



RESELLER AGREEMENT

This Reseller Agreement (this "Agreement") is made and entered into as of January 10, 2020_ (the "Effective Date") by and between CONNECTALL, LLC, a Georgia company with its principal place of business in Pasadena, California (the "Company"), and Vertosoft LLC, a Virginia limited liability having its principal place of business at the address set forth on the signature page of this Agreement ("Partner").

1. Defined Terms

1.1. As used in this Agreement, the following capitalized terms have the following meanings:

"ConnectALL Software" or the "Software" means the Products, collectively.

"Contract Year" means a period of twelve months commencing on the Effective Date or any anniversary thereof.

"Customer" means an end user of a Product. A Customer may be a legal entity or a discrete but unincorporated division of a legal entity, as the context may require.

"Documentation" means the Company's written user documentation describing the design, functions, operation, and use of the Software, as updated by the Company from time to time.

"Level 1 Support" means the services in support of the Software listed under that heading in Schedule E.

"Level 2 Support" means the services in support of the Software listed under that heading in Schedule E.

"Level 3 Support" means the services in support of the Software listed under that heading in Schedule E.

"License" means a license to install and use an instance of a Product running between the Company, as licensor, and the Customer, as licensee, pursuant to the terms of the EULA.

"Product" or "ConnectALL Product" means the object-code version of any proprietary software application developed by the Company and in general release from time to time, including but not limited to the Company's core ConnectALL application and any associated adapter or connector.

"Service" or "ConnectALL Service" means a professional service offered by the Company to assist a Customer in setting up, deploying, integrating, customizing, or implementing Software purchased by the Customer or to train the Customer's staff in connection with any of the foregoing or in the use of the Software.

"Term" means the period during which this Agreement is effective pursuant to the provisions of Section 9.

"Territory" means the geographical area described in Schedule A annexed hereto.

1.2. Capitalized terms not defined in this section have the respective meanings ascribed to such terms in the context of first use in this Agreement.

1.3. For the avoidance of doubt, the terms "sell," "resell" and variants thereof when used in reference to the Software refer to the sale of Licenses and not to the sale or transfer of any underlying intellectual property rights in the Software, all of which are reserved by the Company as provided more particularly in Section 12 (Intellectual Property).

2. Appointment

- 2.1. Upon the terms and subject to the conditions of this Agreement, the Company appoints Partner as an authorized non-exclusive reseller of ConnectALL Products and Services in the Territory and Partner hereby accepts such appointment.
- 2.2. The Company grants to Partner the non-exclusive right and license during the Term (i) to market, promote and advertise ConnectALL Software, (ii) to sell and distribute ConnectALL Products and Services to, and only to, Customers in the Territory, (iii) to use and display the Company's trademarks, service marks, tradenames and logos ("Company Marks") in accordance with such reasonable use guidelines and limitations, if any, as the Company may establish from time to time, and (iv) to use non-production copies of the Software solely in order to demonstrate the Software's functionality to prospective Customers. The foregoing license is non-transferable and non-assignable, and does not include the right to sublicense to others.
- 2.3. Except as otherwise provided in Section 4 (Opportunity Registration), the Company reserves the right to appoint other resellers, referral partners and sales agents to market, sell and distribute ConnectALL Products and Services and the right to do so itself directly to Customers, both within and outside the Territory.

3. Pricing

- 3.1. Partner shall be free to set its own pricing for ConnectALL Products and Services offered to Customers (in the case of any Product or Service, the "Retail Price").
- 3.2. Notwithstanding the foregoing, except as otherwise provided in Schedule B, Partner shall not (i) quote, offer or collect a Retail Price for a Product discounted more than fifteen percent (15%) below the Company's current list price of such Product or (ii) quote or offer any Service whatsoever (regardless of pricing) in each case without the prior written consent of the Company. The Company shall have the right in its sole and absolute discretion to set the list pricing of its Products and Services and to adjust such pricing from time to time.
- 3.3. The Company's price to Partner for any Product or Service sold by Partner pursuant to this Agreement (the "Wholesale Price") shall be an amount equal to (x) the Retail Price payable by the Customer minus (y) the applicable margin, expressed as a percentage of the Retail Price, in the table annexed to this Agreement as Schedule C.
- 3.4. The Wholesale Price does not include any sales, use, excise or other tax (any "Governmental Charge") due in connection with any sale of Products or Services by Partner. If the Company is required under applicable law to collect a Governmental Charge, the amount thereof will be added to the Wholesale Price and Partner shall be solely responsible therefor.

