invalidate or be inconsistent with any intellectual property rights of Intragen and its licensors and shall not omit or authorise any third party to omit to do any act which, by its omission, would have that effect or character.
- 8.2 Confidential Information.
- 8.2.1 “Confidential Information” shall mean (i) the Customer Lists and (ii) any information, in whatever form, received by one Party (the “Receiving Party”) from the other Party (the “Disclosing Party”) that is identified in writing as being proprietary or confidential to the Disclosing Party or which might permit the Disclosing Party or its customers to obtain a competitive advantage over those who do not have access thereto, provided, however that Confidential Information shall not include information which (a) is or becomes a part of the public domain through no act or omission of Receiving Party, (b) was in Receiving Party’s lawful possession prior to the disclosure by the Disclosing Party and had not been obtained by the Receiving Party either directly or indirectly from the Receiving Party or unlawfully from any third party, (c) is lawfully disclosed to the Receiving Party by a third party without restriction on disclosure, or (d) is independently developed by the Receiving Party.
- 8.2.2 The Receiving Party hereby agrees that it will hold any Confidential Information in strict confidence and will use such Confidential Information only in accordance with the terms of this Agreement. The Receiving Party shall limit the use of, and access to, the Confidential Information to its employees or agents whose use of or access to the Confidential Information is necessary to carry out the intent of this Agreement. The Receiving Party shall, by all appropriate means, prevent the unauthorised disclosure, publication, display or use of any Confidential Information, provided that the Receiving Party may disclose Confidential Information to the extent such Confidential Information is required to be disclosed by law, by any governmental or other regulatory authority or by a court or other authority of competent jurisdiction, provided that, to the extent it is legally permitted to do so, it gives the Disclosing Party as much notice of such disclosure as possible and, where notice of disclosure is not prohibited and is given in accordance with this Section 8.3.2, it takes into account the reasonable requests of the other party in relation to the content of such disclosure. Without limiting the generality of the foregoing, the Receiving Party shall require all employees, agents, or contractors who shall have access to the Confidential Information to execute, prior to such access, a non-disclosure agreement providing for at least the same protection of the Confidential Information as is provided for by this Section 8.3. The Receiving Party shall not remove any trademark or copyright, restricted rights, limited rights, proprietary rights or confidentiality notice included in or affixed to the Products, any promotional materials or any Confidential Information and shall reproduce all such notices on any copies of the Products, promotional material or Confidential Information made by the Receiving Party in accordance with this Agreement.
9. Disclaimer of Warranties and Limitation of Liability.

9.1 Disclaimer of Warranties.

9.1.1 Intragen makes no warranty to Company regarding the Products or any services provided by Intragen and except as expressly and specifically provided in this agreement, excludes (to the fullest extent permitted by law) all warranties, conditions and other terms implied by statute, common law or otherwise. Intragen's only warranty obligation regarding the Products is to the customer and is contained in the Licence Agreement.

9.1.2 The express warranty set forth in the Licence Agreement is the only warranty with respect to the Products and any Services provided by Intragen. Intragen makes no other warranties, express or implied or arising by law, customer or trade usage, and all such warranties are hereby excluded to the fullest extent permissible at law, in particular Intragen gives no warranty of merchantability or fitness for any particular purpose.

9.2 Limitation of Liability.

9.2.1 Except as specifically provided in this Agreement, in no event will Intragen have any liability, whether in contract, tort (including but not limited to negligence), breach of statutory duty, contract, misrepresentation or otherwise or otherwise, arising out of or in connection with any defective Products provided to a customer save for the sole remedy of the Company in such circumstances which shall be for Intragen to at its discretion either: replace the Product in question, or repay the Company the price paid for the Product in question.

9.2.2 Other than in relation to any liability under an indemnity within this Agreement, in no event shall Intragen be liable to the Company (whether in contract, tort (including for negligence) breach of statutory duty, contract, misrepresentation or otherwise for: (i) loss of profits; (ii) loss of business; (iii) depletion of goodwill or similar losses; (iv) loss of anticipated savings; (v) loss of use; (vi) any special, incidental, consequential or punitive damages.

9.2.3 Except with respect to either party's violations of section 8, in no event shall either party's liability exceed five million (£5,000,000) pounds sterling.

