

RESELLER AGREEMENT

Please sign and return to partners@mersive.com

This **RESELLER AGREEMENT** (“**Agreement**”) is made as of _____ (the “**Effective Date**”), by and between Mersive Technologies, Inc., a Delaware corporation located at **2399 Blake St. Suite 100 Denver, CO 80205** (“**Mersive**”) and _____, a _____ corporation located at _____ (“**Reseller**”).

1. DEFINITIONS. Capitalized terms used herein shall have the meaning given below or elsewhere in the Agreement:

1.1 “Backline Support” means those maintenance and support services that Mersive provides Reseller and End Users with respect to the Software, as described in Section 4.

1.2 “End User” means a person, company, or other legal entity licensed to use the Software for its own internal purposes and not for distribution to, or use on behalf of, others.

1.3 “First Level Support” means those first-level support services that Reseller provides End Users, as described in Section 4.

1.4 “Intellectual Property Rights” means all copyrights, trademarks, service marks, trade secrets, patents, patent applications, moral rights, contract rights and other proprietary rights.

1.5 “Mersive Marks” means the following list of Mersive trademarks and trade names: Mersive, Sol, Solstice and Pixel Landscape®. The foregoing list of Mersive Marks may be updated from time to time by Mersive upon notice to Reseller.

1.6 “Object Code” means the fully compiled version of a software program that can be executed by a computer and used by an end user without further compilation.

1.7 “Software” means Mersive’s display management software described in Exhibit A attached hereto, in Object Code form only, excluding any Open Source Software (as defined in Section 2.3) provided with such software, and any Software Update or Software Upgrade, in Object Code form only, that Mersive provides to Reseller pursuant to this Agreement.

1.8 “Software Pricing” means the applicable pricing for the use, distribution and/or resale of the Software. The Software Pricing is set forth in Exhibit A attached hereto.

1.9 “Software Key” means a software license key issued by or on behalf of Mersive that enables operation of the Software.

1.10 “Software Upgrade” means a new version of the Software incorporating new features and enhancements.

1.11 “Software Update” means a revision to the Software to provide bug fixes, corrections and minor enhancements.

1.12 “Source Code” means the human readable version of a software program that can be compiled into Object Code.

1.13 “Support” means the applicable process for the Backline Support.

1.14 “User Documentation” means the user documentation distributed along with the Software to End Users.

2. ENGAGEMENT; LICENSE GRANT AND OTHER RIGHTS.

2.1 Engagement. This Agreement is entered into for the purpose of granting Reseller a limited license to use and resell the Software furnished by Mersive.

2.2 License Grant. Subject to the terms and conditions of this Agreement, Mersive grants to Reseller a limited, non-exclusive, non-transferable, revocable (in accordance with Section 11.3 (Effects of Termination), license (without any rights to grant sublicenses) to:

(a) install on End User’s hardware, execute and use the Software, in Object Code only, as necessary solely for the purposes of installing the Software on behalf of End Users that order Sol Solutions from Reseller; and

(b) install on Reseller’s own hardware, execute and use the Software, in Object Code only, as necessary solely for Reseller’s business purposes of (i) promoting the Software and conducting demonstrations for potential customers and (ii) providing First Level Support only to End Users that order the Software from Reseller. The Software Key for the Software used by Reseller for its internal business purposes will expire upon termination of the Agreement.

