

Reseller Agreement

RESELLER INFORMATION

1. Contact Name

2. Mailing Address

,

3. Business Name

ACKNOWLEDGMENT OF RESELLER –Each of the undersigned hereby certifies and represents as follows: The statements and answers given on this application are true and correct. I acknowledge and agree (A) that this application and any amendments shall be the basis for any insurance issued; (B) that the agent does not have the authority to waive any question on this application, to decide if insurance will be issued, or to modify any term or provision of any insurance which may be issued based on this application, only a writing signed by an officer of the Company can change the terms of this application or the terms of any insurance issued by the Company; (C) except as provided in the Conditional Receipt, if issued with the same proposed Insured(s) as on this application, no policy applied for shall take effect until after all of the following conditions have been met: 1) the minimum initial premium must be received by the Company; 2) the proposed Owner must have personally received and accepted the policy during the lifetime of all proposed Insured(s) and while all proposed Insured(s) are in good health; and 3) on the date of the later of either 1) or 2) above, all of the statements and answers given in this application must be true and complete, and the insurance will not take effect if the facts have changed. Unless otherwise stated the undersigned applicant is the premium payor and Owner of the policy applied for. I authorize MIB Group, Inc. and its members or affiliates, my employer or former employer, any consumer reporting agency or governmental agency, medical provider, or any insurer or reinsurer to provide medical or personal information about me that is reasonably required for the purposes stated in this authorization to Transamerica Life Insurance Company, its administrators, representatives or its reinsurers. I understand the information obtained by use of the authorization will be used by Transamerica Life Insurance Company to determine eligibility for insurance, and eligibility for benefits under an existing policy. This authorization will expire 24 months from the date signed. A copy of this authorization shall be as valid as the original. Either my authorized representative or I may receive a copy of this authorization upon request. The Company shall have sixty days from the date hereof within which to consider and act on this application and if within such period a policy has not been received by the applicant or if notice of approval or rejection has not been given, then this application shall be deemed to have been declined by the Company.

1. ACCEPTANCE OF PURCHASE ORDERS

Acceptance: Buyer accepts these terms and conditions through any of the following, whichever occurs first: (a) Buyer submits a purchase order ("**Order**") to TDC; (b) Buyer provides written acknowledgment; (c) Buyer accepts any shipment of any Products; or (d) Buyer performs any other act or expression of acceptance. All Orders are subject to TDC acceptance, which may occur through TDC in writing, Electronic Data Interchange ("**EDI**") acknowledgment, or execution of Order. Such acceptance is expressly limited to these terms and conditions in their entirety without addition, modification or exception, and TDC rejects any term, condition or proposals submitted by Buyer (whether oral or in writing), which are inconsistent with or in addition to these terms and conditions. TDC's silence or failure to respond to any such subsequent or different term, condition or proposal shall not be deemed to be TDC's acceptance thereof. Buyer may not change, cancel or reschedule orders for Products without TDC's prior written consent.

Quotations: Quotes from TDC shall be applicable for the period specified in the quote. TDC reserves the right to allocate the sale of

Products among its buyers. Furthermore, unless otherwise stated on TDC's proposal, quote or invoice: (i) quotes are invitations to tender and are subject to change at any time without notice; (ii) prices are for Products only and do not include taxes, freight, duties or any other charges or fees for additional services (collectively "**Additional Fees**"); and (iii) Buyer is responsible for any and all Additional Fees. Additional Fees also specifically include customs clearance, import or customs duties, VAT, applicable federal, state, municipal and other government taxes (such as sales, use and similar taxes), license fees, freight (except as otherwise provided in TDC shipping policy) and any other similar charges, however designated or levied on the sale or delivery of the Products or measured by the purchase price paid for the Products.

Electronic Orders: These terms and conditions will apply to Orders from TDC using EDI, Buyer's internal or third party portal or any other electronic means

GOVERNING LAW STATE:

Governing law for this agreement shall be within the state listed above.

2. DELIVERY

Unless otherwise agreed in writing, TDC will deliver or arrange to deliver in accordance with TDC's shipping policy in effect on the date of shipment. The current TDC shipping policy is located at <http://tdcontent.techdata.com/content/service/delivery/shipping.aspx>

Domestic: For all domestic transactions, including drop shipments, unless otherwise stated on the front of the invoice, title to the Products and all risk of loss or damage with respect to the Products, except software or services, shall pass to Buyer upon delivery to the carrier or Buyer's representative at TDC's logistics center.

