

Admin By Request Reseller Agreement

(hereinafter "this Agreement")

BETWEEN

Admin By Request ApS

Registered with no.: DK31938112

Ved Stranden 10

9000 Aalborg

Denmark

(hereinafter "The Supplier" or "Admin By Request" or "ABR")

AND

Company name:

Registered with no.:

Address:

(hereinafter "the Reseller")

(The Supplier and the Reseller hereinafter each a "Party" or collectively the "Parties")

San Francisco, Florida
Wisconsin, New York

(+1) 262 299 4600

Denmark, Norway,
Germany, Benelux

(+45) 55 55 36 57

United Kingdom, Spain
Switzerland, France

(+44) 20 3808 8747

Sweden, Thailand
Finland, New Zealand

(+46) 31 713 54 04



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BACKGROUND AND PURPOSE

This agreement ("Agreement") is entered into between the Supplier and the Reseller concerning the Reseller's right to sell the agreed software products and services to their customers ("End-customer") as mentioned in this document.

A reseller is any entity, including individuals, corporations, companies, partnerships, or limited liability companies, that has entered into a written agreement with the Supplier to resell licenses for the Supplier's SaaS product. This includes reselling by providing quotations to potential customers.

1 SALE AND DISTRIBUTION

- 1.1 The Supplier delegates to the Reseller a non-exclusive right to resell the multiple individual products integrated under the Admin By Request Zero Trust Platform and as described at Supplier's website (collectively referred to as the "Product"), as long as this Agreement is in force, to End-customers.
- 1.2 The Reseller is not entitled to act in the Supplier's name and may not state oneself as an agent for the Supplier.

2 THE PRODUCTS & SERVICES

- 2.1 The Products subject to this Agreement are described immediately above and should have the same meaning as the "SaaS Product" in the Supplier's Terms and Conditions.
- 2.2 The Supplier is allowed to terminate the Products for an End-customer in case of the End-customer misusing the Products.
- 2.3 The Supplier reserves the right to change the Products, hereunder to cease to provide the Products. The Supplier is however obligated to give the Reseller 3 month's written notice in this matter.'

3 BILLING AND PRICING

- 3.1 Supplier will inform the Reseller on upcoming subscription term expirations for its End-customers. Reseller undertakes to initiate the renewal process with the End-customer between 3 months and 1 month before expiration date of the End-customers subscription term. Reseller must inform Supplier at least 1 month before End-customer's subscription term expiration date in case the End-customer wants to renew its subscription term. If Reseller does not inform Supplier, Supplier will terminate the End-customer's subscription upon the expiration date.
- 3.2 Supplier generates an invoice upon the generation of the End-customers licenses. The fees are due to be paid 30 days from receipt of invoice.

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4 CAPACITY

- 4.1 The Supplier is responsible for delivering the required cloud capacity consumed by the End-customers of the Reseller.

5 THE RESELLER'S OBLIGATIONS

- 5.1 The Reseller guarantees this Agreement made by and between the Reseller and the Supplier is a valid and legal binding agreement.
- 5.2 The Reseller shall also be responsible for the below mentioned:
- Invoicing of the End-customers,
 - The relationship with the End-customers,
 - If the Reseller is setting up or managing the solution for the End-customer, the Reseller has to have all relevant approvals from the End-customer to do so
 - The Reseller is responsible for making the End-customer aware that the Supplier's Terms and Conditions apply, for use of the Products, in force at any time. These Terms and Conditions are always available at <https://www.adminbyrequest.com/Terms>.
 - The Reseller is responsible for making the End-customer aware that the Supplier's Data Processing Agreement (hereinafter "DPA") applies for use of the Products, in force at any time. The DPA is always available at: <https://www.adminbyrequest.com/DPA>
 - The Reseller must conduct business in a manner that reflects favorably at all times on the Products and the good name, goodwill and reputation of Admin By Request.
 - The Reseller must not make any false or misleading representations with regard to Admin By Request or the Products
 - The Reseller must not make any representations, warranties or guarantees with respect to the specifications, features or functionality of the Products that are inconsistent with the Terms and Conditions, the DPA, and official documentation made available by Admin By Request, including all liability limitations and disclaimers contained in such materials.

