This Blumira Reseller Agreement (this "Agreement") constitutes a contract between Blumira, Inc., a Delaware corporation with offices at 206 E Huron St, Ste 106 Ann Arbor, MI 48104 ("**Blumira**") and you ("**Reseller**").

1   **PURPOSE.**   Blumira wishes to distribute through you, the Reseller, pursuant to the terms of this Agreement, a subscription service as provided by Blumira to Customers. Reseller desires to obtain the right to act as an independent reseller of Blumira's SaaS Service, subject to the terms and conditions of this Agreement. By applying to become a Blumira Reseller ("Reseller"), you agree to be bound by this Agreement. If you are entering into this Agreement on behalf of a company, organization or other entity, you represent that you have such authority to bind such entity and are agreeing to this Agreement on behalf of such entity. If you do not have such authority to enter into this Agreement or do not agree with these terms and conditions, you may not use the SaaS Service or act as a Reseller of Blumira's SaaS Service.

BY SUBMITTING THE "BECOME A PARTNER" FORM OR CLICKING ON THE "BECOME A RESELLER" BUTTON YOU ARE ENTERING INTO A BINDING, LEGAL CONTRACT WITH BLUMIRA AND AGREE TO BE BOUND BY ALL OF THE TERMS HEREIN.

2   **DEFINITIONS**

2.1 "Customer" means a person or entity that purchases licenses for the use of the SaaS Service from the Reseller for personal or internal use and not for resale.

2.2 "Order" or **"Orders"** means an accepted request to provide SaaS Service for any Customer.

2.3 "Order Form" means a written order form used by Blumira to offer a SaaS Service subscription to the Reseller.

2.4 "**Pass Through Terms and Conditions**" means the then-current Pass Through Terms and Conditions located at https://www.blumira.com/terms/pass_through_terms, governing the use of and access to the SaaS Services by a Customer.

2.5 "SaaS Service" means Blumira's proprietary web-based 'Software-as-a-Service' products and services. The term "SaaS Service" shall also include any Documentation for the SaaS Service provided to Reseller under this Agreement.

2.6 "Support" means technical support and assistance provided by Blumira to Customers through telephone support, on-line or Internet-based support, on-site support, or training related to the use of the SaaS Service during the Order term.

2.7 "Terms and Conditions" means the then-current terms and conditions located at https://www.blumira.com/terms/, governing the use of and access to the SaaS Services by Reseller.

3   **APPOINTMENT**

3.1 Appointment.   Subject to the terms and conditions of this Agreement and Reseller's compliance therewith, Blumira hereby appoints Reseller as an independent, nonexclusive authorized reseller to demonstrate, market, promote, and sell the SaaS Service to Customers, in compliance with this Agreement, and Reseller hereby accepts said appointment. Blumira may sell, and authorize other distributors and resellers to sell, the SaaS Services.

3.2 Reseller Representations, Warranties, and Covenants. Reseller represents, warrants, and agrees that it (1) is, and will remain, knowledgeable about the features and functions of the SaaS Service, (2) will not disparage or portray Blumira or the SaaS Service in a negative light during or after the term of this Agreement, (3) will not make any representations to Customers about the SaaS Service unless such representations are contained within Blumira marketing materials or SaaS Service Documentation, and

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(4) will comply with all applicable law, rules, and regulations applicable to the performance of its obligations under this Agreement, including anti-corruption laws (such as the U.S. Foreign Corrupt Practices Act) and regulations in respect of import or export of the SaaS Services.

3.3 Right to Use Trademarks. During the term of this Agreement, Reseller is authorized by Blumira to use the marks and logos ("Blumira Trademarks") only as set forth in <u>Exhibit A Blumira Brand Guidelines</u> to this Agreement and solely in connection with the marketing, advertisement, and promotion of the SaaS Service. Reseller agrees that it acquires no rights in Blumira Trademarks, that any and all use of the Blumira Trademarks by Reseller, and any and all goodwill resulting therefrom, shall inure to the benefit of Blumira, and it shall comply with any Blumira policies provided by Blumira to Reseller from time to time. To the extent Reseller obtains any right, title or interest in or to any Blumira Trademarks anywhere in the world, Reseller hereby assigns to Blumira all right, title and interest in and to such Blumira Trademarks. Reseller may use additional trademarks, logos, or designations as appropriate but may not remove or replace Blumira Trademarks from the SaaS Service or Documentation without a written agreement from Blumira, agrees not to affix any Blumira Trademark to SaaS Service other than the Blumira SaaS Service, and agrees not to use any mark that embodies a portion of Blumira Trademarks. All rights not expressly granted by Blumira to Reseller under this Agreement are reserved by Blumira, and Reseller may not use the Blumira Trademarks in any form or manner not expressly authorized in this Agreement.

