



BRANDLIVE RESELLER AGREEMENT

THIS RESELLER AGREEMENT ("Agreement") is entered into as of the last date signed below, ("Effective Date") by and between Brandlive Inc., an Oregon corporation located at 3303 N. Mississippi Ave, Suite 200, Portland, OR. 97227 ("Brandlive") and a [corporation, limited liability company, other entity] located at _____ ("Reseller").

WHEREAS, Brandlive is the owner and/or licensee of certain technology, products and services relating to the streaming, production, distribution and hosting of pre-recorded and live video events and sessions; and

WHEREAS, Reseller desires to be a reseller of certain Brandlive products and services and to make such products and services available to third party end customers ("End Customers").

NOW, THEREFORE, in consideration of their mutual promises contained herein and for other good and valuable consideration, the receipt, adequacy, and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. APPOINTMENT.
 - 1.1 Reseller Appointment. Subject to the terms and conditions of this Agreement, Brandlive hereby appoints Reseller, and Reseller hereby accepts appointment, as a non-exclusive reseller of the Brandlive Products and Services listed in Exhibit A ("Brandlive Products & Services").
 - 1.2 Independent Contractor. Reseller shall conduct its business for its own account, as an independent contractor, in its own name, and not as an agent, employee, partner or joint venturer of Brandlive. Except as expressly provided in this Agreement, Reseller has no authority to enter into any agreements or arrangements on behalf of or in the name of Brandlive and has no authority to bind or obligate Brandlive. Reseller is solely responsible for its business activities.
2. TRADEMARKS AND TRADE NAMES. During the term of this Agreement, Brandlive grants to Reseller, and Reseller grants to Brandlive, a limited, non-exclusive, royalty-free license to use the other party's name and logo as provided by each party to the other party (the "Marks") for the sole purpose of promoting their relationship and fulfilling their responsibilities under this Agreement. Neither party may modify, sublicense or create new marks arising from or relating to the other party's Marks. Except for the limited right to use the Marks as set forth in this Section 2, nothing contained in the Agreement shall be construed to grant to a party any right, title or interest in or to any Marks of the other party.
3. OBLIGATIONS OF THE PARTIES.
 - 3.1 Brandlive Obligations.
 - 3.1.1 Marketing Materials. Brandlive may provide Reseller marketing materials to enable Reseller to promote the Brandlive Products and Services to End Customers. Brandlive retains all right, title and interest in and to its marketing materials. Brandlive may make such marketing materials available on its partner platform.