6 THE SUPPLIER'S OBLIGATIONS

- 6.1 The Supplier must ensure the below mentioned is provided to the Reseller when necessary:
- The Products for installation on the End-customer's endpoints
 - Support to the End-customer
 - Storage capacity and infrastructure in the data centers that handles the data of End-customers
 - Maintenance, operation and development of the Products

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7 NO AUTHORITY TO BIND TO ADDITIONAL TERMS

- 7.1 No provisions required in any End-customer contract or subcontract related thereto shall be a part of this Agreement, imposed on or binding on the Supplier. This Agreement is not deemed an acceptance of any provisions that may be included or referenced in any request for quotation, purchase order, or any other document received or issued by the Reseller. THE SUPPLIER SPECIFICALLY OBJECTS TO ANY ADDITIONAL TERMS BEING ADDED THROUGH A RESELLER-PROVIDED OR END-CUSTOMER-PROVIDED PURCHASE ORDER OR SIMILAR DOCUMENT. IF A PURCHASE ORDER IS REQUIRED, THE PARTIES AGREE THAT ANY ADDITIONAL TERMS CONTAINED THEREIN WILL NOT BECOME PART OF THIS AGREEMENT AND, SPECIFICALLY, THAT THE TERMS OF THIS AGREEMENT AND THE ADMIN BY REQUEST TERMS AND CONDITIONS WILL SUPERSEDE AND REPLACE ANY AND ALL TERMS IN ANY PURCHASE ORDER OR SIMILAR DOCUMENT.

8 MARKETING

- 8.1 The Reseller must actively market the Products commercially to best extent, unless agreed otherwise.
- 8.2 The Reseller must keep the Supplier informed of developments that may have an impact negotiation, marketing and sale of the Products
- 8.3 The Reseller is, as long as this Agreement is in force, obligated to use the Supplier's trademarks in connection with the marketing of the Products as described above. The Reseller is additionally required to comply with all instructions issued by the Supplier in the design and the way in which the Supplier's trademarks are used.

9 USE OF THE SUPPLIER'S IMMATERIAL PROPERTY RIGHTS

- 9.1 The Parties acknowledge that the exclusive ownership of each Party's trademark can in no way be transferred to the other Party. The Reseller derives from this Agreement neither full nor partial ownership of Supplier's immaterial property rights. The Reseller is unauthorized to apply for registration of immaterial property rights, including trademarks, patents, utility model rights, design rights, business rights, company name or domain name that contains the Supplier's brand, trademarks or any other mark that could be considered identical or similar to, if there is risk of confusion.

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9.2 Any immaterial property right beside the Parties' existing immaterial property rights, created or formed by a Part as a result of this Agreement shall remain vested in the Party that developed/created the product/materials.

9.3 When this Agreement terminates, the Reseller is no longer entitled to use the Supplier's immaterial property rights. Any registered domain names, trademarks, company names and other immaterial property rights, in which the Supplier-trademarks or other immaterial property rights of The Supplier are in act, shall when this Agreement is terminated be transferred to the Supplier.

9.4 All immaterial property rights, including but not limited to software code, documentation, and proprietary technology, shall remain the exclusive property of the Supplier. The Reseller shall not reverse-engineer, decompile, or create derivative works from the Supplier's products.

10 RESELLERS AND AGENTS

10.1 Reseller is not allowed to onboard any resellers or other similar partners of its own.

11 LIABILITY

11.1 The Supplier undertakes limited liability in accordance with the Terms & Conditions of the Products (referenced below), which applies to relationship between the Supplier and End-customer but also in the relationship between Supplier and Reseller. The Reseller acknowledges and agrees that the limitation of liability provisions in the Terms and Conditions of the Products are incorporated by reference into this Agreement and shall govern the Parties' liability under this Reseller Agreement. The Products' Terms & Conditions can be found at <https://www.adminbyrequest.com/terms>

12 INJUNCTIONS FROM PUBLIC AUTHORITIES

12.1 If The Supplier receives an order from a public authority, the Reseller is obliged to follow such an injunction by implementing measures that are necessary for the Supplier and the Reseller to meet such an injunction.