4. Exclusivity; Opportunity Registration

- 4.1. Subject to Paragraph 4.5, Partner shall have the exclusive right to sell and distribute to each Customer named therein those Products (including but not limited to License renewals) and Services identified and associated with such Customer in Schedule D, if any, or in any currently effective Opportunity Registration Form submitted by Partner and approved by the Company after the Effective Date pursuant to the provisions of this section (each a "Registered Opportunity").
- 4.2. Attached hereto as Schedule D is a list of Partner's Registered Opportunities, if any, as of the Effective Date (each an "Initial Registered Opportunity"). If Partner wishes to register any other sales

Opportunity, it shall do so by submitting to the Company a written application (an "Opportunity Registration Form") identifying the prospective Customer, the Products and Services proposed for sale, and containing such contact and other information as the Company may require from time to time, all in accordance with the Company's then current Opportunity registration procedures. The Company shall have sole and absolute discretion whether to approve or reject Partner's application, which determination shall be made within a reasonable time following Partner's submittal of the applicable Opportunity Registration Form together with all supplemental information, if any, reasonably requested by the Company in connection therewith.

- 4.3. No sales Opportunity other than an Initial Registered Opportunity shall be qualified as a Registered Opportunity of Partner for purposes of this Agreement unless and until the Company has signified its approval of the applicable Opportunity Registration Form by countersigning such form and by delivering the countersigned form or a copy thereof to Partner, which approval shall not be unreasonably withheld or delayed.
- 4.4. The Company will review with Partner the status of each Registered Opportunity from time to time but in any event not less frequently than every sixty (60) days. If the Company reasonably determines that Partner is not taking adequate action to pursue, support or service a Registered Opportunity, the Company may issue to Partner a written notice (a "Warning Notice") warning Partner that the registration of such Opportunity in favor of Partner (the "Opportunity Registration") is at risk of revocation unless the areas of inadequate action are addressed.
- 4.5. If all areas of inadequate action identified in a Warning Notice are not addressed to the reasonable satisfaction of the Company within thirty (30) days following issuance of a Warning Notice, or such longer cure period (if any) as the Company may elect to give Partner in the Warning Notice, the Company upon not less than ten (10) business days' prior written notice to Partner may revoke the applicable Opportunity Registration.
- 4.6. Notwithstanding the foregoing, no Opportunity Registration may be revoked prior to the expiration of (i) if the Opportunity is listed in Schedule D, ninety (90) days following the Effective Date or (ii) if the Opportunity is qualified as a Registered Opportunity after the Effective Date, the date of such qualification as provided more particularly in Paragraph 4.3.

5. Support and Training

- 5.1. Except as otherwise provided in the applicable Order, Partner shall be responsible for any and all services required by its Customers to set up, configure and deploy the Software in the Customer's network environment (or in the Company's SaaS environment in the case of a hosted solution) and to train the Customer's staff in the use of the Software.
- 5.2. The scope of and responsibility for Software support during the term of any license sold by Partner shall be as provided in Schedule E.
- 5.3. Within thirty (30) days following the Effective Date and thereafter at all times during the Term, Partner shall maintain on its staff, at a minimum, the number of ConnectALL certified sales representatives and engineers associated with Partner's Reseller Tier in the table annexed to this Agreement as Schedule F. Certification under this paragraph shall be in the discretion of the Company based on its reasonable assessment of the staff member's competency following completion of all required training. The Company will provide such training and all related materials, information and know-how at no charge to Partner, but Partner shall bear all out of pocket expenses (if any) incurred by or on behalf of members of its staff in connection therewith.

- 5.4. In furtherance of the foregoing, the Company will provide to Partner without charge and Partner will have the right to use during the Term solely for internal training and demonstration purposes one hosted or on-premises non-production instance of the Software.

6. Publicity and Marketing

- 6.1. As soon as practicable following the Effective Date, the parties will issue through one or more channels of wide and generally recognized distribution a mutually agreeable joint press release highlighting Partner's appointment as an authorized ConnectALL reseller and the capabilities and value of the Software as a solution for prospective Customers.
- 6.2. Partner at all times during the Term will prominently feature the Software and the Company and its logo on Partner's website.
- 6.3. Partner will actively, diligently and continuously market and promote the Software in direct email to Customers and prospects; through Partner's social media outlets (if any) on LinkedIn, Facebook, Twitter and otherwise; and through other normal and customary means and marketing channels consistent with the standards of the trade.
- 6.4. Without limiting the generality of the preceding paragraph, Partner will work with the Company to produce the specific marketing content set forth in Schedule G and will distribute and promote such content through the various channels contemplated by the preceding paragraph.

