

APPLANIX CORPORATION
RESELLER ADDENDUM TO TERMS AND CONDITIONS OF SALE

1. **APPLICABILITY.** This Reseller Addendum to Terms and Conditions of Sale (“**Addendum**”) amends, modifies and is incorporated by reference into the Applanix Terms and Conditions of Sale between Applanix and Buyer (“**Terms**”). Capitalized terms used but not defined in this Addendum shall have the meaning set forth in the Terms. In the event of any conflict between the Terms and this Addendum, this Addendum will govern to the extent of the conflict. For clarity, all terms and conditions of the Terms that apply to Buyer’s purchase of Products, including, but not limited to, payment, delivery, warranty disclaimers, limitations of liability, confidentiality and governing law, will apply with respect to Buyer’s activities as a reseller of Products under this Addendum.

2. **RIGHT TO DISTRIBUTE.** Subject to these Terms, Applanix hereby grants Buyer a non-exclusive, non-sublicensable, non-transferable right to resell and distribute Products purchased under the order to which these Terms are attached directly to end user customers (“**End Users**”), but solely for use by such End Users and without any right of redistribution. This right is conditioned upon Buyer ensuring that each End User is bound by the applicable End User Terms, as described in Section 3 below. In addition, Applanix may, from time to time, make available to Buyer certain written and online program materials containing guidelines, restrictions and other details about resale and distribution of Products (including, without limitation, “house” accounts that Buyer may not approach and restrictions on geographic territory in which resale is permitted). Continued eligibility to resell or distribute Products shall be subject to Buyer meeting the requirements set forth in such program materials.

3. **END USER TERMS.** Buyer agrees that it will ensure that each End User becomes bound by the then-current version of Applanix’s Terms and Conditions of Sale, including any applicable EULA, (“**End User Terms**”) by: (i) notifying each End User in writing in advance of purchase that the Products are subject to the End User Terms and that to place an order the End User must agree to such terms with Applanix; (ii) including either a copy of or link to the End User Terms (as provided by Applanix) in each quote and order form issued to each End User; (iii) not removing or obscuring the End User Terms, superseding the End User Terms with other terms and conditions, or in any manner interfering with each End User’s review and acceptance of the End User Terms; and (iv) if requested by Applanix, obtaining a signed copy of the End User Terms from the End User. For the avoidance of doubt, Buyer has no authority to negotiate the terms of the End User Terms and Buyer will immediately refer any End User questions or comments regarding the End User Terms directly to Applanix. Each End User’s purchase of Products will be conditioned upon their acceptance of and subject to the End User Terms with Applanix (except for payment and fulfillment terms which will be as agreed between Buyer and End User). If Buyer becomes aware of any unauthorized use of the Products or of any failure by an End User to comply with any End User Terms, Buyer shall immediately notify Applanix in writing and use its best efforts, at Applanix’s direction, to assist Applanix in the enforcement of the End User Terms.

4. **NON-EXCLUSIVE; NO FURTHER OBLIGATION.** The rights granted to Buyer hereunder are non-exclusive and nothing in this Addendum shall be deemed to prohibit Applanix from entering into any reseller, distributor, channel, OEM, end user or other agreement with any party anywhere in the world or itself selling or distributing any Products. Applanix’s acceptance of an order from Buyer does not obligate Applanix to sell to, or allow the distribution or resale by, Buyer of any additional Products not specified on such order.

5. PURCHASE ORDER REQUIREMENTS. In addition to the requirements set forth in the Terms, if requested by Applanix, Buyer will include on each purchase order (i) indication that the Products are “For Resale” and (ii) the End User receiving the Products.

6. RESELLER OBLIGATIONS. Buyer shall independently determine the pricing at which it offers the Products to End Users. Buyer shall not make any representations, guarantees or warranties of any type with respect to the specifications, features or capabilities of or otherwise concerning the Products or Applanix’s Services that are in addition to or inconsistent with those set forth in the End User Terms or the product descriptions or promotional materials delivered by Applanix to Buyer hereunder. In no event shall Buyer make any representation, warranty or guarantee by or on behalf of Applanix. Buyer shall represent Applanix and the Products in a positive and professional manner at all times. Buyer agrees not to engage in any deceptive, misleading, illegal or unethical practices that may be detrimental to Applanix or the Products and agrees to comply with all applicable international, federal, state, provincial and local laws and regulations (including, without limitation, data protection, privacy and import and export compliance laws and regulations) in connection with its activities hereunder. Buyer will defend, indemnify and hold harmless Applanix from and against any loss, cost, liability or damage, including attorneys’ fees, for which Applanix becomes liable arising from or relating to the issuance by Buyer of any warranty or representation not authorized in writing by Applanix or any other act or omission of Buyer in connection with Buyer’s distribution or resale of Products. Applanix may participate in the defense of any such claims by counsel of its own choosing, at its cost and expense. Buyer will not settle any claim without Applanix’s prior written consent if the settlement requires Applanix to take any action, refrain from taking any action or admit any liability.