2.3 Trademark License. Subject to the terms and conditions of this Agreement, Mersive grants to Reseller a non-exclusive, non-transferable, revocable, royalty-free license (without any rights to grant sublicenses) to use and reproduce the Mersive Marks solely in connection with marketing the Software as permitted by this Agreement. Reseller agrees to state in appropriate places on all materials using the Mersive Marks that the Mersive Marks are trademarks of Mersive and to include the symbol ™ or ® as appropriate. Mersive grants no rights in the Mersive Marks other than those expressly granted in this Section 2.3. Reseller acknowledges Mersive’s exclusive ownership of the Mersive Marks. Reseller agrees not to take any action inconsistent with such ownership and to cooperate, at Mersive’s request and expense, in any action (including the conduct of legal proceedings) which Mersive deems necessary or desirable to establish or preserve Mersive’s exclusive rights in and to the Mersive Marks. Reseller will not adopt, use, or attempt to register any trademarks or trade names that are confusingly similar to the Mersive Marks or in such a way as to create combination marks with the Mersive Marks. Reseller will provide Mersive with samples of all products and materials that contain the Mersive Marks prior to their public use, distribution, or display for Mersive’s quality assurance purposes and will obtain Mersive’s written approval before such use, distribution, or display. At Mersive’s request, Reseller will modify or discontinue any use of the Mersive Marks if Mersive determines that such use does not comply with Mersive’s then-current trademark usage policies and guidelines.

2.4 Restrictions On Use. Reseller acknowledges that the Software and its structure, organization, and Source Code constitute valuable trade secrets of Mersive and its licensors and suppliers. Except as expressly permitted by this Agreement, Reseller agrees that Reseller shall not, and shall not permit any third party to: (a) modify, adapt, alter, translate, or create derivative works from the Software or the User Documentation; (b) merge the Software with other software other than through Mersive published interfaces; (c) sublicense, distribute, sell, use for service bureau use, as an application service provider, for time-sharing use, for outsourcing use, as an application service provider or managed service provider environment, or as software as a service, lease, rent, loan, or otherwise transfer the Software or the User Documentation to any third party; (d) reverse engineer, decompile, disassemble, or otherwise attempt to derive the Source Code for the Software, except and only to the extent that such activity is expressly permitted by applicable law notwithstanding this limitation; (e) remove, alter, cover or obfuscate any copyright notices or other proprietary rights notices included in the Software or the User Documentation; or (f) otherwise use or copy the Software or the User Documentation except as expressly permitted hereunder. Reseller shall promptly notify Mersive of any unauthorized use or disclosure of the Software or the User Documentation.

2.5 Marketing and Promotion. Reseller will use diligent efforts to market and promote the Software. Reseller, in its sole discretion, will establish the fees it charges to End Users to whom Reseller distributes the Software. Reseller will maintain a staff of sales and technical support personnel sufficient to meet the needs of its End Users and potential customers. Reseller will ensure that such personnel are properly trained with regard to marketing, distribution, sale, and support of the Software. Reseller will engage in at least those marketing and public relations activities outlined in Exhibit B at Reseller's sole cost and expense.

2.6 Open Source Software. Certain items of software may be provided to Reseller with the Software which are subject to "open source" or "free software" licenses ("**Open Source Software**"). Some of the Open Source Software is owned by third parties. The Open Source Software is not subject to the terms and conditions of Sections 2.2 and 2.4. Instead, each item of Open Source Software is licensed under the terms of the end-user license that accompanies such Open Source Software. Nothing in this Agreement limits Reseller's rights under, or grants Reseller rights that supersede, the terms and conditions of any applicable end user license for the Open Source Software. If required by any license for particular Open Source Software, Mersive makes such Open Source Software, and Mersive's modifications to that Open Source Software, available by written request at the notice address specified above.

3. DELIVERY, ACCEPTANCE AND INSTALLATION. Reseller will accept orders for the Software and will notify Mersive of such orders. Mersive will enter into an end user license agreement with each such End User that governs such End User's use of the Software. Reseller may not grant End Users any licenses with respect to the Software. If applicable, the parties will arrange for the delivery of any hardware for an order. A Software Key will be provided by or on behalf of Mersive for each copy of Software ordered by an End User from Reseller. Upon delivery of a Software Key, the Software will be deemed accepted. Whenever Mersive instructs Reseller that a Software Update or Software Upgrade is available to End Users who have purchased First Level Support, Reseller will make Software Update or Software Upgrade accessible to End Users within twenty-four (24) hours.