3.4 SaaS Service Limitations. Reseller will not modify, alter, decompile, disassemble, or sublicense the SaaS Service, or copy the SaaS Service except as expressly authorized by this Agreement. All rights not expressly granted to Reseller are reserved to Blumira.

3.5 Resale of SaaS Service. Subject to and conditioned on Reseller's payment of the fees and full compliance with all other terms and conditions of this Agreement, Blumira grants Reseller a non-exclusive, non-sublicensable, non-transferable license to resell, or license the SaaS Service solely to and on behalf of Reseller's Customers for such Customers' internal business use, along with such Documentation as Blumira may make available during the Term. Reseller shall provide any information and assistance reasonably requested by Blumira with respect to any Customers.

3.5.1 Reseller acknowledges and agrees that the SaaS Service is being made available to Reseller pursuant to both this Agreement and the Terms and Conditions, where any use of the SaaS Service by Reseller is pursuant to the Terms and Conditions, and any use of the SaaS Service by Customer is subject to the Pass Through Terms and Conditions.

3.5.2 Reseller shall be required to sign a written contract with each Customer with terms that include an acknowledgment and an agreement to be bound by the Pass Through Terms and Conditions and include an express acknowledgment that Customer has no rights against Reseller's vendors in connection with the SaaS Services.

3.5.3 Reseller shall not provide access to the SaaS Services to any Customer that is a competitor of Blumira. Competitors of Blumira include organizations that provide aggregation, detection and response. If Reseller is unsure whether a Customer is a Blumira competitor, Reseller shall send Customer's information including name and url to partners@blumira.com. In this instance, Reseller must receive consent from Blumira before providing Customer access to either the SaaS Services or any Documentation (herein defined).

4 **BLUMIRA SUPPORT**

During the term of this Agreement, Blumira shall provide Reseller with the following services:

4.1 **Not For Resale ("NFR") Licensing.** During the term of this Agreement and only while Reseller is in full compliance with this Agreement, Blumira will provide Reseller with free INTERNAL USE ONLY, not-for-resale, non-transferrable SaaS Service licenses for up to 100 employees of Reseller ("NFR Licenses"). The NFR Licenses are subject to the Terms and Conditions. Blumira reserves the right to revoke the NFR License if, in its opinion, no reasonable or successful attempt is made to sell the SaaS Services during any Initial Term or Renewal Term (herein defined)

4.2 **Marketing Support.** Blumira will make available upon request product brochures and sales materials for the SaaS Service (the "Documentation").

4.3 **Sales Support.** Blumira will make a representative reasonably available to Reseller to provide consultation by Internet, telephone, and email to assist with Reseller initiatives such as advertising, demonstrations, seminars, trade shows, and training.

4.4 **Technical Support.** Reseller will be given access to Blumira's technical support telephone line and online support services, along with an authorization code as may be required to access technical support. Blumira shall be responsible for the technical support of Customer as described at www.blumira.com/support.

4.5 **Reseller Program Support**. For any Reseller partner-specific questions or Reseller program-related support, email partners@blumira.com.

5 **RESELLER OBLIGATIONS**

5.1 Marketing & Training Efforts. Reseller will exercise commercially reasonable efforts to market, promote, demonstrate, and resell the SaaS Service to Customers. Reseller shall cause its personnel to remain knowledgeable about the functionality of the SaaS Service, including by the attendance of Reseller personnel at remote or on-site training as reasonably requested by Blumira.

5.2 Order Submission. Reseller will provide Blumira requested details about the provisioning of licenses of the SaaS Service to Customer(s) before delivering the SaaS Service. Among other things, Reseller will provide a number of committed users per Customer on the anticipated order to facilitate Blumira's preparation for activation of the SaaS Service for such Customer(s).

5.3 Costs of Distribution. All costs relating to Reseller's marketing, licensing, distribution, installation, and technical support of the SaaS Service shall be borne by Reseller.

