



Reseller Partner Agreement

WHEN YOU CLICK A BOX INDICATING ACCEPTANCE OF THIS AGREEMENT OR WHEN YOU EXECUTE AN ORDER FORM THAT REFERENCES THIS AGREEMENT, YOU, THE COMPANY ENTERING THIS AGREEMENT ("CLIENT"), AGREE TO THE TERMS OF THIS AGREEMENT. IF YOU ACCEPT THIS AGREEMENT ON BEHALF OF YOUR COMPANY, YOU REPRESENT THAT YOU HAVE THE AUTHORITY TO BIND SUCH ENTITY TO THIS AGREEMENT.

This Brandlive Reseller Partner Agreement ("Agreement") constitutes a binding agreement between Brandlive Inc. ("Brandlive") and the Partner ("Partner") identified in an order document that references this Agreement ("Order Form") or the Partner who accepts the terms of this Agreement via clickthrough acceptance. Partner agrees that the terms of this Agreement will govern Partner's use of the Services (as defined below).

The following Exhibits are hereby incorporated into this Agreement:

Exhibit A: Reseller Agreement

Exhibit B: Reseller Fees

In consideration of the mutual covenants and agreements set forth herein, the parties hereby agree as follows:

1. Relationship. The parties are independent contractors. Partner is not an employee or agent of Brandlive and Partner's employees are not employees or agents of Brandlive. Other than the limited rights set forth in this Agreement, Partner does not have, nor will hold itself out as having, any right, power, or authority to create any contract or obligation, either express or implied, on behalf of, in the name of, or binding upon Brandlive. Partner will conduct its business in a professional manner and with the highest standard of care. In carrying out its obligations under this Agreement, Partner will not act in a manner that is deceptive, misleading or unethical. Partner will not make any statement which is false or misleading regarding the Services or which disparages Brandlive.
2. Marketing Materials. Each party will furnish or make available to the other party relevant advertising materials and such other information that may be necessary to market the services

to prospective customers. Such materials are the exclusive property of the party providing the materials. Brandlive hereby grants Partner permission to publish and display Brandlive's name and logos on Partner's website and to distribute Brandlive provided marketing materials to prospective customers. Partner hereby grants to Brandlive permission to publish and display Partner's name and logo on Brandlive's website and to distribute Partner provided marketing materials to prospective customers. Other than the express rights granted in this Agreement, nothing contained in this Agreement will be construed to grant Partner any right, title or interest in or to any Brandlive intellectual property or any portion thereof.

3. Warranty and Disclaimer. Each party represents and warrants that (a) it has the right and authority to enter into this Agreement and to perform its obligations without the need to obtain any additional consents or approvals; and (b) the performance of its obligations under this Agreement will not breach or be in conflict with any other agreement to which that party is bound. Brandlive makes no representations or warranties to Partner with respect to the Brandlive's services.
4. Indemnity. Partner will defend, indemnify and hold Brandlive and its affiliates, officers, directors and employees harmless against third party claims, arising out of Partner's breach of this Agreement or its negligent acts or omissions arising out of or connected to its performance under this Agreement. Brandlive will defend, indemnify and hold Partner and its affiliates, officers, directors and employees harmless against third party claims, arising out of Brandlive's breach of this Agreement or its negligent acts or omissions arising out of or connected to its performance under this Agreement.
5. Liability Limitation. EXCEPT WITH RESPECT TO A PARTY'S BREACH OF SECTION 6 OR A PARTY'S WILLFUL MISCONDUCT OR GROSS NEGLIGENCE, IN NO EVENT WILL EITHER PARTY BE LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, EXEMPLARY, SPECIAL OR INCIDENTAL DAMAGES, INCLUDING ANY LOST DATA OR LOST PROFITS, ARISING FROM OR RELATING TO THIS AGREEMENT. EXCEPT WITH RESPECT TO A PARTY'S BREACH OF SECTION 6, A PARTY'S WILLFUL MISCONDUCT OR GROSS NEGLIGENCE, OR PARTNER'S INDEMNIFICATION OBLIGATIONS, EACH PARTY'S TOTAL AGGREGATE LIABILITY IN CONNECTION WITH THIS AGREEMENT, WHETHER IN CONTRACT OR TORT OR OTHERWISE, WILL NOT EXCEED \$50,000. THE PARTIES ACKNOWLEDGE THAT THE TERMS HEREOF REFLECT THE ALLOCATION OF RISK SET FORTH IN THIS AGREEMENT AND THAT THE PARTY'S WOULD NOT ENTER INTO THIS AGREEMENT WITHOUT THESE LIMITATIONS ON ITS LIABILITY.
6. Confidentiality. The term "**Confidential Information**" means any and all information or material that is proprietary or confidential to a party, whether or not marked as confidential or proprietary and whether or not such information is directly or indirectly disclosed, or whether or not disclosed orally or in written or electronic form, which relates to a party's past, present or future research, development, designs, finances, business activities, pricing, know-how, trade secrets, product roadmaps, customer or prospective customer lists, or vendor lists. In the case of Brandlive, Confidential Information includes any information provided to Partner through the Partner Network, including customer name, requirements or customer's event