International: For all international transactions, the Product will be sold FCA TDC's logistics center or for drop shipments, FCA warehouse where the Products are located (Incoterms 2010). TDC assumes no responsibility for Additional Fees for the country designated for delivery by the Buyer. Title and risk of loss, except for software or services, shall pass to the Buyer upon delivery to the Buyer or Buyer's representative at TDC's logistics center or, for drop shipments, upon delivery of the Products to the first common carrier.

Delivery is subject to TDC's receipt of all necessary information and documentation from Buyer including all import certificates, exemption, resale certificates, licenses and other documents as may be required from Buyer for export of the Product. Buyer shall notify TDC, no later than five (5) business days after delivery, of any claimed shortages or rejection as to any delivery and must meet all other TDC requirements as stated in TDC return policies located at https://tdcontent.techdata.com/content/service/custrelat/cs_retrn.aspx. Buyer shall provide such notice in writing and with reasonable detail, stating the grounds for any such rejection. Buyer's failure to give such notice within the time specified is deemed an acceptance in full of any such delivery

3. PRICE AND PAYMENT

Buyer shall bear all Additional Fees (except as otherwise provided in TDC shipping policy in above link). TDC's prices set forth on invoice do not include Additional Fees. All information relating TDC pricing is TDC proprietary and confidential and Buyer will keep such information confidential. Buyer must present exemption certificates to TDC prior to shipment if they are to be honored. TDC shall invoice Buyer for all taxes applicable to sales of the Products, itemized by type and jurisdiction, which TDC is required by law to collect from Buyer. Upon Buyer's request, TDC will provide Buyer with sufficient documentation to enable Buyer to complete any necessary tax filings or claim any applicable tax credits for amounts paid to TDC. If applicable law requires Buyer to deduct any amount from the amounts to be paid to TDC due to withholding taxes or any other taxes or levies of any kind, Buyer shall pay all such additional amounts so that the net amounts received by TDC are the amounts specified on the invoice. To the extent that any withholding tax is payable, TDC and Buyer shall mutually collaborate and provide any and all assistance reasonably requested to obtain the benefits of any applicable tax treaty between the country where the TDC entity that accepted Buyer Order is located and the applicable jurisdiction where the withholding tax applied.

Payment Terms: Payment is due as stated on TDC's invoice without offset or any deduction for withholding taxes or other fees. TDC, at its discretion, may require reasonable advance assurances of payment through irrevocable bank letters of credit or otherwise. All unpaid invoices will bear interest at an amount equal to 1-1/2% of the outstanding balance per month (or the maximum rate of interest

allowed to be contracted for by law, whichever is less), starting on the date payment is due. Buyer's failure to make timely payment may result in such action as commencement of proceedings for collection, revocation of credit, cancellation of Orders, stoppage of shipment, delay or cessation of future deliveries, repossession of unpaid delivered goods, and termination of any one or more sales agreements. At any time, TDC may change the terms of Buyer's credit. TDC may apply payments to any of Buyer's accounts. Notwithstanding any "net" payment provisions specified on the invoice, TDC shall have no continuing obligation to deliver Products on credit, and any credit approval may be withdrawn by TDC at any time and without prior notice. Prior to accepting an Order, TDC may require Buyer to grant TDC a security interest in the Product, plus all accounts resulting therefrom as a condition of accepting an Order. Buyer agrees to execute a Security Agreement in a form acceptable to TDC, and Buyer authorizes TDC to file such financing statements as TDC deems appropriate to perfect and/or continue TDC's purchase money security interest therein.

Collections: : If TDC engages an attorney or collection agency for the purpose of collection, or enforcing TDC's security interest in the Products, with or without litigation, Buyer shall pay any and all associated costs, including, without limitation, attorneys' fees and costs (whether incurred prior to, during, or subsequent to trial), collection, bankruptcy, or other creditor's rights proceedings. TDC reserves the right to effect a recoupment, to set off of any funds due at any time to Buyer from TDC, and to set off any amounts against amounts owed by Buyer to TDC.