6 **PURCHASING, PRICES, AND PAYMENT**

6.1 Ordering. Reseller shall order SaaS Service using a signed Order Form or through blumira.com.

Prices and Fees. Prices and fees will be subject to the terms specified in the Order Form. In addition, Reseller will pay Blumira the fees set forth in the Order Form and based upon the number of users as communicated during Order Submission and for any additional users as shown in Blumira's systems.

6.2 **Subscription**. A subscription to the SaaS Services is provided for the term as set forth in the Order Form. The subscription begins on the date that Reseller signs the Order Form. The Customer, through the Reseller, is subscribing to the SaaS Services for the full length of the applicable subscription. This means that if either the Reseller or Customer terminates prior to the end of the then-current subscription or Blumira terminates access to the SaaS Services as a result of Reseller or Customer default (including without limitation, failure to pay any sum due, for suspected fraud or other activity, and/or for other breach of this Agreement, the Terms and Conditions, the Pass Through Terms and Conditions, or the terms in the Order Form), Reseller will be responsible for any applicable charges for the full subscription through the end of the then-current subscription term, including, without

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limitation, outstanding charges and unbilled charges. In addition, Reseller will not be entitled to a refund for any unused portion of prepaid subscription charges.

6.3 Reseller Prices. Reseller shall determine its own retail prices and upcharges for the SaaS Service.

6.4 Price Increases. If Blumira increases the price for the SaaS Service, the increase will apply to any order received by Blumira after the effective date of the price increase or any renewal term for Customer(s).

6.5 Notice of Price Changes. Blumira shall use its commercially reasonable efforts to notify Reseller of all price changes no later than 30 days prior to the effective date of the change.

6.6 Taxes. The amounts payable under this Agreement are exclusive of all sales, use, value-added, withholding, and other taxes and duties. Reseller shall pay all taxes levied and duties assessed by any authority based upon this Agreement, excluding any taxes based upon Blumira's income. This provision shall not apply to any taxes for which Reseller is exempt and for which Reseller has furnished Blumira with a valid tax exemption certificate authorized by the appropriate taxing authority.

6.7 Payment. Reseller shall pay Blumira based on the amounts and on the schedule set forth in the applicable Order Form executed by the parties. In the event that Blumira does not receive payment from Reseller within thirty (30) days of the due date specified in the Order Form, the invoiced amount will be subject to a financing charge of one and one-half percent (1.5%) or the maximum rate allowed by law, whichever is less. All fees are due to Blumira regardless of whether Reseller has collected corresponding fees from Customer.

7 PROPRIETARY INFORMATION AND NONDISCLOSURE

7.1 Intellectual Property Rights. Reseller acknowledges that Blumira is the sole and exclusive owner of all intellectual property rights in the SaaS Service, including copyright and trade secret. Reseller shall maintain Blumira's proprietary notices on the SaaS Service and will not alter, erase, deface, or overprint any notice on any materials provided by Blumira.

7.2 Confidentiality. During the course of performing this Agreement, each party may have access to confidential or proprietary information of the other party ("Confidential Information"). Confidential Information shall include, without limitation, all customer lists and information relating to the parties' products and pricing. A party's Confidential Information shall not include any information which (i) becomes part of the public domain through no act or omission of the other party; (ii) is lawfully acquired by the other party on a non-confidential basis from a third party without any breach of a confidentiality obligation; (iii) is disclosed by such party to a third party without any obligation of confidentiality; or (iv) was independently developed by the other party without reference to such party's Confidential Information. Each party agrees to use the other party's Confidential Information only as necessary to perform their obligations under this Agreement and to maintain the confidentiality of the other party's Confidential Information using at least the same degree of care in safeguarding the other's Confidential Information as it uses in safeguarding its own Confidential Information, subject to a minimum standard of reasonable diligence and protection to prevent any unauthorized copying, use, distribution, installation or transfer of possession of such information. If required by law, the receiving party may disclose Confidential Information of the disclosing party, provided the receiving party gives adequate prior notice of such disclosure to the disclosing party to permit the disclosing party to intervene and to request protective orders or other confidential treatment therefor.

7.3 Irreparable Harm. Both parties acknowledge that any use or disclosure of the other party's Confidential Information in a manner inconsistent with the provisions of this Agreement may cause the disclosing party irreparable damage for which remedies other than injunctive relief may be inadequate,

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and both parties agree that the disclosing party shall be entitled to receive from a court of competent jurisdiction injunctive or other equitable relief to restrain such use or disclosure in addition to other appropriate remedies, without the necessity of posting any bond or surety.