information. Confidential Information does not include information that (a) is publicly available or otherwise publicly disseminated, provided that entry of such information into the public domain, or such public dissemination, is not the result of acts by the party receiving the Confidential Information ("**Receiving Party**") in violation of this Agreement; (b) at the time received by the Receiving Party, is already rightfully and lawfully in its possession or known to it; or (c) is subsequently disclosed to the Receiving Party by a third-party that has the right to make such disclosure. The Receiving Party agrees to (i) hold in confidence and not disclose, or use for its own or for any third party's purposes, the Confidential Information of the party disclosing such Confidential Information ("**Disclosing Party**"); (ii) use the same degree of care, but no less than a reasonable degree of care, to protect Confidential Information from unauthorized access or disclosure; and (iii) promptly report to the Disclosing Party any unauthorized disclosure of Confidential Information of which the Receiving Party becomes aware. Notwithstanding anything in this Agreement to the contrary, the Receiving Party may disclose the Confidential Information of the Disclosing Party pursuant to a request of a governmental agency or a subpoena, order or other such legal process or requirement of law; provided that, the Receiving Party will (x) to the extent allowed by law, provide the Disclosing Party with notice of such request and allow the Disclosing Party an opportunity to respond to such request; (y) furnish only such portion of the Confidential Information the Receiving Party is advised in writing by counsel that it is legally required to disclose; and (z) cooperate with the Disclosing Party in its efforts to obtain an order or other reliable assurance that confidential treatment will be accorded to the portion of the Confidential Information that is required to be disclosed. Within thirty days after the termination of this Agreement, or after written request of the Disclosing Party, the Receiving Party will promptly: (1) return all Confidential Information and all copies thereof; (2) destroy all of its files and memoranda prepared based on the Confidential Information; and (3) provide the Disclosing Party with a written certification that all such information and materials have been returned or destroyed. Receiving Party agrees that, due to the unique nature of the Confidential Information, the unauthorized disclosure or use of the Confidential Information will cause irreparable harm and significant injury to the Disclosing Party, the extent of which will be difficult to ascertain and for which there will be no adequate remedy at law. Accordingly, Receiving Party agrees that Disclosing Party will have the right to seek an immediate injunction and other equitable relief enjoining any breach or threatened breach of this Section 7, in addition to any other available remedies which may be available to the Disclosing Party.

7. Term and Termination. This Agreement will begin on the Effective Date and will continue until terminated as provided in this Section 7. Either party may terminate this Agreement upon 10 days' prior written notice. Either party may terminate this Agreement immediately in the event the other party is in material breach of this Agreement.
8. Insurance. During the term of this Agreement and for one year thereafter, Partner shall maintain the following insurance coverage: (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; and (ii) errors and omissions insurance which can be procured either (a) on a per-client project basis (unless such insurance is waived by the client as documented by Partner) with a minimum coverage amount that exceeds the revenue of the applicable client project by at least 5X, or (b) on a calendar basis in the minimum amount of one million dollars (\$1,000,000) per claim and one million dollars (\$1,000,000) annual aggregate (collectively, "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.