- 3.1.2 Demo Channel. In accordance to the fees set out in Section 4.1, Brandlive will provide Reseller with a demo channel to showcase the platform to prospective and current End Customers. This license will be issued with a single broadcast streaming channel. Reseller may demo video pages and sessions to no more than 5 concurrent viewers. Demo Channels are subject to the Terms of Service set forth on www.brand.live/legal.
- 3.1.3 Onboarding and Support. Onboarding is included for Reseller at the beginning of the license, and account support is available for Reseller to customize new sessions.
- 3.1.4 Brandlive Products and Services. Brandlive will fulfill orders entered into by Reseller pursuant to this Agreement and provide the Brandlive Products and Services to the End Customers pursuant to the terms of the then applicable Brandlive Services Agreement ("Terms") (located at www.brand.live/legal). In addition, when reselling text message archiving, Reseller must include the text message archiving terms provided in Exhibit A to this Agreement in the End Customer order form. Video production services are not included, but can be contracted through additional Orders.
- 3.2 Reseller Obligations.
 - 3.2.1 Promotion. Reseller will use commercially reasonable efforts to endorse and promote Brandlive Products and Services to potential End Customers at its sole cost and expense. In connection with Reseller's promotion of the Brandlive Products and Services Reseller must provide to Brandlive for its review and written consent prior to use all artwork, advertisements, editorial copy, educational content, newsletters, promotional materials, order forms, selling aids, websites, displays and materials, and other materials Reseller plans to use in connection with the marketing or sale of Brandlive Products and Services, or that contain Brandlive Marks.
 - 3.2.2 Placing Orders; Pricing. Reseller will obtain orders from End Customers for Brandlive Products and Services and provide orders to Brandlive. Reseller may determine the price it charges End Customers in its sole discretion. Reseller shall pay Brandlive the Fees for the Brandlive Products and Services described in each order in accordance with the pricing in Exhibit A.
 - 3.2.3 Orders. Reseller shall submit orders for Brandlive Products and Services to Brandlive for the applicable End Customer (an "Order" or "Orders"). Upon submission of an Order to Brandlive, Reseller represents and warrants that the Order is a firm commitment of the End Customer for the commitment specified in the Order and for the full term specified in the Order submitted to Brandlive. All Orders are subject to acceptance or rejection by Brandlive. Brandlive may reject an Order if (i) the End Customer is an end customer of another reseller (ii) the Order is inaccurate or does not conform to this Agreement, or (iii) as otherwise determined by Brandlive.
 - 3.2.4 Representations and Warranties to End Customers. Reseller shall make no representations, warranties or guarantees on behalf of Brandlive to End Customers or to any third party. If Brandlive makes representations or warranties to End Customers, they will be as provided in the Terms.
 - 3.2.5 Non-Solicit. During the Term and for a period of two years after termination of the Agreement, Reseller will not directly or indirectly, solicit, divert or attempt to circumvent or interfere with any business relationship that exists between Brandlive and any Brandlive customer, prospective customer, reseller or other partner.
 - 3.2.6 Standard of Care. Reseller shall conduct its business in a professional manner that reflects the highest standard of care within its industry and reflects favorably at all times on the Brandlive Products and Services, and on Brandlive's goodwill and reputation. Reseller shall avoid deceptive,

misleading or unethical practices. Reseller shall make no false or misleading representations regarding Brandlive Products and Services. Reseller shall not solicit or fill Orders from any person or company that engages in, or that Reseller reasonably believes engages in illegal or deceptive trade practices or any other practices prohibited by the laws, regulations or practices of any applicable federal, state or local authority.

- 3.2.7 Non-Disparagement. Reseller shall not directly or indirectly disparage Brandlive or the Brandlive Products and Services.
- 3.2.8 Insurance. During the term of this Agreement and for one year thereafter, Reseller shall maintain the following insurance policies from insurer(s) acceptable to Brandlive: (i) commercial general liability insurance including products and completed operations coverage written on an occurrence basis with minimum limits of one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) annual aggregate; coverage can be provided in a combination of primary and excess liability limits; (ii) errors and omissions insurance in the minimum amount of one million dollars (\$1,000,000) per claim and one million dollars (\$1,000,000) annual aggregate; and (iii) such other policies as Brandlive may reasonably request from time to time ("Policies"). All such Policies shall name Brandlive as an additional insured party and shall be primary to any of Brandlive's insurance policies. The Policies shall not be cancelled without at least thirty (30) days advance written notice to Brandlive. Reseller will promptly provide Brandlive with certificates of insurance evidencing the Policies and thereafter, any changes to the Policies that materially impact this Agreement.