4. SUPPORT.

4.1 First Level Support By Reseller. Reseller will be solely responsible for performing, in a manner consistent with good industry practice, all installation, training, First Level Support, and other services requested or required by End Users who order the Software from Reseller. Reseller may not refer any End User directly to Mersive for First Level support. First Level Support shall include (a) fielding and promptly addressing all questions from End Users; (b) addressing all errors in the Software reported by End Users and immediately reporting to Mersive all such errors that Reseller is unable to correct, and (c) notifying End Users of the availability of Software Updates and Software Upgrades that Mersive makes available pursuant to Backline Support. Reseller may engage the assistance of Mersive via Backline Support only if Reseller is unable to respond adequately to an End User without such assistance from Mersive.

4.2 Backline Support By Mersive. On the condition that Reseller has paid the applicable Fees, Mersive will provide Backline Support for the Software. Backline Support shall include (a) telephone and email support for the Software during Mersive's business hours; (b) provision of corrections to errors in the Software, which corrections may be in the form of patches, fixes, workarounds, Software Updates, Software Upgrades or other forms; (c) provision of Software Updates and/or Software Upgrades to the Software which are commercially released during the term of this Agreement. Mersive shall provide Backline Support as described in subsections (a) and (b) solely for the current release and the prior Software Upgrade. Nothing in this Agreement obligates Mersive to develop or create Software Updates or Software Upgrades. Mersive reserves the right to establish and maintain contact with any End User in order to facilitate the delivery of any Backline Support needed by such End User. The initial term of Backline Support shall be for one (1) year and shall commence upon the effective date of the end user license agreement entered into between Mersive and the End User. Mersive shall have the right to increase Support Fees on a yearly basis upon ninety (90) days prior written notice.

5. FEES AND PAYMENT.

5.1 Fees. The Fees are as listed in Exhibit A attached hereto. Reseller will pay the Fees to Mersive in accordance with the terms in Section 5.2. All Fees are non-refundable. Credit card payments are subject to a 3% processing fees for amounts over \$3,000.

5.2 Payment Terms. Reseller agrees to pay to Mersive the Fees and any other charges for other services, travel, expenses or charges within thirty (30) days after the date of the invoice therefor. All payments must be made in U.S. dollars. Any amounts not paid when due will accrue interest at one and one-half percent (1½%) per month or the maximum rate permitted by applicable law; whichever is less, from the due date until paid.

5.3 Taxes. Fees exclude, and Reseller will make all payments of the Fees to Mersive free and clear of, all applicable sales, use, and other applicable taxes and all applicable export and import fees, customs duties and similar charges. Reseller will be responsible for, and will indemnify and hold harmless Mersive from, payment of all such sales, use and other applicable taxes (other than taxes based

on Mersive's net income), fees, duties, and charges, and any related penalties and interest, arising from the payment of the Fees or the delivery or license of the Software to Reseller.

6. Warranties.

6.1 Warranties by Reseller. Reseller will not make or publish any representations, warranties, or guarantees on behalf of Mersive or its licensors or suppliers concerning the Software, the User Documentation, the Sol Solution or otherwise.

6.2 Disclaimer. THE SOFTWARE, THE USER DOCUMENTATION, THE SOL SOLUTION, AND ANY SOFTWARE UPDATES OR SOFTWARE UPGRADES ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE. MERSIVE, ON BEHALF OF ITSELF AND ITS LICENSORS AND SUPPLIERS, HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES WITH RESPECT TO THE SOFTWARE, THE USER DOCUMENTATION, THE SOL SOLUTION AND ANY SOFTWARE UPDATES OR SOFTWARE UPGRADES, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, AND ANY WARRANTIES ARISING OUT OF A COURSE OF DEALING OR COURSE OF PERFORMANCE.