9. Applicable Law. The validity, interpretation, and performance of this Agreement will be controlled by and construed under the laws of the State of Oregon. Any disputes arising out of or related to this Agreement shall be resolved in the state or federal courts located in Multnomah County.
10. Attorneys' Fees. If either party hereto commences an action against the other party to enforce any of the terms hereof or because of a breach or threatened breach by such other party of any of the terms hereof, the prevailing party will be entitled, in addition to any other relief granted, to all actual out-of-pocket costs and expenses incurred by such prevailing party in connection with such action, including, without limitation, all reasonable attorneys' fees.
11. Assignment. Partner will not assign this Agreement without the prior written consent of Brandlive. Any attempted assignment or delegation without the required consent will be null and void. Brandlive may assign this Agreement without Partner's consent in the case of a merger, reorganization, acquisition, consolidation, or sale of all, or substantially all, of Brandlive's assets. Subject to the foregoing, this Agreement will be binding upon and will inure to the benefit of the parties, their respective heirs, legal representatives, beneficiaries, successors, and permitted assigns.
12. Notices. Notices hereunder shall be in writing and shall be sent by internationally recognized overnight courier with tracking capabilities (such as Federal Express) to the address listed above with a contemporaneous e-mail to the business contact of each party.
13. Entire Agreement. This Agreement constitutes the entire agreement between Brandlive and Partner concerning the subject matter hereof and supersedes all prior and contemporaneous agreements between the parties. Only an instrument in writing that is signed by both parties and specifically states that it is intended to amend or modify this Agreement may amend this Agreement. No party is relying upon any warranties, representations, or inducements not set forth herein. The provisions of this Agreement will be deemed severable and the invalidity or unenforceability of any one or more of the provisions hereof will not affect the validity and enforceability of the other provisions hereof.

14. Waiver. No waiver of breach or failure to exercise any option, right or privilege under the terms of this Agreement on any occasion or occasions will be construed to be a waiver of the same or any other option, right, or privilege on any other occasion.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized officers, as of the Effective Date.

BRANDLIVE INC.

By: _____

Title: _____

Date: _____

PARTNER

By: _____

Title: _____

Date: _____

EXHIBIT A

Reseller Agreement

1. Appointment. Brandlive hereby appoints Partner as authorized reseller of Brandlive Services. The license fees applicable to the Brandlive Services are those fees included in Exhibit B. For the purposes of this Exhibit, the “**Services**” are those services indicated as services that may be resold by Reseller pursuant to Exhibit B. Brandlive may modify, update, or change the pricing associated with the Services on 30 days’ notice to Partner. Partner may only resell Brandlive Services in the United States unless expressly authorized by Brandlive.
2. Reselling Services. Partner will market the Services to prospective customers and may enter into contracts with customers for the resale of the Services. Partner will determine the prices and payment terms that apply to such contracts with customers; provided that, with respect to the access and use of the Services, Partner shall provide the Services to customer according to the Brandlive Service Agreement (“**Terms**”) located at www.brand.live/legal and such Terms shall be included in each Order (as defined in Section 3 below) presented to a prospective customer. Partner will not make any representations, warranties, or guarantees on behalf of Brandlive to any customer or prospective customer. By submitting an Order, Partner represents and warrants that the Order is the firm commitment of the customer for the Services specified in the Order and for the full term specified in the Order. All Orders are subject to acceptance or rejection by Brandlive for any reason, including where the Order is inaccurate or does not conform to this Agreement.
3. Fulfilling Orders. Upon the execution of an order for Services by a customer (“**Order**”), Partner will provide Brandlive with such Order. Brandlive may accept or reject such Order within five business days of Brandlive’s receipt. Partner will be responsible for invoicing customers pursuant to the terms of the Order. Partner is responsible for ensuring that any taxes or duties which may be assessed on the Services are included in the Order and collected and remitted by Partner. Brandlive will provide the Services indicated on the Order to such customers in accordance with the Terms.
4. Reseller Payments to Brandlive. Brandlive shall invoice Partner for the Services in each Order in accordance with the fees which are applicable to the Services as describe in Section 1 of this Exhibit. The fees payable by Partner to Brandlive are due within 30 days of the date of invoice. Brandlive’s right to payment of any fee is not contingent upon customer’s payment or Partner’s collection of any fees.
5. Demo Channel. Brandlive will provide Partner with access to a demo channel to showcase the Services to prospective customers. Partner may demo the Services to no more than 5 concurrent viewers. Partner’s access to the demo channel is subject to Section 1, Section 3 and Section 4 of the Services Agreement set forth on <http://www.brandlive.com/legal> (and such sections are hereby incorporated by this reference into this Agreement).

6. Onboarding and Support. Onboarding is included for Partner, and account support is available for Partner to customize new sessions. Partner is responsible for onboarding customers and providing first level support to customers. Support levels are available to Partner and to customers in accordance with Exhibit B.

EXHIBIT B**[Annual Program Fees and Benefits \(for Reseller Program only\)](#)**

Follow link above (or direct URL below) to view fee and pricing details:
<https://www.brandlive.com/wp-content/uploads/Brandlive-Partner-Program-and-Pricing.pdf>)