4. PAYMENTS.

- 4.1 Program Fees. Brandlive shall invoice Reseller for all fees of this program ("Program Fees") as detailed in Exhibit A. Following execution of this agreement, Brandlive will activate or otherwise make available the Reseller's demo channel by providing Reseller with login credentials to an account.
- 4.2 Reseller Payments. Reseller shall invoice and collect fees from End Customers. Brandlive shall invoice Reseller for all fees, in accordance with the Fees specified in Exhibit A and the Orders submitted by Reseller under Section 3.2.3 ("Reseller Payments")
- 4.3 Payment Terms. Reseller agrees to provide Brandlive with valid and updated credit card or ACH information or alternative document reasonably acceptable to Brandlive. If Reseller provides credit card or ACH information to Brandlive, Reseller authorizes Brandlive to charge such credit card or ACH payments for the Program Fees and all Reseller Payments for the duration of this Agreement. If an Order specifies that payment will be by a method other than a credit card or ACH, Brandlive will invoice Reseller in advance, in accordance with the billing frequency stated on the applicable Order, and unless otherwise stated on the Order, Reseller shall pay all amounts invoiced within thirty (30) days of the date of invoice. Additionally, Reseller will provide complete and accurate billing and contact information to Brandlive and notify Brandlive of any changes to such information. Reseller shall pay Brandlive pursuant to this Section 4.2 regardless of whether End Customer timely pays Reseller.
- 4.4 Disputes. If Reseller disputes any fees, Reseller must notify Brandlive within 120 days of the date of invoice. Invoices not disputed within 120 days from the date of invoice will be deemed accepted by Reseller. Brandlive may charge a late fee of 1.5% per month on any fees not paid when due. Brandlive may suspend Reseller's access to the demo channel in the event Reseller fails to pay the Program Fees or Reseller Payments when due. Brandlive may increase fees upon each Renewal

Term, provided Brandlive will provide thirty (30) days' prior written notice of any such increase in fees.

4.5 Taxes. Reseller shall collect and pay all sales or use taxes or duties assessed, levied, imposed or collected by any country, state or political subdivision thereof, or any municipality therein, arising from the resale of Brandlive Products and Services. Brandlive will pay no taxes of any kind on Reseller's behalf.

5. TERM AND TERMINATION.

5.1 Term. This Agreement is effective on the Effective Date and will continue for a term of one year. The Agreement will auto-renew for subsequent one-year terms until it is terminated in accordance with Section 5.2.

5.2 Termination.

5.2.1 Either party may terminate this Agreement for convenience upon thirty (30) days prior written notice.

5.2.2 5.2.2. This Agreement may be terminated immediately upon written notice by either party if the other party:

- (i) becomes insolvent; (ii) makes an assignment for the benefit of creditors; (iii) files or has filed against it a petition in bankruptcy or seeking reorganization; (iv) has a receiver appointed or (v) institutes any proceedings for liquidation or winding up.

5.3 Effects of Termination.

5.3.1 Upon termination of this Agreement for any reason, Reseller shall immediately cease representing itself as a reseller of Brandlive Products and Services, and shall: (i) cease marketing, promoting and selling Brandlive Products and Services; (ii) cease using Brandlive Products and Services and any other intellectual property of Brandlive, including the Marks; (iii) discontinue use of and immediately return to Brandlive, or destroy upon Brandlive's request, all materials provided by Brandlive relating to Brandlive Products and Services and all of Brandlive's Confidential Information; and (iv) provide notice in writing to current End Customers about the termination of this Agreement, which notice Brandlive shall approve in writing prior to its release to End Customers.

5.3.2 Upon termination of this Agreement, Brandlive will notify End Customers of the termination of its relationship with Reseller and of the monthly fees that must be paid to Brandlive in lieu of Reseller for the contracted-for services to continue.

5.3.3 Survival. Sections 3.2.6 ("Non-Solicit"), 3.2.8 ("Non-Disparagement"), 5.3 ("Effects of Termination"), 6 ("Disclaimer of Warranties"), 7.2 ("Reseller Indemnity"), 8 ("Liability Limitation"), and 9 ("General Provisions") will survive termination of this Agreement for any reason as well as other provisions of this Agreement that must survive to fulfill its essential purpose.

6. WARRANTIES AND DISCLAIMER OF WARRANTIES.

Brandlive represents and warrants that it will provide the Brandlive Products and Services in accordance with generally accepted industry standards. The sole remedy for a breach of this warranty is that Brandlive

will use commercially reasonable efforts to provide End Customers with an error correction or work-around that corrects the reported non-conformity.