7. INDEMNIFICATION

7.1 By Mersive. Mersive will defend at its own expense any third party action against Reseller to the extent it is based upon a third party claim that the Software infringes any copyright or trade secret in the U.S., and Mersive will pay those costs and damages finally awarded against Reseller in any such action that are specifically attributable to such claim or those costs and damages agreed to in a monetary settlement of such action. The foregoing obligations are conditioned on Reseller (a) notifying Mersive promptly in writing of such action; (b) giving Mersive sole control of the defense thereof and any related settlement negotiations; and (c) cooperating and, at Mersive's request and expense, assisting in such defense. If the Software becomes, or in Mersive's opinion is likely to become, the subject of an infringement claim, Mersive may, at its option and expense (i) procure for Reseller the right to continue using the Software; (ii) replace or modify the Software so that it becomes non-infringing; or (iii) accept return of the Software, terminate this Agreement, in whole or in part, as appropriate, upon written notice to Reseller and refund Reseller the Software Fees paid for such Software upon such termination, computed according to a thirty-six (36) month straight-line amortization schedule beginning on the Effective Date. Notwithstanding the foregoing, Mersive will have no obligation under this Section 7.1 or otherwise with respect to any infringement claim based upon (A) any use of the Software not in accordance with this Agreement; (B) any use of the Software in combination with products, equipment, software, or data not supplied by Mersive if such infringement would have been avoided by the combination with other products, equipment, software or data; (C) any use of any release of the Software other than the most current release made generally available by Mersive; or (D) any modification of the Software by any person other than Mersive or its authorized agents or subcontractors. THIS SECTION 7.1 STATES MERSIVE'S ENTIRE LIABILITY AND RESELLER'S EXCLUSIVE REMEDY FOR ANY CLAIMS OF INFRINGEMENT.

7.2 By Reseller. Reseller agrees to defend, indemnify and hold harmless Mersive from and against any claims, suits, losses, damages, liabilities, costs, and expenses (including reasonable attorneys' fees) brought by third parties (including any End User) resulting from or relating to:

(a) any breach by Reseller of its obligations, duties, or responsibilities under this Agreement;

(b) any actions or omissions on the part of Reseller in marketing or promoting the Software or the Sol Solution; or

(c) any representations, warranties, guarantees, or other written or oral statements made by or on behalf of Reseller relating to the Software, the User Documentation and/or the Sol Solution.

8. LIMITATION OF LIABILITY. EXCEPT WITH RESPECT TO A CLAIM FOR INDEMNITY UNDER SECTION 7 OR A BREACH OF SECTIONS 2 OR 10, EACH PARTY'S TOTAL CUMULATIVE LIABILITY IN CONNECTION WITH THIS AGREEMENT, WHETHER IN CONTRACT, TORT OR OTHERWISE, WILL NOT EXCEED THE AMOUNT OF FEES ACTUALLY PAID TO MERSIVE UNDER THIS AGREEMENT. EXCEPT WITH RESPECT TO A CLAIM FOR A BREACH OF SECTIONS 2 OR 10, IN NO EVENT WILL EITHER PARTY BE LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, EXEMPLARY, SPECIAL, OR INCIDENTAL DAMAGES, INCLUDING WITHOUT LIMITATION ANY LOST DATA, LOST PROFITS AND COSTS OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, ARISING FROM OR RELATING TO THE AGREEMENT HOWEVER CAUSED AND UNDER ANY THEORY OF LIABILITY (INCLUDING NEGLIGENCE), EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN ADDITION, RESELLER DISCLAIMS ALL LIABILITY OF ANY KIND OF MERSIVE'S THIRD PARTY LICENSORS AND SUPPLIERS.

9. Proprietary Rights. The Software and the User Documentation, and all worldwide Intellectual Property Rights therein, are the exclusive property of Mersive and its licensors and suppliers. All rights, title and interest in and to the Software, any third party software integrated with the Software and any copies thereof, including all copyright and other Intellectual Property Rights, not expressly granted to Reseller in this Agreement are reserved by Mersive and its licensors and suppliers. Nothing in this Agreement will be deemed to grant, by implication, estoppel, or otherwise, a license under any of Mersive's existing or future patents; Mersive agrees that it will not assert any of its rights under such patents against Reseller based upon the use, and distribution, by Reseller of the Software as permitted by this Agreement. Reseller will not remove, alter, or obscure any trademark or proprietary notices (including copyright notices) of Mersive or its licensors or suppliers on the Software or the User Documentation.