7. Ordering, Fulfillment and Payment Terms

- 7.1. Partner shall order Products and Services from the Company on a Customer by Customer basis in accordance with the Company's standard ordering procedures in effect from time to time. Partner shall include all relevant and material information when submitting orders for Products and Services (each "an Order"), including but not limited to (i) the full legal name and address of the Customer and the purchasing unit or division within Customer, if applicable; (ii) the type of Software and license (i.e., hosted or on-premises installation) and the nature and scope of any Services to be provided by the Company; (iv) the number of license keys; (v) the Retail Price; and (vi) any other information the Company may reasonably request or require, including but not limited to a copy of Partner's quote to the Customer and documentation reflecting Customer's acknowledgment and acceptance thereof. Partner's placement of an Order with the Company shall constitute a representation and warranty that the information submitted to the Company pursuant to this paragraph is true, accurate and complete and that the Order reflects a bona fide sale to the Customer identified therein. All Orders shall be subject to acceptance by the Company, which acceptance shall not be unreasonably withheld or delayed.
- 7.2. The Company may invoice Partner for the applicable Wholesale Price upon or at any time after its acceptance of an Order. The Company's invoices shall be due and payable within forty-five (45) days, time being of the essence of this provision, regardless of when or whether Partner is paid by its Customer.
- 7.3. Without limiting any other right or remedy of the Company under this Agreement, if a Delinquent Invoice shall be outstanding at any time, the Company upon not less than three (3) business days' prior written notice to Partner may (i) revoke the Opportunity Registration under which the such invoice arose and (ii) in addition to or in lieu of such revocation, suspend delivery of license keys to the Software until such invoice is paid in full, including but not limited to license keys under Orders unrelated to the Delinquent Invoice.

8. General Obligations of Partner

- 8.1. In performing this Agreement and in its dealings with Customers and prospects, Partner will conduct itself in an ethical and professional manner that reflects favorably on the goodwill and reputation of the Company.
- 8.2. Partner will promptly process Customer orders and respond to inquiries from Customers and prospects.
- 8.3. Partner shall be responsible for all communications with its Customers, including but not limited to informing Customers about updates and upgrades of ConnectALL Software as they become commercially available.
- 8.4. Partner acknowledges that a Customer's use of Software sold by Partner shall be subject to the Customer's acceptance of and agreement to be bound by the terms and conditions of the Company's standard end user license agreement in effect at the time the Customer downloads its license keys (the "EULA"). Partner will inform each prospect and include in all of Partner's quotations and proposals relating to the Software a notice to the effect that use of the Software is subject to the terms and conditions of the EULA, and will include in each such quotation or proposal include either a printed copy of the EULA or a link to the EULA on the Company's website. Partner will immediately notify the Company if it learns or suspects of a material breach of the EULA by a Customer.
- 8.5. Partner further acknowledges that, under the terms of the EULA, the Software is licensed to Customers "as is" and "as available" with all faults and without warranties of any kind, express or implied, including but not limited to implied warranties of performance, merchantability and fitness for a particular purpose, all of which are hereby disclaimed. Partner will make no statement, representation or warranty to a Customer or prospect inconsistent with this disclaimer in the EULA, or with the specifications, features and capabilities of the Software described in the Documentation, or that is otherwise false or misleading with respect to the Software.
- 8.6. Partner is responsible for collecting and remitting to the appropriate governmental authorities any and all sales, use and other taxes due in respect of its sales to Customers.
- 8.7. Partner shall comply with all laws, rules, ordinances, decrees and regulations applicable to its performance of and activities in connection with this Agreement.