8 **INDEMNIFICATION**

8.1 By Blumira. Blumira will indemnify and hold harmless Reseller against any claims, liabilities, losses, damages, and expenses (including reasonable attorneys' fees and cost of litigation) to the extent that they are incurred based on a claim that the SaaS Service infringes any United States patent or copyright or misappropriates any U.S. trade secret or violates any contractual right of any person or entity and/or warranty hereunder provided that Reseller gives Blumira prompt written notice of any such claim, allows Blumira to control the defense of such claim, Reseller fully cooperates with Blumira in the defense and all related settlement negotiations, the proceedings take place in the United States, the defense, damages, and expenses do not exceed the revenues received by Blumira from Reseller in the preceding twelve months, and the claims do not allege any wrongful act of Reseller. Reseller agrees that Blumira may elect, at its option, to obtain the right for Reseller to continue the distribution of the SaaS Service, substitute other SaaS Service with similar operating capabilities, or modify the SaaS Service to avoid the claim of infringement. If none of the above options are reasonably available, Blumira may terminate this Agreement.

8.2 By Reseller. Reseller agrees to indemnify and hold harmless Blumira against any claims, liabilities, losses, damages, and expenses (including reasonable attorneys' fees and cost of litigation) to the extent that they are incurred based on a claim of any conduct that constitutes a breach of this Agreement or other wrongful act of Reseller. Blumira shall give Reseller prompt written notice of any such claim, allow Reseller to control the defense of such claim, and Blumira shall fully cooperate with Reseller in the defense and all related settlement negotiations.

9 **LIMITATION OF LIABILITY FOR DAMAGES. EXCEPT FOR A PARTY'S INDEMNIFICATION OBLIGATIONS, A BREACH OF THE OTHER PARTY'S INTELLECTUAL PROPERTY RIGHTS OR RESELLER'S BREACH OF SECTION 7.2, IN NO CASE SHALL EITHER PARTY BE LIABLE FOR CONSEQUENTIAL, SPECIAL, EXEMPLARY, INCIDENTAL, OR INDIRECT DAMAGES, OR FOR LOST PROFITS, OR FOR BUSINESS INTERRUPTION LOSSES, UNDER ANY THEORY OF RECOVERY. IN NO EVENT SHALL BLUMIRA BE LIABLE TO RESELLER IN CONNECTION WITH THIS AGREEMENT FOR DIRECT DAMAGES IN EXCESS OF THE REVENUES RECEIVED BY BLUMIRA FROM RESELLER FOR THE ORDER FORM THAT GAVE RISE TO THE LIABILITY IN THE TWELVE (12) MONTHS BEFORE THE LIABILITY AROSE. EACH PARTY ACKNOWLEDGES THAT THE FOREGOING DAMAGES EXCLUSIONS AND LIMITATIONS OF LIABILITY SET FORTH IN THIS SECTION 9 REFLECTS THE ALLOCATION OF RISK SET FORTH IN THIS AGREEMENT AND ACKNOWLEDGES THAT THE OTHER PARTY WOULD NOT HAVE ENTERED INTO THIS AGREEMENT ABSENT SUCH EXCLUSIONS AND LIMITATIONS OF LIABILITY OR THAT THE PRICES PAID BY CUSTOMER FOR THE SAAS SERVICES WOULD HAVE BEEN HIGHER.**

10 **WARRANTY AS TO LEGAL POWER TO ENTER INTO AGREEMENT.** Each party represents and warrants that it is validly existing and duly organized and that it has the full authority to perform its obligations under this Agreement.

11 **WARRANTY AS TO SAAS SERVICE.** Reseller shall make no representations or warranties concerning the SaaS Services other than the limited warranties included in the Terms and Conditions. Reseller shall be solely responsible for providing, at its own cost, sales, sales support, technical support, training, account management, billing and collection services, solicitation of orders and distribution of marketing materials to its Customers and prospects. Reseller shall not in any way misrepresent, or in any way cause to be ambiguous: (i) Reseller's relationship with Blumira; (ii) Reseller's duties as specified in this Agreement;

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(iii) the features of the SaaS Services or software (including any technical specifications and expected benefits of use); or, (iv) the origin of the SaaS Services or Software. Reseller shall not represent itself as Blumira or as the manufacturer, exclusive agent, or exclusive vendor of the SaaS Services or Software. Reseller is not authorized to offer any SaaS Service warranties whatsoever to Customers. **EXCEPT FOR THE EXPRESS WARRANTY SET FORTH IN BLUMIRA'S SAAS SERVICE TERMS OF SERVICE, BLUMIRA MAKES NO OTHER WARRANTIES RELATING TO THE SAAS SERVICE AND DISCLAIMS ANY OTHER WARRANTIES, WHETHER EXPRESSED OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT.**