9.2.4 Nothing in this Agreement shall limit or exclude either party's liability to the extent that such liability cannot lawfully be excluded or limited including but not limited to for death or personal injury caused by negligence or for fraud or fraudulent misrepresentation.

9.2.5 Except as expressly and specifically provided in this Agreement, all warranties, conditions and other terms implied by statute, common law or otherwise are, to the fullest extent permitted by law, excluded from this Agreement.

9.3 No Representations on Behalf of Intragen. In no event shall Company make any representations to customers or potential customers about the Products that conflict in any way with the advertising and promotional material provided by Intragen or the Company's knowledge of the Products.

10. Term and Termination.

10.1 Term. This Agreement shall commence on the Commencement Date and subject always to earlier termination in accordance with its terms, shall continue for an initial term of one year expiring on the anniversary of the Commencement Date, following which it shall renew

automatically for further renewal terms of twelve months (each expiring on the anniversary of the Commencement Date) unless either Party cancels such renewal by giving prior notice in writing, such notice being received at least 3 months prior to the renewal taking effect. (.

- 10.2 Termination for Default. Either Party may, at its option, terminate this Agreement effective upon notice to the other Party if the other Party has breached any material provision of this Agreement and has failed to cure said breach within thirty (30) days of its receipt of notice specifying the breach in reasonable detail.
- 10.3 Termination without Cause. Either Party may, for any reason (including for convenience) terminate this Agreement effective thirty (30) days after written notice to the other Party.
- 10.4 Termination for Insolvency. Either Party may terminate this Agreement upon written notice to the other Party if that other Party is liquidated or dissolved, or becomes insolvent, or suffers a receiver or trustee to be appointed for it, or makes a general assignment for the benefit of its creditors or institutes or has instituted against it any proceeding under any law relating to bankruptcy or insolvency or the reorganization or relief of debtors and has failed to cure said event within sixty (60) days.
- 10.5 Termination for Breach. One Party (the “non-breaching Party”) shall have a right to terminate this Agreement immediately upon notice to the other Party (the “breaching Party”) (i) if the breaching Party commits any act that, in the non-breaching Party’s reasonable discretion, would impair the non-breaching Party’s ability to carry out its obligations under this Agreement or negatively effect the non-breaching Party’s business reputation, (ii) if the non-breaching Party determines in its reasonable discretion that the breaching Party has committed fraud, is acting or has acted in a grossly negligent manner, or is otherwise acting in bad faith in connection with the performance of its duties under this Agreement, or (iii) if the breaching Party has breached its obligations under Section 8 hereof.
- 10.6 Termination for Change of Control. Intragen may terminate this Agreement upon written notice to the Company if there is a change of Control of the Company. "Control" means the beneficial ownership of more than 50% of the issued share capital of a company or the legal power to direct or cause the direction of the general management of the company, a material change of management of Company or a merger, sale of assets or consolidation of the other Party with another entity such that the persons or entities that owned a majority interest in the other Party before the change do not hold a majority interest after the change.
- 10.7 Effect of Termination. In the event of any termination of this Agreement under this Section 10, all rights and licences of the Company shall terminate, and the Company shall immediately cease (i) marketing and soliciting Orders for the Products in the Territory, (ii) using the Trademarks; and (iii) combining the Products with any Reseller Products. In respect of approved deal registrations and any outstanding Orders these shall automatically cease to have effect, and Intragen shall be entitled to step-into these approved deal registrations and outstanding Orders either directly or via another approved reseller. . Except in case of a termination under Section 10.6 above, Company shall provide services as specified in Exhibit B to its customer-base until such customers are transferred to another Intragen reseller for the Products in the Territory. Both parties shall consider customer needs and commitments and shall make all commercially reasonable efforts to minimize disruptions and damage to customers of the Products and the Company shall provide such assistance and information as Intragen reasonably requires in such respect.