13 THE SUPPLIER'S ASSISTANCE

13.1 The Supplier is to assist and guide the Reseller in sale of the Products in any reasonable way, including giving the Reseller knowledge on situations that may inflict competition that the Supplier is aware of.

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14 INFORMATION DUTY

14.1 The Supplier is required to inform the Reseller on the following related to the Products:

- Operational disorder (<https://status.adminbyrequest.com/>)
- Updates to the Products
- Changes in procedures if relevant

14.2 In addition to the above information, the Parties are committed to - without separate charge - to communicate such information which is of importance for the design, marketing and/or sale of Products.

15 COMPETITION AND EXCLUSIVITY

15.1 This Agreement is non-exclusive from both sides.

16 FORCE MAJEURE

16.1 Under this Agreement, neither the Supplier nor the Reseller shall be considered liable towards the other Party where the liability arises out of circumstances beyond the control of the relevant Party which should not have been taken into account at signing and should not have been avoided or surmounted by the relevant Party.

16.2 As force majeure is considered the following circumstances: an event, or a series of related events, that is outside the reasonable control of the party affected (including failures of the internet or any public telecommunications network, hacker attacks, denial of service attacks, virus or other malicious software attacks or infections, power failures, industrial disputes affecting any third party, changes to the law, disasters, explosions, fires, pandemics, floods, riots, terrorist attacks and wars)

16.3 The Party's obligations will be suspended until the time when the Party is again able to meet its obligations.

16.4 If the obstacle lasts more than 90 days, the other Party will be able to terminate this Agreement with a 3 months' notice in writing if the force majeure circumstances continue to exist by the end of the notice.

17 COMMENCEMENT AND TERMINATION

17.1 This Agreement shall enter into force upon signature of this Agreement or signature of any applicable order form, quotation or similar purchasing document, from both Parties and will run for 12 months thereafter.

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- 17.2 3 months prior to exhausting this Agreement termination this Agreement will automatically renew for additional 12 months continuously until it is terminated by either party with 3 months written notice.
- 17.3 For the termination to be valid the Reseller must send a written termination to its assigned account manager. The e-mail has to contain company name, registration number and contact details.
- 17.4 For the termination of the End-customers license to be valid the End-customer or the Reseller must send a written termination to its assigned account manager. The e-mail has to contain company name, registration number and contact details, of the End-customer.
- 17.5 If the Supplier ceases to offer a substantial part of the Products, the Reseller shall however be entitled to terminate this Agreement with 3 months written notice. If the Supplier ceases to offer all of the Products, this Agreement will terminate automatically at the same time.

18 RELATIONSHIP OF PARTIES

- 18.1 The Parties hereto expressly understand and agree that the Reseller is an independent contractor in the performance of each and every part of this Agreement, is solely responsible for all of its employees and agents and its labor costs and expenses arising in connection therewith and is responsible for and will indemnify, defend and hold harmless the Supplier from any and all claims, liabilities, damages, debts, settlements, costs, attorneys' fees, expenses, and liabilities of any type whatsoever that may arise on account of the Reseller's activities, or those of its employees or agents, including without limitation, providing unauthorized representations or warranties or failing to disclose all limitations on warranties and liabilities set forth herein and in the Products' Terms and Conditions on behalf of the Supplier to its End-customers or breaching any term, representation or warranty of this Agreement. The Supplier is in no manner associated with or otherwise connected with the actual performance of this Agreement on the part of the Reseller, nor with the Reseller's employment of other persons or incurring of other expenses, and the Reseller will not represent or imply anything to the contrary. Except as expressly provided herein, the Supplier shall have no right to exercise any control whatsoever over the activities or operations of the Reseller.

19 NO REIMBURSEMENT

- 19.1 Upon termination of this Agreement, for whatever reason, the Reseller is not entitled to any compensation or other financial reimbursements for lost or reprocessed clientele, goodwill, etc.

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20 VIOLATION AND REIMBURSEMENT

20.1 In the event that the other Party fails to fulfil its essential obligations under this Agreement, each of the Parties is entitled to terminate this Agreement for breach with a written notice of 20 days. If the Party in breach has not remedied the breach within the 20 days, this Agreement is automatically terminated with immediate effect. The terminating Party shall be entitled to claim direct damages and losses from the Party in breach.