10. CONFIDENTIALITY. The parties previously entered into that certain Confidentiality Agreement as of [REDACTED] (the date the NDA was signed) The terms and conditions of this Agreement, and the parties' disclosures and activities in connection with this Agreement, are Confidential Information (as such term is defined in the NDA) that is subject to the provisions of the NDA. The

parties agree that the NDA shall remain in effect for so long as this Agreement remains in effect, notwithstanding any terms in the NDA to the contrary.

11. TERM AND TERMINATION

11.1 Term. The term of the Agreement will begin on the Effective Date and will continue for a period of two (2) years thereafter, unless earlier terminated by either party as provided in Section 11.2 (the “**Term**”). The Agreement may be renewed for subsequent terms of one (1) year upon mutual written agreement of the parties.

11.2 Termination. Each party may terminate the Agreement at any time and for any reason upon ninety (90) days prior written notice to the other party. Either party may terminate the Agreement if the other party breaches any material provision of the Agreement and does not cure such breach within thirty (30) days after receiving written notice thereof in accordance with Section 12.3.

11.3 Effects of Termination. Upon termination of the Agreement for any reason: (a) any amounts owed to Mersive under this Agreement before such termination or expiration will be immediately due and payable; (b) all rights granted in the Agreement will immediately cease to exist; (c) Reseller must provide Mersive with electronic copies of all support records, and any other information necessary or useful for enabling Mersive to assume the ongoing support obligations for any End Users who elect to obtain such services directly from Mersive; and (d) promptly following confirmation of delivery of the information provided in subsection 11.3(c), Reseller must promptly erase all copies of the Software from Reseller’s computers, and immediately destroy all copies of the Software and User Documentation on tangible media in Reseller’s possession. Notwithstanding the foregoing, Reseller may keep one (1) copy of the Software and User Documentation solely for use by Reseller to support existing End Users through the expiration of the then-current term of the End Users support coverage. For clarity, Reseller shall have no right to renew any First Level Support following the termination or expiration of this Agreement.

11.4 Survival. Sections 1 (Definitions), 5 (Fees and Payment), 6 (Warranties), 7 (Indemnification), 8 (Limitation of Liability), 9 (Proprietary Rights), 10 (Confidentiality), 11.3 (Effect of Termination), 11.4 (Survival), and 12 (General), together with any accrued payment obligations, will survive expiration or termination of the Agreement for any reason.

12. GENERAL

12.1 Compliance with Laws. The Software may be subject to export restrictions. Reseller will not export or re-export the Software without all required government licenses and Reseller agrees to comply with the export laws, restrictions, national security controls and regulations of all applicable foreign agencies or authorities. Reseller will defend, indemnify, and hold harmless Mersive from and against any violation of such laws or regulations by Reseller or any of its agents, officers, directors, or employees.

12.2 Assignments. Except as expressly authorized, neither party may assign or transfer, by operation of law or otherwise, any of its rights under the Agreement (including its licenses with respect to the Software) to any third party. Any attempted assignment or transfer in violation of the foregoing will be null and void. Mersive shall have the right to assign this Agreement to any successor to its business or assets to which this Agreement relates, whether by merger, sale of assets, sale of stock, reorganization or otherwise.

12.3 Notices. All notices or demands required hereunder shall be in writing and shall be delivered personally or sent by certified or registered mail, return receipt requested, or by overnight express service, e.g., Federal Express or Airborne Express, to the appropriate party at the address stated above, his or her successor, or other designee or officer of the party. Any notice or demand mailed as aforesaid shall be deemed to have been delivered on the date of delivery or refusal, as the case may be, set forth on the return receipt.

