

Resolver Inc. One-time Resale Agreement Terms

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THIS RESOLVER ONE-TIME RESALE AGREEMENT ("TERMS") AND THE APPLICABLE ORDER FORM, AS WELL AS ANY DOCUMENTS REFERENCED OR INCORPORATED THEREIN, CONSTITUTE THE LEGAL, BINDING AGREEMENT ("AGREEMENT") BETWEEN RESOLVER INC. AND THE RESELLER PARTNER ("RESELLER") NAMED BELOW OR IN THE APPLICABLE ORDER FORM. BY ENTERING INTO AN ORDER FORM TO RESELL THE RESOLVER OFFERINGS, RESELLER (A) ACKNOWLEDGES THAT RESELLER HAS READ AND UNDERSTANDS THIS AGREEMENT; (B) REPRESENTS AND WARRANTS THAT RESELLER HAS THE RIGHT, POWER, AND AUTHORITY TO ENTER INTO THIS AGREEMENT; AND (C) ACCEPTS THIS AGREEMENT AND AGREES THAT RESELLER IS LEGALLY BOUND BY ITS TERMS.

IF RESELLER DOES NOT AGREE WITH THE TERMS, RESELLER SHOULD NOT INDICATE ACCEPTANCE BY EXECUTING THE ORDER FORM AND RESELLER MUST NOT RESELL THE RESOLVER OFFERINGS.

1. **ENTIRE AGREEMENT.** The Resolver Order Form covering the procurement of the Resolver software-as-a-service application ("Software"), associated technical maintenance and support services ("Support"), and optional professional configuration and integration services, offered under a separate SOW for an additional fee ("Services") (collectively, the "Offerings") together with these One-time Reseller Agreement Terms ("Terms"), and any exhibits or other documents attached or incorporated by reference (collectively the "Agreement"), constitutes the entire agreement between Resolver and the authorized Reseller identified in the Order Form. Any additional or different terms or conditions contained in any other documents are considered material alterations to the Agreement, are expressly rejected and will not be binding upon Resolver. However, if a master reseller agreement exists between Resolver and the Reseller, the terms of that master agreement will prevail over any inconsistent terms of this Agreement. Reseller's execution of an Order Form to which these Terms are attached shall also constitute acceptance of these Terms. Except as expressly provided in this Agreement, there are no representations, warranties, conditions, other agreements or acknowledgements, whether direct or collateral, express or implied, that form part of or affect these Terms.
2. **ONE-TIME APPOINTMENT.** Subject to Reseller's compliance with the terms and conditions of this Agreement, Resolver grants Reseller during the Term (defined below) a one-time, non-exclusive, non-transferable, and non-sublicensable authorization to purchase the Resolver Offerings, solely for resale to the Customer as identified in the Order Form (the "Transaction"), for use by such Customer in accordance with the Resolver Terms of Service. Reseller may not resell the Offerings indirectly through a third party to the Customer. This authorization to resell does not apply to any other end user or other services or products (including without limitations any sale to any related, organization or affiliate, or to any subsequent, additional or renewal sales to the same Customer). The Parties agree that this Agreement is non-exclusive and neither Party will be prevented from entering into similar arrangements with other parties. Nothing set forth herein will interfere with Resolver's relationship with an existing Resolver customer or prohibit Resolver from a direct relationship with a customer in the future.
3. **TERM AND TERMINATION.** The above appointment will begin on the Effective Date of the applicable Order Form ("Effective Date"), and unless extended by the written agreement of the Parties will automatically terminate upon the earlier of: (a) 120 days from the Effective Date; or (b) completion of resale of the Offerings to Customer and receipt of payment for the Offerings by Resolver (the "Term"). Either Party may terminate this Agreement upon five (5) days' notice to the other Party for a material breach of this Agreement which cannot be cured within such period, or the other Party's insolvency.
4. **DELIVERY.** Time is of the essence in Reseller's performance of its obligations under the Agreement. Reseller will immediately notify Resolver if Reseller's performance under the Agreement is delayed or is likely to be delayed. Reseller may reschedule, terminate or cancel any Order Form prior to shipment by Resolver.