BLUMIRA SHALL HAVE NO LIABILITY TO RESELLER, OR, EXCEPT AS OTHERWISE PROVIDED IN THE TERMS OF SERVICE, CUSTOMERS IN THE EVENT OF LOSS OF DATA, DAMAGE OR CONTAMINATION TO DATA, OR ERRONEOUS PROCESSING, ANY RECONSTRUCTION OF CUSTOMER DATA, OR ANY DAMAGES ARISING OUT OF OR RELATING TO ANY SYSTEM FAILURE, ACCESS OR INTERCONNECTION OF THE SAAS SERVICE WITH APPLICATIONS, EQUIPMENT, SERVICES, CONTENT, OR NETWORKS PROVIDED BY CUSTOMERS OR THIRD PARTIES; SERVICE DEFECTS, SERVICE LEVELS, DELAYS, OR INTERRUPTIONS; OR UNAUTHORIZED ACCESS TO OR THEFT, ALTERATIONS, SYSTEM ATTACKS, LOSS, OR DESTRUCTION OF CUSTOMERS', ITS AFFILIATES', OR THIRD PARTIES' APPLICATIONS, CONTENT, DATA, PROGRAMS, CONFIDENTIAL INFORMATION, NETWORK, OR SYSTEMS. BLUMIRA MAKES NO WARRANTY THAT THE SAAS SERVICE WILL BE PROVIDED WITHOUT ERROR OR INTERRUPTION, OR THAT ENCRYPTION OR ANY SECURITY METHODS OR PROCESSES EMPLOYED BY IT WILL ALWAYS BE EFFECTIVE.

12 **TERM AND TERMINATION OF AGREEMENT**

12.1 Term. This Agreement shall continue in force for one (1) year from the date of the Agreement ("Initial Term"). At the end of the Initial Term, and at the end of each Renewal Term thereafter, this Agreement shall be automatically renewed for an additional one (1) year term ("Renewal Term", and together with the Initial Term, the "Term") unless earlier terminated by either party in writing no later than thirty (30) days prior to the end of the then-current term.

12.2 Termination for Cause. Blumira may terminate this Agreement at any time prior to the expiration of the then-current Term if: (i) Reseller defaults in any payment due to Blumira and such default continues unremedied for at least thirty (30) days after receipt by Reseller of written notice; or (ii) Reseller is in default with respect to any other provision of this Agreement and such failure or default continues unremedied for at least thirty (30) days after receipt of written notice by Reseller.

12.3 Termination Without Cause. Either party may terminate this Agreement without cause if it provides the other party at least sixty (60) days prior written notice. Payment obligations of the parties that accrued before the effective date of any termination for convenience shall not be affected by termination under this Section 12.3.

12.4 Automatic Termination. This Agreement terminates automatically, with no further action by either party, if: (i) a receiver is appointed for either party or its property; (ii) either party makes an assignment for the benefit of its creditors; (iii) any proceedings are commenced by, for, or against either party under any bankruptcy, insolvency, or debtor's relief law for the purpose of seeking a reorganization of such party's debts, and such proceeding is not dismissed within sixty (60) calendar days of its commencement; (iv) either party is liquidated or dissolved; or (v) Reseller materially breaches any obligation related to Blumira's proprietary rights.

12.5 Suspension or Termination of SaaS Service Orders. Blumira may suspend or terminate any Order immediately for cause if the Customer associated with the Order violates the Pass Through Terms and Conditions.

12.6 Orders After Termination. If any notice of termination of this Agreement is given, Blumira may accept and process any Orders received from Reseller after notice at its sole discretion.

12.7 Rights on Termination. Upon termination of this Agreement:

    12.7.1 Reseller will cease to use any Blumira Trademark, cease to demonstrate, market, promote, and sell the SaaS Service, and return all Confidential Information of Blumira.

    12.7.2 If Reseller is in default hereunder, and such failure or default continues unremedied for at least thirty (30) days after receipt of written notice by reseller, then the due date of all outstanding invoices for SaaS Service will automatically be accelerated so that they become due and payable on the effective date of termination, even if longer terms had been provided previously. Except as otherwise provided herein, Orders or portions thereof remaining unfulfilled as of the effective date of termination shall automatically be canceled.