20.2 The Supplier is in no case liable for indirect losses, including loss of data, restoration of data, loss of profits or other economic consequential damage.

21 NDA, PRIVACY POLICY and GDPR

21.1 Information that the Reseller receives about the Supplier and the Product in connection with the negotiation and implementation of this Agreement without a time limit shall be considered as confidential information and shall not, without the written consent of the Supplier, be used in a manner other than provided in this Agreement or for any purpose, be disclosed to a third party, unless that information:

- is or becomes publicly available, and this is not due to disclosure of information in breach of this obligation or
- is shown to be received by the Reseller from a third party, which is lawfully in possession of it and can dispose of the information.

21.2 The Reseller agrees to maintain the confidentiality of all pricing information related to the Product and shall not disclose or make such information available to any unauthorized persons or third parties, including but not limited to publishing pricing details on websites, social media, or any other public platforms. Any breach of this provision shall be considered a material breach of this Agreement.

21.3 The Reseller is however entitled to disclose this information to auditors, legal counsel or other, which by law is required to observe confidentiality.

21.4 The Reseller shall be liable on objective basis for its staff's failure in regard to this confidentiality obligation.

21.5 Current Privacy statement and Data Processing Agreement are available on the web:

21.5.1 Privacy: <https://www.adminbyrequest.com/Privacy>

21.5.2 Data Processing Agreement: <https://www.adminbyrequest.com/DPA>

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22 COMPLIANCE WITH LAWS

- 22.1 The Reseller agrees to comply with all applicable laws and regulations, including but not limited to data protection laws, sanctions, export control laws, and embargo regulations imposed or enforced by any relevant authority, including the United Nations, European Union, United States (including the Export Administration Regulations and Office of Foreign Assets Control regulations), United Kingdom, and any other applicable jurisdiction.
- 22.2 The Reseller shall not, directly or indirectly, sell, license, export, re-export, distribute, make available, or otherwise provide access to the SaaS Product or any part thereof to:
- (a) any individual, entity, or government located in or organized under the laws of any country or territory that is the subject of comprehensive sanctions or embargoes;
 - (b) any individual or entity identified on any applicable government sanctions or denied persons list, including but not limited to the U.S. Specially Designated Nationals (SDN) List, the EU Consolidated List of Sanctions, or equivalent lists maintained by relevant authorities;
 - (c) any party or for any use that would violate applicable export control or sanctions laws.
- 22.3 The Reseller shall maintain accurate records of all transactions involving the SaaS Product and shall, upon Supplier's request, promptly provide a current list of all end customers, sub-resellers (if applicable), and any other relevant parties to whom the Product has been resold or otherwise provided, to support audit, compliance, or regulatory reporting requirements.
- 22.4 Any breach of this section shall constitute a material breach of this Agreement, entitling the Supplier to terminate the Agreement immediately upon written notice, without liability. The Reseller shall indemnify, defend, and hold harmless the Supplier from and against any and all claims, losses, penalties, or liabilities arising from any such breach.

23 ASSIGNMENT

- 23.1 Neither party may assign any of its obligations or rights under this Agreement to a third party without the prior written consent of the other party, except in the case of a merger, acquisition, corporate reorganization or sale of assets

24 NOTICES

- 24.1 All notices, which according to this Agreement shall be notified in writing, must be sent by ordinary mail or e-mail to relevant party, unless they are changed by at least 8 days' written notice to

San Francisco, Florida
Wisconsin, New York

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Denmark, Norway,
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another address. The address is the same as listed in the parties' details at Page 1 of this Agreement. For notices via e-mail, the e-mail addresses will be the ones usually used for communication between the parties.

- Announcements made in accordance with this Agreement have effect from the date on which it is delivered.

25 DISPUTES

25.1 This Agreement is to be governed by and construed in accordance with Danish law.

25.2 The courts of Denmark is to have exclusive jurisdiction to adjudicate any dispute arising under or in connection with this Agreement.

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Finland, New Zealand

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26 Legal Signing

For the Supplier	For the Reseller
Date:	Date:
Name:	Name:
Title:	Title:
Signature:	Signature:

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Wisconsin, New York

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