5. **INVOICE AND PAYMENT.** Reseller will pay all fees specified in the Order Form (the "Fees"). Upon acceptance of the Order Form, Resolver will invoice Reseller for the fees in the currency set forth in the Order Form and any applicable renewals thereof. All Resolver invoices are due upon Reseller's receipt of the invoice and payable no later than thirty (30) days from the date of the invoice. All fees payable under this Agreement are non-cancelable and non-refundable and must be made without recoupment or set-off. Reseller is responsible for collecting payment from the Customer and will bear all credit risk in connection with payments from such Customer. If any fees are not received from Reseller by the due date, then at Resolver's discretion, such charges may accrue interest at the monthly rate of the lower of 1.5% of the outstanding balance, or the maximum rate permitted by law, from the date such payment was due until the date paid. If any amount owing by Reseller pursuant to this Agreement is thirty (30) or more days overdue, Resolver may, without limiting Resolver's other rights and remedies, suspend provision of any Offerings and/or Customer's access to the Offerings until such amounts are paid in full. Fees for Software are payable regardless of Customer's actual usage of the Software. All costs and expenses incurred in connection with this Agreement will be paid by the Party incurring such costs and expenses.
6. **TAXES.** Reseller will be responsible for all applicable taxes or other charges imposed by any governmental authority relating to Reseller's purchase of the Offerings. If Resolver is obligated to collect or pay taxes for which Reseller is responsible, Reseller will pay Resolver the appropriate amount unless Reseller provides Resolver with a valid tax exemption certificate. Resolver reserves the right to gross up the Fees for the Offerings in an invoice if a withholding prevents Resolver from receiving the actual amount specified in an invoice.
7. **FULFILLMENT.** Reseller shall provide order fulfillment services to Customers, including invoicing Customers, collecting fees from Customers and disbursing monies to Resolver. Reseller shall also collect, maintain and forward to Resolver records (including a copy of each Customer's purchase of subscriptions to the Offerings), and shall forward any subsequent changes or updates to the information contained on the Order to Resolver. Upon receipt of a fully executed Order Form, Resolver will deliver access to the Software and Support Services via electronic means to the Customer in accordance with Resolver's then-current delivery processes and procedures for end user customers. Delivery of Services (if any) shall be direct to the Customer, as set forth in a Statement of Work ("SOW") executed between Resolver and the Customer.
8. **RENEWALS.** Upon expiration of the Initial Subscription Term set forth in the Order Form, Resolver will submit a renewal quote, and submit an invoice, directly to the Reseller for renewal of the Software unless Resolver has received an Order Form for renewal of the Software by the Customer, at the Customer's direction, at least sixty (60) days prior to such expiration date. If a Customer approaches Resolver directly for such renewal, nothing set forth in this Agreement will prohibit Resolver from entering into a direct relationship with such Customer for the purposes of such renewal transaction. Permitted renewals of the Offerings will be subject to the then-existing Customer Terms of Service at renewal.

9. **TERMS OF SERVICE; SOW.** Reseller shall, prior to delivery of the Offerings by Resolver: (i) provide Customer with a copy of, or link to the Resolver Terms of Service (at www.resolver.com/legal); (ii) notify Customer that its use of the Offerings is governed by the terms and conditions of the Resolver Terms of Service; and (iii) include either a copy of or link to the Resolver Terms of Service in each ordering agreement entered into by and between Reseller and the Customer ("Direct Contract"). Resolver shall also be named as a third-party beneficiary to that Direct Contract to the extent required for Resolver to enforce payment for the Offerings, if necessary. Reseller shall not grant to Clients any rights to, or make any warranties with respect to, the Offerings other than those granted or made in the Terms of Service. To the extent Reseller fails to include the Terms of Service in the Direct Contract, then Reseller will indemnify Resolver from and against any liability arising from such failure. If the Order Form also references Services, then if so requested by Resolver, Reseller shall pass-through the applicable SOW to the Customer and assist in obtaining Customer's written agreement thereto.