Currency: : If a sale is to occur (or the Product is to be shipped) outside of the United States, Buyer acknowledges and agrees that the amount due TDC is contracted in U.S. Dollars and that payment in U.S. Dollars is of the essence. Any payment by Buyer in local currency or the receipt by TDC of local currency as a consequence of enforcement procedures against Buyer will be deemed (a) an authorization for TDC to use that local currency to purchase U.S. Dollars or, (b) if such purchase is prohibited by local law, an authorization to purchase appropriate bonds or other instruments and export them from the Buyer's country in order to convert the currency into U.S. Dollars and apply the proceeds to the payment of any amounts owed to TDC by Buyer. Buyer is responsible for any deficiency as a result of conversion of payment into U.S. Dollars.

4. RETURNS

TDC's Product Return policies in effect on the date of the invoice, or as otherwise provided by TDC to Buyer in writing, will control any return of Products. All Orders for Products that TDC identifies as non-standard or "NCNR" are non-cancelable and non-returnable. TDC may identify Products as NCNR by various means including, but not limited to, quotes and product lists. TDC's Product Return policies are located at https://tdcontent.techdata.com/content/service/custrelat/cs_retrn.aspx. TDC reserves the right to modify or eliminate such policies at any time. The right to return defective Products as set forth herein shall constitute TDC's sole liability and Reseller's exclusive remedy in connection with any claim of any kind relating to the quality, condition, or performance of any Product, whether such claim is based upon breach of contract, warranty, negligence or other tort, breach of any statutory duty, indemnity or contribution, the failure of any limited or exclusive remedy to achieve its essential purpose, or otherwise. If TDC issues a return authorization to Buyer allowing Buyer to return Product to TDC, Buyer will deliver the Product to TDC's specified address in the United States and Buyer shall bear Additional Fees designated or levied, on any replacement Product to be shipped by TDC to Buyer. If TDC determines such Products are not eligible for return, TDC will, at its sole discretion, send such Products back to Buyer on freight collect basis, or hold such Products (at Buyer's expense) for Buyer's collection and on Buyer's account.

5. DISCLAIMER OF WARRANTIES

Although TDC's policies may permit Buyer to return defective Products under certain circumstances as specified in Section 4, TDC makes no representations or warranties of any kind with respect to the Products, including but not limited to Product information. TDC HEREBY DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, AS TO THE PRODUCTS OR OTHERWISE, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF MERCHANTABILITY, NON-INFRINGEMENT, OR FITNESS FOR A PARTICULAR PURPOSE. TDC WILL NOT BE LIABLE FOR ANY DAMAGE, LOSS, COST, OR EXPENSE FOR BREACH OF WARRANTY. Any express warranties with respect to Products are provided by the Vendor. TDC will pass through to Reseller such warranties to the extent it is legally permitted to do so. Reseller shall not provide or make any representations and warranties on behalf of or purporting to bind TDC or the Vendor other than express warranties for the Product(s) provided by the Vendor

6. LIMITATION OF LIABILITY

SUBJECT TO THE LIMITATIONS OF SECTIONS 4 AND 5, TDC'S LIABILITY FOR DAMAGES ARISING UNDER THESE TERMS AND CONDITIONS, OR OTHERWISE WHETHER IN CONTRACT, TORT, OR OTHERWISE, WILL: (1) BE LIMITED TO ACTUAL, PROVEN, DIRECT DAMAGES; AND (2) WILL NOT EXCEED THE NET AMOUNT PAID TO TDC BY BUYER FOR THE PRODUCT THAT IS THE SUBJECT OF THE CLAIM. TDC SHALL NOT BE LIABLE UNDER ANY CIRCUMSTANCES FOR ANY SPECIAL, CONSEQUENTIAL, INCIDENTAL, PUNITIVE, OR EXEMPLARY DAMAGES ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE AGREEMENT TO SELL PRODUCT TO BUYER OR THE PRODUCT, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOST PROFITS, LOSS OF USE, LOST DATA, COSTS OF COVER, OR FOR ANY DAMAGES OR SUMS PAID BY BUYER TO THIRD PARTIES, EVEN IF TDC HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING LIMITATION OF LIABILITY APPLIES WHETHER ANY CLAIM IS BASED UPON BREACH OF CONTRACT, WARRANTY, NEGLIGENCE OR OTHER TORT, BREACH OF ANY STATUTORY DUTY, INDEMNITY OR CONTRIBUTION, THE FAILURE OF ANY LIMITED OR EXCLUSIVE REMEDY TO ACHIEVE ITS ESSENTIAL PURPOSE, OR OTHERWISE.