7. REFUNDS TO END USERS. If Applanix determines, in its sole discretion, that a refund is necessary to satisfy a warranty claim from an End User, upon return of the defective Product by the End User Applanix shall refund the purchase price paid by Buyer directly to Buyer and Buyer shall be responsible for refunding the End User the amounts paid by the End User to Buyer for the defective Product within thirty (30) days of receipt of such amounts from Applanix. Notwithstanding the foregoing sentence, Applanix may issue any refund directly to the applicable End User (and in such case Buyer will remit to such End User the difference between the amount refunded by Applanix and any amounts previously received from such purchase by Buyer, if applicable). In no event will Applanix be liable for refunds exceeding the purchase price of the defective Product paid to Applanix by Buyer.

8. END USER SUPPORT. Applanix will provide technical assistance and support services directly to End Users in accordance with the Terms. If requested by Applanix, Buyer will provide reasonable assistance and cooperation to Applanix in connection with providing such assistance and services to an End User.

9. CONSIGNMENT. If separately agreed by the parties, Applanix may deliver units of Product to Buyer on consignment for resale to End Users (“**Consignment Product**”). The number of units of Consignment Product shall be as set forth in an initial blanket purchase order from Buyer which has been accepted by Applanix. Buyer shall set aside at its premises a dedicated location for the storage of Consignment Products (i.e. no other property will be stored in such location) and Buyer shall remain responsible for secure storage of Consignment Products consistent with security of Buyer’s overall premises, cost of storage, insurance and all risk of loss or damage to Consignment Products while stored by Buyer. Consignment Products are provided solely for resale to End Users and not for Buyer’s own use. Notwithstanding anything to the contrary in the terms, Applanix shall retain title of Consignment Products until payment is received from Buyer. From time-to-time Buyer may remove Consignment Products from its stocking location for shipment to End Users. Consignment Products shall be deemed

ordered by Buyer when removed from Buyer's stocking location and Buyer shall immediately issue a purchase order release to Applanix stating the number of units and type of Consignment Product removed for shipment to End User. Applanix will invoice Buyer based on Buyer's release. Notwithstanding anything to the contrary in the Terms, the Warranty Period for each unit of Consignment Product shall begin upon shipment from Buyer to End User. Buyer shall purchase all remaining inventory of Consignment Products not shipped to End Users within one hundred eighty (180) days of initial delivery by Applanix and Applanix will issue an invoice for such remaining inventory at the end of such period. Buyer will deliver to Applanix within ten (10) days of the end of each month a report showing current inventory of Consignment Products and sales of Consignment Products to End Users during the month. Upon ten (10) days advance written notice, Buyer shall permit Applanix or its representative to review any books and records of Buyer which relate to Buyer's storage and sale of Consignment Products to ensure Buyer's compliance with its obligations to Applanix. Any such audit will be conducted during normal business hours and in a manner designed to cause minimal impact on Buyer's ordinary business activities. Buyer shall maintain all records required for at least three (3) years following sale to an End User.

10. FOREIGN CORRUPT PRACTICES. Buyer represents and warrants that (i) in connection with its activities hereunder, it has not and will not make any payments or gifts or any offers or promises of payments or gifts of any kind, directly or indirectly, to any official of any local or foreign government or any agency or instrumentality thereof and (ii) it will comply in all respects with the *Criminal Code* (Canada), the U.S. Foreign Corrupt Practices Act, the Canadian *Corruption of Foreign Public Officials Act*, or any similar law.

11. TERMINATION. Applanix may terminate this Addendum and/or cancel any unfulfilled orders placed hereunder immediately by written notice upon Buyer's material breach of the Terms.