10. **RESTRICTION.** Reseller will not, nor permit any third party to (i) make any representations, incur obligations or otherwise act on behalf of Resolver in any way other than as explicitly set forth in this Agreement, (ii) solicit the resale of the Offerings in violation of this Agreement or applicable law, including but not limited to reselling the Offerings to anyone engaged in illegal activities or deceptive business practices under applicable laws; (iii) interfere with or disrupt the integrity or performance of the Offerings, (iv) use the Offerings for the benefit of Reseller, its affiliates or any third party, including use of the Offerings to operate as a service bureau, ASP, or hosting service, (v) attempt to gain unauthorized access to the Offerings (including source code), or their related systems or networks, or log-in information; (vi) access, or permit access, to the Offerings for purposes of monitoring their availability, performance or functionality, or for any other benchmarking or competitive purposes, and/or (vii) access or use the Offerings in order to (A) build a competitive product or service, (B) copy any features, functions or graphics of, or data or information in, the Offerings.
11. **PERSONAL DATA.** If a Party provides the other Party with personal information (as defined under applicable law or regulation) including concerning a Customer or its end users, prospects or employees, each Party will only use the personal information in connection with the resale purposes outlined in this Agreement, or as otherwise indicated at the time a Party receives such personal information (the "Intended Purposes"). Neither Party will deliver, disclose or otherwise make such personal information available to the other Party, except as required for the Intended Purposes and unless the other Party has consented to such disclosure and/or the disclosing Party has obtained all necessary consents required from the subjects to whom the personal information relates. With respect to Resolver, the personal information may be maintained in data centers in the United States, Canada, the UK, the Philippines, India or Singapore, or in other parts of the world and the personal information may be accessed by Resolver's and its Affiliates' global personnel and authorized third parties as required for its business purposes and Reseller consents to the aforementioned transfer and access of such personal information. Reseller agrees to comply with all applicable laws, including but not limited to privacy and data protection laws, provide all relevant notices, and gives consent and will obtain any other necessary consent required to share the personal information with Resolver and its authorized third parties for the Intended Purposes. Both Parties shall take appropriate, reasonable technical and organizational security measures to prevent the loss of, damage to, or unauthorized destruction of personal information, and the unlawful access to or processing of personal information. Reseller acknowledges that in connection with the processing of any personal data undertaken in relation to this Agreement (if any): (i) Canadian, U.S., or other non-European data protection legislation or consumer laws may apply; and/or (ii) European data protection legislation may apply.
12. **CONFIDENTIALITY.** Each party agrees to maintain in confidence and safeguard the terms and conditions of this Agreement, including but not limited to: trade secrets, know-how, techniques, business plans/opportunities, personal data, Customer data, financial information, products, services, methods or procedures, customer lists, equipment or systems, and other confidential information ("Confidential Information"), in whatever form, furnished by a party orally or in writing in connection with the Transaction. Each party will use Confidential Information only for the purpose of concluding the Transaction and conducting business in the manner contemplated by the Order Form. Confidential Information does not include information that, as can be proved with documentary evidence: (i) is or becomes generally known or in the public domain, through no fault of the discloser thereof; (ii) was lawfully in the receiving party's possession without restriction as to use or disclosure before its receipt from the discloser; (iii) is received by a party from a third party without a duty of confidentiality; (iv) was independently developed/learned by a party; (v) is required to be disclosed under operation of law; or (vi) is disclosed with the prior written consent of the discloser.
13. **REPRESENTATIONS AND WARRANTIES.**
- a) **Mutual Representation and Warranties.** Each Party represents, warrants and covenants to the other Party that (a) it is duly organized, validly existing and in good standing as a corporation or other entity under the Laws of the jurisdiction of its incorporation or other organization; (b) it has the full right, power and authority to enter into and perform its obligations and grant the rights, licenses and authorizations it grants and is required to grant under this Agreement; (c) the execution of this Agreement by its representative has been duly authorized by all necessary corporate or organizational action of such Party; (d) when executed and delivered by both Parties, this Agreement will constitute the legal, valid and binding obligation of such Party, enforceable against such Party in accordance with its terms, and (d) it will not pass on representations and warranties of the other Party.