- 10.8 Return of Marketing Materials and Confidential Information. Within five (5) days business after any termination of this Agreement, Company shall (i) return to Intragen all copies of any Products and any Confidential Information, including Customer Lists, technical information, samples, and (ii) to the extent any such material cannot be returned to Intragen, erase or destroy all copies of part or all of the Confidential Information and other materials under the Company's control, including all copies that are fixed or running in machines controlled by the Company, technical information, price lists, samples to Company. In addition, an authorised representative of the Company shall certify in writing to Intragen that the Company has complied with the requirements of this paragraph.
- 10.9 Survival of Terms. The provisions of Sections 3.2, 4.6, 6.6, 6.8, 6.9, 7.1, 8, 9, 10 and 11 shall survive any termination of this Agreement.
11. Anti-bribery
- 11.1 The Company shall:
- 11.1.1 comply with all applicable laws, regulations, codes and sanctions relating to anti-bribery and anti-corruption including but not limited to the Bribery Act 2010 (Relevant Requirements);
 - 11.1.2 not engage in any activity, practice or conduct which would constitute an offence under sections 1, 2 or 6 of the Bribery Act 2010 if such activity, practice or conduct had been carried out in the UK;
 - 11.1.3 have and shall maintain in place throughout the term of this Agreement its own policies and procedures, including but not limited to adequate procedures under the Bribery Act 2010, to ensure compliance with the Relevant Requirements and clause 11.1.1, and will enforce them where appropriate;
 - 11.1.4 promptly report to Intragen any request or demand for any undue financial or other advantage of any kind received by the Company in connection with the performance of this Agreement;
 - 11.1.5 immediately notify Intragen (in writing) if a foreign public official becomes an officer or employee of it and/or acquires a direct or indirect interest in it (and the Company warrants that it has no foreign public officials as officers or employees and/or indirect owners at the date of this Agreement);
 - 11.1.6 Breach of this clause shall be deemed a material breach, which is irredeemable.
- 11.2 For the purpose of this clause, the meaning of adequate procedures and foreign public official and whether a person is associated with another person shall be determined in accordance with section 7(2) of the Bribery Act 2010 (and any guidance issued under section 9 of that Act), sections 6(5) and (6) of that Act and section 8 of that Act respectively. For the purposes

of this clause a person associated with the Company includes but is not limited to any subcontractor of the Company.

12. General Provisions.

12.1 Entire Agreement. This Agreement, including all Exhibits attached hereto, sets forth the entire Agreement and understanding between the parties with respect to the subject matter hereof and supersedes all oral and written agreements and understandings relating thereto. Company acknowledges receipt of the current version of the Reseller Pack and has read and accepted the contents thereof. In the event of any conflict between the provisions of this Agreement and the contents of the Reseller Pack, the terms of this Agreement shall govern.

12.2 Modification/Waiver. No waiver, alteration, modification, or cancellation of any of the provisions of this Agreement shall be binding unless made in writing and signed by both Parties. In addition, Intragen may add to, modify or cancel any of the contents of the Reseller Pack. Such additions, modifications and cancellations shall not require the separate consent of Company and shall be effective immediately upon Company's receipt of such notice. Either Party's failure at any time or times to require performance of any provision hereof shall in no manner affect its right at a later time to enforce such provision. No remedy referred to in this Agreement is intended to be exclusive, but each shall be cumulative and in addition to any other remedy referred to herein or otherwise available at law, in equity or otherwise.

12.3 Assignment. The Company shall not assign any of its rights or delegate any of its duties hereunder, in whole or in part, to any third party, without the prior written consent of Intragen. Intragen may at any time assign or deal in any other manner with any or all of its rights and obligations under this Agreement.

12.4 Relationship of the Parties. The relationship between Intragen and Company shall be that of independent contractors. Nothing contained in this Agreement shall be construed to create a partnership, joint venture, or agency relationship between the Parties, and, notwithstanding anything else herein, neither Party shall have the right to incur (and will not attempt to incur) any obligation or liability on behalf of the other Party.

12.5 Severability. If any of the provisions of this Agreement are determined to be invalid, illegal, or unenforceable by a court of competent jurisdiction, such provisions shall be severed from the Agreement, and the remaining provisions shall remain in full force and effect; provided, however, that with respect to any material provision so severed, the Parties shall negotiate in good faith to achieve the original intent of such provision.

12.6 Applicable Law and Jurisdiction. This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales. The parties irrevocably agree that, save as provided below for the sole benefit of Intragen, the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this agreement of its subject matter or formations (including non-contractual disputes or claims). Nothing in this clause shall limit the right of Intragen to take proceedings against the Company in any other court of competent jurisdiction (including but not limited to the courts of the Company's domicile), nor shall the taking of proceedings in any one or more jurisdictions preclude the taking of

proceedings in any other jurisdictions, whether concurrently or not, to the extent permitted by the law of such jurisdiction.