12.4 Governing Law and Venue. This Agreement and the exhibits hereto will be governed by and interpreted in accordance with the laws of the State of Colorado, without reference to its choice of laws rules. The United Nations Convention on Contracts for the International Sale of Goods does not apply to this Agreement. Any action or proceeding arising from or relating to this Agreement shall be brought in a state court in Denver County, or federal court in Denver, Colorado, and each party irrevocably submits to the jurisdiction and venue of any such court in any such action or proceeding.

12.5 Remedies. Except as provided in Sections 7 and 8, the parties’ rights and remedies under the Agreement are cumulative. Reseller acknowledges that the Software contains valuable trade secrets and proprietary information of Mersive, that any actual or threatened breach of Section 2 or 10 will constitute immediate, irreparable harm to Mersive for which monetary damages would be an inadequate remedy, that injunctive relief is an appropriate remedy for such breach, and that if granted, Reseller agrees to waive any bond that would otherwise be required.

12.6 Waivers. All waivers must be in writing. Any waiver or failure to enforce any provision of the Agreement on one occasion will not be deemed a waiver of any other provision or of such provision on any other occasion.

12.7 Severability. If any provision of the Agreement is unenforceable, such provision will be changed and interpreted to accomplish the objectives of such provision to the greatest extent possible under applicable law and the remaining provisions will continue in full force and effect.

12.8 Entire Agreement. This Agreement and the exhibits hereto, constitute the entire agreement between the parties regarding the subject hereof and supersedes all prior or contemporaneous agreements, understandings, and communication, whether written or oral. This Agreement shall not be modified except by a subsequently dated written amendment signed on behalf of Mersive and Reseller by their duly authorized representatives.

By signing below, the parties agree to the terms and conditions of this Agreement. Once signed, any reproduction of this Agreement, or any attachment or exhibit hereto, made by reliable means (for example, photocopy or facsimile) is considered an original and all Software and services ordered under this Agreement will be subject to it.

RESELLER

MERSIVE

Signature: _____

Signature: _____

Printed: _____

Printed: Rob Balgley

Title: _____

Title: CEO

Date: _____

Date: _____

Exhibit A
Software and Pricing

1. Software

Solstice

2. Pricing

Please refer to current reseller price guide in the Mersive Partner Portal

3. Pod Demo Units & Annual Quota

Reseller agrees to buy at least one Solstice Pod Demo Unit (at a discounted rate of \$399) at the time of onboarding. The reseller also agrees to sell an agreed upon number of Solstice licenses/Pods during the one-year period starting from the effective date of this Agreement. Failure to achieve this quota will trigger a partner review which may result in termination of the agreement according to the terms of Section 11.2.

4. End User Information and Software Licensing

Reseller confirms that they understand that licensing a Solstice product to an end user requires the following end user information:

Company/Institution/Organization name
Address
City, State, Zip
Contact name
Email
Phone

This end user information is required for licensing and for access to Mersive technical support.

5. Solstice Maintenance

Solstice products come with 1 year of maintenance, at the initial time of sale. Additional maintenance can be purchased up front, or at the time of expiration. End users must be current on maintenance to access Solstice updates, and Mersive technical support. Pricing for maintenance can be found in the Mersive reseller price guide.

Exhibit B
Marketing and Public Relations Activities

Reseller agrees to commit the necessary resources to promote the relationship, Mersive's progress in the market, and Reseller's success in the use of Mersive's products.

During the term of the Agreement, Reseller shall participate in the following:

1. Documented case studies of customer applications
2. A news release announcement of Reseller's relationship with Mersive and use of Solstice, including a quotation from a key member of Reseller's team, followed by periodic announcements of customer wins
3. Use of Mersive's brand logo in communication materials, websites, presentations, and collateral.
4. A quotation from reseller for use in Mersive communication materials, such as Mersive's websites, presentations, and collateral.
5. Appropriate placement of Mersive's products on reseller's website as well as the use of Mersive marketing materials such as product videos and data sheets
6. Inclusion of Mersive products in marketing events such as trade shows, conferences, and road shows.
7. Participation in routinely scheduled demand generation activities such as out bound email campaigns.
8. Attendance at sales and technical support training.