7. STREAMONETM

StreamOneTM is an online platform offered by TDC. If Buyer chooses to use StreamOneTM, Buyer's use is subject to these terms and conditions, and any additional StreamOneTM platform agreements, which will be communicated to Buyer at the time of purchase. The additional terms found in this Section 7 will specifically apply to all sales by TDC through StreamOneTM. All data and other information available on StreamOneTM are proprietary, confidential and the sole property of TDC or third parties licensing such information to TDC

Electronic Delivery / Access: Unless otherwise agreed in writing, the Products made available through StreamOneTM will be made available for use by software download or the transmission of (or access to) enabling information electronically.

Credit Card Authorization: If Buyer pays by credit card, Buyer represents that it is the owner of or is authorized to use the credit card and Buyer authorizes TDC to charge the credit card for all transactions through the StreamOneTM platform, unless otherwise specified. If TDC extends credit to Buyer, Buyer will be invoiced on the agreed upon terms.

Automatic Renewals and Recurring Services: For Products made available on a subscription or recurring term basis ("**Subscriptions**"), Buyer agrees that TDC may invoice Buyer for automatic renewals and recurring Subscriptions, using Resellers initial purchase order number as authorization for subsequent invoices until Buyer properly cancels the applicable Subscription. Buyer further agrees to notify end users of the applicable renewal or recurring Subscriptions and payments due therefore, and acknowledges that Buyer's obligation to pay is not conditioned on: (a) TDC's invoice for such Products, (b) Buyer's placement of a renewal purchase order, or (c) Buyer's receipt of a renewal order from its customer.

Buyer further acknowledges that information from the end user is necessary for end users to access or use certain Products. Buyer agrees to provide such information as requested by the Vendor to both TDC and the Vendor. Buyer represents and warrants that Buyer has properly obtained the consent of the end user to provide said information to TDC and the Vendor. If Buyer defaults on these terms and conditions, TDC reserves the right to move Buyer's end users to another reseller or other provider to avoid interruption of access by the end user.

8. BUYER'S OBLIGATIONS

Compliance with Laws: Buyer represents and warrants that it will comply with all applicable laws, codes, and regulations. Buyer further acknowledges and agrees that the Products are subject to the export control laws and regulations of the United States, including, but not limited to, the Export Administration Regulations, and sanctions regimes of the U.S. Department of Treasury, Office of Foreign Asset Controls. Buyer shall not, without prior U.S. government authorization, export, reexport, or transfer any Products, either directly or indirectly, to any country subject to a U.S. trade embargo, or to any resident or national of any such country, or to any person or entity listed on the "Entity List" or "Denied Persons List" maintained by the U.S. Department of Commerce or the list of "Specifically Designated Nationals and Blocked Persons" maintained by the U.S. Department of Treasury. In addition, Buyer may not export, re-export, or transfer Products to an end-user engaged in activities related to weapons of mass destruction. Such activities include, but are not necessarily limited to, activities related to the design, development, production, or use of: (1) nuclear materials, nuclear facilities, or nuclear weapons; (2) missiles or support of missiles projects; (3) chemical or biological weapons; and (4) life support systems, human implantation, or any other application where Product failure could lead to loss of life or property damage.

Vendor Restrictions: Buyer acknowledges and agrees that some Product sales are limited to a specified territory and shall not sell Products outside that territory. Such sales may constitute copyright or trademark infringement. Products purchased by Buyer may also

be subject to additional usage restrictions or authorizations or terms and conditions imposed by the Vendor. Buyer is responsible for ensuring compliance with any such restrictions, authorizations or terms and conditions. Buyer shall comply with any applicable rights of third parties regarding Products, including software or other intellectual property, such as patents, copyrights, and user licenses.

Anti-Bribery Anti-Corruption: Buyer agrees it has not and will not in the future directly or indirectly offer or pay, or authorize the offer or payment of, any money or anything of value in an effort to influence any government official or any other person in order to improperly obtain or retain business or gain an improper business advantage, and has not accepted, and will not accept in the future, any such payment.

Software: Software is the machine-readable (object code) version of computer programs ("Software"). To the extent Buyer purchases or licenses Products containing Software, Buyer shall not, directly or indirectly, modify the features or functionality of, copy or create derivative works using all or any portion of, decompile, or otherwise reverse engineer or attempt to reverse engineer or derive source code, techniques, algorithms or processes from the Software or permit or encourage any third-party to do so. Buyer's use of Software and any related documentation is governed by the Software's applicable license agreements. Software embedded in or bundled with hardware must be used solely with the device for which it was intended and may not be transferred separately.