    12.7.3 Following the termination of this Agreement, subject to Reseller's payment of the prices and upcharges for the SaaS Service under this Agreement (and if termination of this Agreement is by Blumira under 12.2 or 12.4 above, Reseller shall prepay 100% of the prices for SaaS Services for the duration of the Transition Period for each Customer), Blumira shall continue supplying the SaaS Service to Customers with active accounts for the duration of the term of the Order (each, a "Transition Period"). For clarity, should the Customer choose to continue to use the Blumira service after their then-current term, Blumira can provide Customer with alternative fulfillment options for renewal.

13 GENERAL PROVISIONS

    13.1 Assignment. Neither party may assign this Agreement without the prior written consent of the other party; provided, however that Blumira shall be permitted to assign this Agreement in whole or in part to a successor-in-interest of Blumira's business or a purchaser of substantially all of Blumira's assets or equity.

    13.2 Notices. All notices and demands hereunder shall be in writing and shall be served by personal service or by mail at the address of the receiving party set forth in this Agreement (or at such different address as may be designated by such party by written notice to the other party). All notices or demands by mail shall be by certified or registered mail, return receipt requested, or by nationally recognized private express courier, and shall be deemed complete upon receipt.

    13.3 Governing Law and Dispute Resolution. This Agreement shall be governed by and construed in accordance with the laws of the State of Michigan. A claim or other dispute among the parties whether or not arising from any transaction contemplated (whether or not specifically referred to) by this Agreement, shall not be made the subject of litigation until submitted for mediation in Michigan. The parties agree to the exclusive personal and subject matter jurisdiction, and venue, of the federal courts in the Eastern District of Michigan and state courts in Washtenaw County, Michigan with respect to all such disputes, to the extent legally permissible. The above forum selection clause notwithstanding, in the event Reseller is headquartered outside of the United States, any dispute arising out of this Agreement shall be finally settled by arbitration using the English language in Washtenaw County, Michigan pursuant to the Arbitration Rules and Procedures of JAMS by an arbitrator with substantial experience in resolving complex technology contract disputes, who will be chosen from the appropriate

list of JAMS arbitrators. There is no requirement of mediation for any dispute involving violation of Blumira's intellectual property rights, a request for injunctive relief, or for non-payment of fees.

13.4   Relationship of the Parties. Each party is acting as an independent contractor and not as an agent, partner, or joint venturer with the other party for any purpose. Except as provided in this Agreement, neither party shall have any right, power, or authority to act or to create any obligation, express or implied, on behalf of the other.

13.5   Force Majeure. Neither party shall be responsible for delays or failure of performance resulting from acts beyond the reasonable control of such party. Such acts shall include, but not be limited to, acts of God, strikes, walkouts, riots, acts of war, epidemics, failure of suppliers to perform, governmental regulations, power failures, earthquakes, or other disasters.

13.6   Survival of Certain Provisions. The payment, indemnification, limitation of liability for damages, and confidentiality obligations set forth in the Agreement shall survive the termination of the Agreement by either party for any reason.

13.7   Headings. The titles and headings of the various sections and paragraphs in this Agreement are intended solely for reference and are not intended for any other purpose whatsoever or to explain, modify, or place any construction on any of the provisions of this Agreement.

13.8   All Amendments in Writing. No provisions in either party's purchase orders, or in any other business forms employed by either party will supersede the terms and conditions of this Agreement, and no supplement, modification, or amendment of this Agreement shall be binding, unless executed in writing by a duly authorized representative of each party to this Agreement.

13.9   Third Party Beneficiaries. There are no third party beneficiaries to this Agreement, including Customer.

13.10   Entire Agreement. The parties have read this Agreement and agree to be bound by its terms, and further agree that it constitutes the complete and entire agreement of the parties and supersedes all previous communications, oral or written, between them relating to the license and to the subject matter hereof. No representations or statements of any kind made by either party that are not expressly stated herein shall be binding on such party.

The parties have executed this Blumira Reseller Agreement as of the date first set forth herein. Counterparts or multiple originals may be executed and collectively shall be deemed to be one instrument. The undersigned represent and warrant their authority to act on behalf of their respective entities.

EXHIBIT A

BLUMIRA BRAND GUIDELINES

https://www.blumira.com/blumira_style_guide