- 12.7 Notices. Any notices required or permitted under this Agreement shall be in writing and shall be sufficiently given if (i) personally delivered, (ii) sent by registered mail, (iii) sent by reputable express courier service or (iv) sent by e-mail. Any such notice shall be addressed to the party entitled or required to receive such notice at the addresses specified above or at such other address as either party may specify from time-to-time by written notice in accordance herewith or (in the case of e-mail) to the e-mail address specified in the Reseller Pack (for Intragen) or set out in the Order (for the Company). Any notices given hereunder shall be deemed to have been received as of the earliest of actual receipt or twenty-four hours after transmission if sent by e-mail and three days after depositing in the mail or with the courier service.
- 12.8 Force Majeure. Neither party hereto shall be liable for any delays in the performance of any of its obligations hereunder due to causes beyond its reasonable control, including, but not limited to, fire, strike, war, riots, acts of any civil or military authority, acts of God, judicial action, unavailability or shortages of labor, materials, or equipment, failure or delay in delivery by suppliers or delays in transportation.
- 12.9 Equitable Relief. The covenants and agreements of Company are of a special and unique character, and Company acknowledges that money damages alone will not reasonably or adequately compensate Intragen for any breach of such covenants and agreements. Therefore, the parties expressly agree that in the event of the breach or threatened breach of any such covenants or agreements, in addition to other rights or remedies which Intragen may have, at law, in equity, or otherwise, Intragen shall be entitled to injunctive or other equitable relief from a court of competent jurisdiction compelling specific performance of, and other compliance with, the terms of such covenants and agreements and the Company waives its right to object to such relief.
- 12.10 Captions. Captions and headings used in this Agreement are solely for the convenience of the parties and do not constitute part of this Agreement.
- 12.11 Data Protection The parties shall comply with all applicable Data Protection Law (being, as applicable the Data Protection Act 2018, the General Data Protection Regulation ((EU) 2016/679), (and any UK law which implements or acts as a domestic equivalent of it in whole or in part), and any applicable laws, regulations or secondary legislation relating to privacy or data protection in the Territory, as amended or updated from time to time) and the Company shall ensure that any personal data it provides to Intragen shall be provided in compliance with Data Protection Law and the Company shall not, but its acts or omissions, cause Intragen to be in breach of Data Protection Law. If and to the extent Intragen processes personal data on behalf of a customer, Intragen shall enter into its standard data processing agreement with such customer which shall form part of the Software License.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement through their duly authorised representatives as of the date first written above.

INTRAGEN LIMITED

[RESELLER NAME].

BY: _____

BY: _____

NAME:

NAME:

TITLE:

TITLE:

EXHIBIT A

I. SOFTWARE

SOFTWARE:

Deployment Manager
Deployment Accelerator

Other computer software products (“Additional Software Products”) may be added to the list set forth above by Intragen and Company will only have a right to solicit orders for such Additional Software products if Intragen notifies Company in writing or through electronic mail system of Intragen’s desire to appoint Company as a reseller for the Additional Software Products in the Territory. Intragen may delete any Software from this list or from the Pricelist by giving Company written notice with such change to be effective upon Company’s receipt of such notice.

TERRITORY

1. [region]

RESELLER PRODUCTS / SERVICES

[SET OUT WHERE THE RE-SELLER IS PERMITTED TO COMBINE WITH THEIR OWN OFFERING RATHER THAN JUST DIRECT SELL ON]

EXHIBIT B

INSTALLATION, TRAINING AND SUPPORT

When purchased with a valid Order, Intragen will provide support services of its Products to the Company or the Company's customers.

Where a customer is purchasing Deployment Accelerator, Intragen and the Reseller shall agree as part of the Order as to which of them will provide the required installation and configuration support for the customer.

Intragen will provide remote training to the Company at Intragen's sole discretion.

Additionally Intragen will provide commercial assistance, as requested by the Company and to the extent determined by Intragen at its sole discretion, during the sales process to aid the Company in positioning and selling the Product.