Buyer authorizes TDC to accept, on Buyer's behalf, any end-user license agreement, or similar agreement for Products. Buyer shall secure this same authority from its end user customers. TDC has no obligation to accept any end-user license agreements, but may use its sole discretion to exercise its authority. Buyer acknowledges that Vendor or Vendor's third-party licensors will provide any license required to use the Product and not TDC.

Records and Audit: Buyer will keep, provide and allow TDC to audit, complete and accurate records related to this Agreement including records relating to sales during the term of this Agreement and for seven (7) years from the date of the record, or longer if required by the applicable Vendor.

Refunds: Buyer will reimburse to TDC any funds provided to Buyer by TDC or the Vendor, which TDC is obligated to return to the Vendor (or which TDC expected to but did not receive from the Vendor). These funds include but are not limited to discounts, fees, and marketing funds. TDC may also recover such refunds by offsetting any amounts due to Buyer from TDC.

Notices and Communications: Buyer consents to receive all communications from TDC or Vendor regarding Products and shall promptly notify TDC in writing of all changes to Buyer's name, address, and control/ownership of its assets. Additionally, Buyer consents to allow TDC to contact Buyer's customers and end users regarding Products.

Indemnification: Buyer will indemnify, defend, and hold TDC harmless of and from any and all liabilities, losses, and damages (including costs, expenses, and attorney's fees, and costs of establishing rights to indemnification) for any claim including: (i) breach by Buyer of any warranty, representation, or covenant under this Agreement; (ii) breach by Buyer of any agreement with Vendor or Buyer violation of the rights of a Vendor; (iii) non-compliance with requirements hereunder or with applicable laws, regulations, directives, or ordinances; or (iv) claims arising from Buyer's negligence or willful misconduct; or (v) claims arising from TDC's compliance with Buyer's designs, specifications or instructions; modifications of any Product by anyone other than TDC; use or sale of Products in combination with other products or in violation of the Vendor's applicable specifications and/or documentation.

9. GOVERNMENT SALES

Buyer has an affirmative duty to notify TDC in writing during the quotation, request, and order process of any product sourcing restrictions, including the Trade Agreement Act ("**TAA**"), Buy American Act, or other sourcing restrictions that apply to the Products.

TDC is a distributor of "Commercial Items" as defined in FAR 2.101. TDC does not intend to sell Products, whether to the U.S. Government or a higher-tier contractor, that fail to meet the "commercial item" definition in FAR 2.101. Accordingly, TDC agrees only to the clauses in the Federal Acquisition Regulation ("FAR") and agency FAR supplements (as applicable based on the U.S. Government customer) that are explicitly required to be inserted in a subcontract for commercial items, as set forth in FAR 52.244-6(c)(1) or an agency FAR supplement. In accordance with FAR 12.211, Buyer will receive only those rights in technical data customarily provided to TDC by the manufacturers. By no means will this be interpreted as providing to Buyer unlimited rights in data, software, or intellectual property rights provided by the manufacturers or any other third party. To the extent Buyer is not an authorized GSA Buyer, TDC specifically rejects the requirements of the: (i) Trade Agreements Act, FAR 52.225-5 or DFARS 252.225-7021; and (ii) the Buy American

Act, FAR 52.225-1 or DFARS 252.225-7001. TDC does not accept any Preference for Domestic Specialty Metals regulations unless the Vendor expressly represents and warrants that the Products provided through TDC are compliant.

10. GENERAL

Entire Agreement: This Agreement contains the entire agreement of the parties with respect to the subject matter hereof, and supersedes any and all prior negotiations, representations and agreements, whether written or oral, between the parties with respect to the subject matter hereof. Each party acknowledges that no representations, inducements, promises or agreements, orally or otherwise have been made by any party. Further, TDC is not obligated to sell Product to Buyer under this Agreement. No other agreement, statement or promise modifies these terms and conditions unless it is in writing and signed by both parties. Any TDC waiver or default of one or more of these terms and conditions is not a waiver of the remaining terms and conditions or of any future defaults. No failure or delay by either party in exercising or enforcing any right hereunder shall operate as a waiver thereof or preclude any other exercise or enforcement of its rights.