- b) **Reseller Representation and Warranties.** Reseller represents, warrants and covenants to Resolver that (i) it will not represent itself as an agent or employee of Resolver and agrees that Resolver has primary control over any communications with Customer regarding the Offerings, (ii) Reseller will not make any representations regarding Resolver or the Offerings except as expressly permitted in the Agreement, (iii) Reseller will comply with the relevant provisions of Resolver's Third Party Code of Conduct and Business Ethics (the "Code"), which is available at <https://www.kroll.com/en/third-party-code-business-conduct-ethics>; and (iv) Reseller will not engage in any deceptive, misleading, illegal or unethical practices that may be detrimental to Resolver or its Offerings, and agrees to comply with the Resolver all applicable federal, state and local laws and regulations while performing its duties under this Agreement.
14. **WARRANTY DISCLAIMER.** TO THE EXTENT ALLOWED BY APPLICABLE LAW, NO OTHER WARRANTIES ARE MADE, EITHER EXPRESSED OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. SOME JURISDICTIONS MAY NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES OR LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY MAY LAST, SO THE ABOVE LIMITATIONS MAY NOT APPLY. IN THAT CASE SUCH WARRANTIES ARE LIMITED IN DURATION TO THE MINIMUM PERIOD REQUIRED BY LAW. NO WARRANTIES APPLY AFTER THAT PERIOD. A PARTY MAY HAVE OTHER RIGHTS THAT VARY FROM JURISDICTION TO JURISDICTION
15. **LIABILITY.** IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY INCIDENTAL, INDIRECT, SPECIAL, CONSEQUENTIAL DAMAGES OR LOSS OF PROFITS ARISING OUT OF, OR IN CONNECTION WITH, THE TRANSACTION, WHETHER OR NOT A PARTY WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. EXCEPT WITH RESPECT TO INDEMNITIES AND CLAIMS FOR INFRINGEMENT OF RESOLVER'S INTELLECTUAL PROPERTY RIGHTS IN THE OFFERINGS, IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY AMOUNTS IN EXCESS OF THE AMOUNT PAID TO SUPPLIER BY RESOLVE UNDER THE ORDER FORM. THESE LIMITATIONS WILL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY PROVIDED HEREIN.

16. **INDEMNIFICATION** Reseller will defend, indemnify and hold harmless Resolver, its Affiliates, and their respective officers, directors, agents and employees against any claims, actions or other proceedings brought against Resolver by a third party for any loss, damage, liability, or expense (including but not limited to attorneys' fees) arising out of (i) any acts or omissions of Reseller arising from any breach by Reseller of any representation, warranty or covenant made by Reseller under this Agreement, and (ii) any breach of an agreement between Customer and Reseller.
17. **INTELLECTUAL PROPERTY.** All subscription-based Offerings are made available by license, not sold, notwithstanding the use of the terms "sell" or "resell" in this Agreement. Reseller acknowledges that Resolver and its third party licensors own the intellectual property rights associated with the Offerings. Except for the rights expressly granted in this Agreement, neither Resolver nor its third party licensors transfers its intellectual property rights in its Offerings to Reseller, Customer, or other third party, and Resolver and its third party licensor's retain sole ownership of all rights, title and interest, including without limitation intellectual property rights, in and to the Offerings. No source code rights are granted to Reseller under this Agreement.
18. **EXPORT REGULATION.** Resolver Offerings and Confidential Information may be subject to US export control laws, including the US Export Administration Act and its associated regulations. Reseller will have the responsibility to obtain any specific approvals, consents, licenses, and/or permits required under U.S. or other law for any export or import of the Offerings. Regardless of any disclosure made by Reseller to Resolver of an ultimate destination of the Offerings and, notwithstanding anything contained in this Agreement to the contrary, Reseller will not: modify, export, or re-export, either directly or indirectly, the Offerings to any destination restricted or prohibited by Export Control, without first obtaining all necessary licenses from the government of the United States or any other country that imposes Export Control; provide the Offerings to any prohibited party on the United States Treasury Department's Office of Foreign Asset Control list of "specially designated nationals and blocked persons", the United States Commerce Department's "denied parties list", the United States Commerce Department's "Bureau of Industry and Security's Denied Persons, Entity, or Unverified List or the Foreign Sanctions Evaders List, or Sectoral Sanctions Identifications List or such other applicable lists; or, export or re-export the Offerings for any end uses prohibited by Export Control.