BRANDLIVE HEREBY DISCLAIMS ALL OTHER REPRESENTATIONS OR WARRANTIES WITH RESPECT TO BRANDLIVE PRODUCTS AND SERVICES AND MAKES NO CLAIM THAT BRANDLIVE PRODUCTS AND SERVICES ARE COMPATIBLE WITH ANY COMBINATION OF OTHER SOFTWARE OR HARDWARE RESELLER MAY CHOOSE TO INCLUDE IN ANY SYSTEM.

EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION 6, BRANDLIVE PRODUCTS AND SERVICES ARE PROVIDED ON AN "AS IS, AS AVAILABLE" BASIS AND BRANDLIVE EXPRESSLY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, REGARDING BRANDLIVE PRODUCTS AND SERVICES OR RELATED TECHNOLOGY OR PROFESSIONAL SERVICES, INCLUDING ANY IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, AND NON-INFRINGEMENT OF THIRD PARTY RIGHTS.

7. INDEMNITY.

Brandlive Indemnity. Brandlive will indemnify, defend and hold harmless Reseller, its officers, directors, employees, representatives, and customers (each a "Reseller Indemnitee") against all damages, liabilities, and losses that arise from a third-party claim that the resale of Brandlive Products and Services infringes a third-party intellectual property right. The foregoing obligations are conditioned on Reseller notifying Brandlive promptly in writing of such action, Reseller giving Brandlive sole control of the defense thereof and any related settlement negotiations, and Reseller cooperating and, at Brandlive's reasonable request and expense, assisting in such defense. In the event Brandlive fails to promptly indemnify and defend such claims and/or pay a Reseller Indemnitee's expenses, as provided above, such Reseller Indemnitee shall have the right to defend itself, and in that case, Brandlive shall reimburse such Reseller Indemnitee for its reasonable attorneys' fees, costs and damages incurred in settling or defending such claims within sixty (60) days of their incurrence.

7.1 Reseller Indemnity. Reseller will indemnify, defend and hold harmless Brandlive, its officers, directors, shareholders, employees, representatives, agents customers, affiliates, successors and assigns (each a "Brandlive Indemnitee") against all damages, claims, liabilities, losses and other expenses that arise out of or relate to: (i) Reseller's breach of this Agreement;

Reseller's gross negligence or willful misconduct. The foregoing obligations are conditioned on Brandlive notifying Reseller promptly in writing of such action, Brandlive giving Reseller sole control of the defense thereof and any related settlement negotiations, and Brandlive cooperating and, at Reseller's reasonable request and expense, assisting in such defense. In the event Reseller fails to promptly indemnify and defend such claims and/or pay a Brandlive Indemnitee's expenses, as provided above, such Brandlive Indemnitee shall have the right to defend itself, and in that case, Reseller shall reimburse such Brandlive Indemnitee for all of its reasonable attorneys' fees, costs and damages incurred in settling or defending such claims within sixty (60) days of their incurrence.

8. LIMITATION OF LIABILITY.

IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY SPECIAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE USE OR PERFORMANCE OF THE BRANDLIVE PRODUCTS AND SERVICES, WHETHER BASED ON BREACH OF CONTRACT, BREACH OF WARRANTY, TORT (INCLUDING

NEGLIGENCE), OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE AND WHETHER OR NOT THE PARTIES WERE ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

BRANDLIVE AGGREGATE LIABILITY FOR ALL DAMAGES AND INDEMNITY ARISING UNDER OR RELATING TO THIS AGREEMENT, NOTWITHSTANDING THE FORM (E.G., CONTRACT, TORT, OR OTHERWISE) IN WHICH ANY ACTION IS BROUGHT, SHALL BE LIMITED TO THE TOTAL AMOUNT OF REGULAR MONTHLY FEES ACTUALLY RECEIVED BY BRANDLIVE FROM RESELLER IN THE TWELVE

(12) MONTH PERIOD PRECEDING THE MONTH IN WHICH THE INCIDENT CAUSING THE DAMAGES AROSE. RESELLER'S AGGREGATE LIABILITY FOR ALL DAMAGES AND INDEMNITY ARISING UNDER OR RELATING TO THIS AGREEMENT, NOTWITHSTANDING THE FORM (E.G., CONTRACT, TORT, OR OTHERWISE) IN WHICH ANY ACTION IS BROUGHT, SHALL BE LIMITED TO THE TOTAL AMOUNT OF FEES RESELLER CHARGES ITS CUSTOMER FOR THE BRANDLIVE PRODUCTS AND SERVICES IN THE TWENTY-FOUR (24) MONTH. PRECEDING THE MONTH IN WHICH THE INCIDENT CAUSING THE DAMAGES AROSE.

THE LIMITATION OF LIABILITY SET FORTH ABOVE IS CUMULATIVE; ALL PAYMENTS MADE FOR ALL CLAIMS AND DAMAGES SHALL BE AGGREGATED TO DETERMINE IF THE LIMIT HAS BEEN REACHED. THE PARTIES AGREE THE ABOVE LIMITATION OF LIABILITY REFLECTS AN ALLOCATION OF RISK BETWEEN THE PARTIES IN VIEW OF THE FAVORABLE FEES BEING CHARGED BY BRANDLIVE RELATIVE TO THE BRANDLIVE PRODUCTS AND SERVICES.

9. GENERAL PROVISIONS

- 9.1 Assignment; Binding Effect. Neither party may assign this Agreement, in whole or in part, and Reseller may not use any sub-resellers, without Brandlive's prior written consent, except that either party may assign this Agreement without the other party's consent in the case of a merger, reorganization, acquisition, consolidation, or sale of all, or substantially all, of its assets ("Change of Control"). Reseller will provide notice to Brandlive upon such Change of Control assignment. This Agreement will inure to the benefit of and bind the parties' respective successors and permitted assigns.
- 9.2 Attorney Fees. In the event that any suit or action is instituted under or in relation to this Agreement the prevailing party may recover fees, costs and expenses, including such reasonable fees and expenses of attorneys and accountants, including fees, costs and expenses of appeals.
- 9.3 Compliance with Laws. Reseller will comply with applicable laws and regulations in performing its obligations under this Agreement. Brandlive will comply with applicable laws and regulations in performing its obligations under this Agreement and in its provision of Brandlive Products and Services to any End Customer.
- 9.4 Confidentiality. Each party (the "Disclosing Party") may from time to time during the term of this Agreement disclose to the other party (the "Receiving Party") certain Confidential Information, as defined below. The Receiving Party shall not disclose the Confidential Information of the Disclosing Party and shall protect the Confidential Information using the same degree of care which the Receiving Party ordinarily uses with respect to its own Confidential Information, but in no event with less than reasonable care. The Receiving Party shall not use the Confidential Information of the Disclosing Party for any purpose not expressly permitted by this Agreement and shall limit the disclosure of the Confidential Information of the Disclosing Party to the employees or agents of the Receiving Party who have a need to know such Confidential Information and who are, with respect

to the Confidential Information of the Disclosing Party bound in writing by confidentiality terms no less restrictive than those contained herein. "Confidential Information" means any non-public or proprietary information of the Disclosing Party disclosed to or received by the Receiving Party in writing or orally, whether or not marked as confidential, including but not limited to product information, product plans, research, development or know-how, personnel, copyrightable material, trademarkable material, patentable material, client lists, trade secrets and the terms of this Agreement. Confidential Information may also include the information of a third party initially disclosed to the Disclosing Party under an obligation of confidentiality. Confidential Information does not include any information that the Receiving Party can establish: (i) was in the public domain prior to the time of disclosure to the Receiving Party by the Disclosing Party; (ii) becomes publicly known after disclosure to the Receiving Party through no action or inaction of Receiving Party; (iii) is in the possession of the Receiving Party, without confidentiality restrictions, at the time of disclosure to the Receiving Party by the Disclosing Party as shown by Receiving Party's written records; or (iv) is disclosed pursuant to the order or requirement of a court, administrative agency, or other governmental body, provided, however, that the Receiving Party shall provide prompt notice thereof to the Disclosing Party and shall use best efforts to obtain a protective order or otherwise prevent public disclosure of such information.