19. **US GOVERNMENT RIGHTS.** Resolver Software is a "commercial item" as that term is defined at 48 C.F.R. § 2.101, consisting of "commercial computer software" and "commercial computer software documentation" as such terms are used in 48 C.F.R. § 12.212. Accordingly, if Reseller is an agency of the US Government or any contractor therefor, Reseller receives only those rights with respect to the Software as are granted to all other end users under license, in accordance with (a) 48 C.F.R. § 227.7201 through 48 C.F.R. § 227.7204, with respect to the Department of Defense and their contractors, or (b) 48 C.F.R. § 12.212, with respect to all other US Government licensees and their contractors.
20. **DELEGATION.** Either party may delegate the performance of any or all of its obligations hereunder to any of its corporate affiliated companies, provided that such delegating party will remain liable for performance hereunder. Any other assignment of these Terms or the rights and responsibilities hereunder without the other party's prior written consent shall be null and void, unless the assignee is an acquiring party, acquired or merged party, majority owner, a subsidiary or affiliate party including by purchase, merger or operation of law. Subject to the foregoing, these Terms will be binding upon the Parties' respective successors and permitted assigns.
21. **NOTICES.** All notices hereunder will be in writing and will be deemed to have been given upon the day of personal delivery, the third business day after mailing, or the first business day after sending by email. **Notice to Resolver will be to: Resolver Inc., 111 Peter Street, Suite 804, Toronto, Ontario, M5V 2H1 Canada Attention: Law Department and/or legal@resolver.com.** Notices to Reseller will be to the mailing and email address Reseller provides in the Order Form.
22. **RECORDS.** Reseller agrees to maintain complete and accurate records in accordance with generally accepted accounting principles with respect to matters necessary to ensure Reseller's compliance with this Agreement, including but not limited to, ensuring Customer has agreed to the Resolver Terms of Service prior to the Services being made available to Customer. Resolver will have the right, at its own expense and upon reasonable prior notice, to periodically inspect and audit the records of Reseller with respect to matters covered by this Agreement. Such inspection and audit rights will extend throughout the term of this Agreement and for a period of 4 years thereafter.
23. **GOVERNING LAW.** The laws of the Province of Ontario (without regard to its conflict of laws provisions) and all laws of Canada applicable in the Province of Ontario will govern these Terms and all matters arising out of or relating to these Terms. Any legal action or proceeding relating to these Terms will be instituted in the courts of the Province of Ontario. However; if Reseller located in: (i) the United States of America, the laws of the State of Delaware (without regard to its conflict of laws provisions) and any laws of the United States of America applicable in the State of Delaware will govern these Terms and all matters arising out of or relating to these Terms and any legal action or proceeding relating to these Terms will be instituted in the courts of the State of Delaware; or if (ii) in the United Kingdom, Europe, Asia, the Middle East or Oceania, then the laws of England (without regard to its conflict of laws provisions) will govern these Terms and all matters arising out of or relating to these Terms and any legal action or proceeding relating to these Terms will be instituted in the courts of England.
24. **FORCE MAJEURE.** Except for the obligation to pay money, neither party will be liable for any failure or delay in its performance under these Terms to the extent that it is due to any cause beyond its reasonable control, including, without limitation, an act of war, terrorist act, act of God, earthquake, fire, flood, pandemic, embargo, riot, sabotage, labor shortage or dispute, or governmental act, computer attack or malicious act, such as an attack on or through the Internet, or an attack against any Internet service provider, telecommunications facility or hosting facility.
25. **GENERAL.** The Parties are independent entities. Nothing in these Terms will be construed as creating a partnership, joint venture or agency relationship between the Parties. This Agreement is for the sole benefit of the Parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or will confer upon any other person or entity any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of this Agreement. In the event that a portion of these Terms are held to be unenforceable, the unenforceable portion will be construed in accordance with applicable law as nearly as possible to reflect the original intentions of the Parties, and the remainder of the provisions will remain in full force and effect. Failure of either party to enforce rights under this Agreement is not a waiver of such rights and will not operate or be construed to waive any other provision of the Agreement. Any obligations or duties which, by their nature, extend beyond the expiration or termination of the Agreement shall survive the expiration or termination of the Agreement.