- 9.5 Press Releases. Neither party will originate any press release or other announcement concerning the relationship between the parties or the transactions described in this Agreement without the prior written consent of the other party, which consent shall not be unreasonably withheld.
- 9.6 Counterparts. This Agreement may be executed in counterparts and by facsimile or .pdf attached to email, all of which shall constitute an original and one and the same instrument with the same force and effect as though each of the parties had executed the same document.
- 9.7 Entire Agreement; Amendment; Waiver. This Agreement together with its Exhibits is the entire agreement between the parties with respect to its subject matter and supersedes any prior or contemporaneous agreements, negotiations and communications (whether written or oral) regarding such subject matter. This Agreement may only be amended by a written document executed by the parties. No waiver shall be binding unless executed in writing by the party making the waiver.
- 9.8 Further Assurances. Each party agrees to perform such further acts and execute and deliver such further agreements or instruments as the other party may reasonably request, to consummate, evidence or confirm the agreements contained in this Agreement.
- 9.9 Governing Law. This Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Oregon, without regard to conflicts of law principles. Any legal action or proceeding arising under this Agreement will be brought exclusively in the federal or state courts located in Multnomah County, in the State of Oregon, and the parties hereby irrevocably consent to the personal jurisdiction and venue therein.
- 9.10 Notice. Any notice under this Agreement will be in writing and delivered by personal delivery, express courier, confirmed facsimile, confirmed e-mail, or certified or registered mail, postage prepaid and return receipt requested. Notices will be deemed to be effective upon personal delivery, one (1) day after deposit with express courier, five (5) days after deposit in the mail, or upon confirmation of receipt of facsimile or e-mail. Notices will be sent to a party at the address set forth in its signature block or such other address as that party may specify in writing.

- 9.11 Force Majeure. The parties shall not be liable for the nonperformance of any of their obligations hereunder, except nonpayment of amounts due, if such nonperformance is occasioned by any war, government regulation or restriction of action, strike, accident, natural disaster, terrorism, civil commotion, labor disputes, "acts of God" or the public enemy or similar causes beyond the reasonable control of the parties.
- 9.12 Injunctive Relief. The parties acknowledge and agree that the parties would suffer immediate and irreparable harm and that monetary damages would be inadequate if a party violated or threatened to violate the sections of the Agreement related to Confidential Information and the parties' respective intellectual property. In any such instance, each party shall be entitled to injunctive relief in addition to all other remedies that may be available without notice to the other party and without the requirement of posting a bond.
- 9.13 No Third Party Beneficiaries. This Agreement shall not be enforceable by any third party beneficiary.
- 9.14 Severability. If any provision of this Agreement is deemed unenforceable, illegal or invalid by a court of competent jurisdiction, such provision will be interpreted to accomplish the objectives of the parties to the greatest extent possible under applicable law, and the remaining provisions will continue in full force and effect.

IN WITNESS WHEREOF, the parties execute this Agreement as of the Effective Date.

RESELLER:

BRANDLIVE:

Signature:

Signature:

Name:

Name:

Title:

Title:

Address for Notices:

Address for Notices:

Date:

Date:

EXHIBIT A: PRICING TO PARTNER:

Item	Cost	Description
Reseller License	\$5,000/year	Annual license grants the reseller Brandlive account access enabling unlimited demos and sales development with clients
Single Video Session	\$2,500	A single video broadcast to be resold to the end user. Includes white label functionality.
5 Video Sessions	\$5,000	A bundle of 5 video broadcasts to be resold to end users. Volume discount.
20 Video Sessions	\$10,000	A bundle of 20 video broadcasts to be resold to end users. Volume discount.

[COMPLETE PRODUCTS & SERVICES MASTER REFERENCE](#)