9. Term and Termination

- 9.1. The initial term of this Agreement will be a period of one (1) year beginning on the Effective Date. Thereafter, on each anniversary of the Effective Date, this Agreement will automatically renew for successive one-year renewal terms unless either party gives the other party notice of non-renewal not later than sixty (60) days before the next scheduled renewal date, in which case this Agreement shall expire at the end of the then current term.
- 9.2. This Agreement may be terminated by either party if the other party is in breach of any material provision of this Agreement, but only after notice of default and an opportunity to cure has been given to the breaching party in accordance with the next paragraph. For purposes of this Agreement, a monetary default (that is, non-payment of any sum of money due and owing under this Agreement) shall be deemed material per se, regardless of the amount involved.
- 9.3. A notice of default must give the breaching party at least thirty (30) days' opportunity to cure in the case of a non-monetary default and at least five (5) days' opportunity to cure in the case of a monetary default. If the breaching party has not cured the breach before the cure date stated in the notice of

default, the party giving notice may terminate this Agreement by giving the breaching party a notice of termination stating the date on which the termination is to be effective. Notwithstanding the delivery of a notice of default or notice of termination under this paragraph, the parties will continue to observe and perform their respective obligations under this Agreement until the effective date of termination.

- 9.4. Upon the expiration of this Agreement or the effective date of any earlier termination of this Agreement pursuant to this section, (i) all Opportunity Registrations shall be null and void; (ii) Partner shall promptly return to the Company or, in the case of electronic files, delete from email folders and generally accessible directories (A) all Documentation, product literature, fee schedules, and other written materials provided by the Company to Partner in connection with this Agreement; (B) all advertising and promotional materials bearing any Company Marks; and (C) all materials or files containing Confidential Information of the Company, in each case to the extent the forgoing are then in Partner's possession or under its control; and (iii) Partner shall immediately cease holding itself out as an authorized reseller of the and delete from its website any and all Company Marks.

10. Restrictive Covenant

- 10.1. For a period of twelve (12) months commencing on the expiration of this Agreement or the effective date of any earlier termination of this Agreement pursuant to Section 9, Partner will not directly or indirectly (i) solicit or endeavor to entice away from the Company any Customer or active prospect of the Company for the purpose of selling or reselling to such Customer or prospect third-party software competitive with or substantially comparable to ConnectALL Software or (ii) cause or induce any such Customer or prospect to terminate or fail to continue its business relationship with the Company.
- 10.2. Partner acknowledges that any breach of the foregoing covenants may cause suffer substantial and irrevocable harm to the Company and its prospects for which monetary damages may not be a sufficient remedy. Accordingly, in addition to and without limiting any other remedy available at law or in equity, the Company shall be entitled to specific performance and injunctive and equitable relief as remedies for any breach or threatened breach of this section by Partner.
- 10.3. If any court or tribunal of competent jurisdiction shall refuse to enforce any of the foregoing restrictions based on its determination that the scope of such restriction is excessive or unreasonable (whether as to geographic area, time, prohibited activities, or otherwise), the court or tribunal, as the case may be, shall have the authority to reduce and/or otherwise modify the scope of such restriction so that the restriction is enforceable to the maximum extent permitted by law.

11. Independent Contractor

- 11.1. The parties acknowledge and confirm that Partner is an independent contractor. Neither this Agreement nor its performance shall give rise or be construed to give rise to a partnership, joint venture, joint enterprise or agency relationship between Partner and the Company. Partner will not hold itself out to any Customer or prospect or to the market generally in a manner inconsistent with this paragraph and will clearly indicate to each Customer and prospect that Partner is acting for its own account and not as an agent of the Company.
- 11.2. Without limiting the generality of the foregoing, Partner shall have no authority and shall not hold itself out as having authority to negotiate or agree to any modification of the terms of the EULA. If a prospect or Customer or prospect requests a modification or amendment of the EULA as a condition of its purchase or renewal of a License, Partner will promptly forward such request to the Company, but the Company shall have no obligation to accept or negotiate the proposed modification or amendment.

12. Confidentiality

- 12.1. As used in this section, the term "Confidential Information" means non-public information disclosed or made available by one party (hereafter, the "Disclosing Party") to the other party (hereafter, the "Receiving Party") in connection with the performance of this Agreement that is marked "confidential" or "proprietary" or, regardless of such marking, that a reasonable businessperson would understand to be of a confidential or proprietary nature under circumstances of disclosure or to give the Disclosing Party a competitive business advantage by reason of such information not being generally known, including but not limited to financial information, marketing plans, business opportunities, and the terms and conditions of this Agreement. Notwithstanding the foregoing, non-public information disclosed or made available by the Disclosing Party shall not be deemed Confidential Information for purposes of this Agreement if (i) such information becomes publicly known after disclosure to the Receiving Party through no act or neglect of the Receiving Party in violation of this Agreement, (ii) such information that was already known or subsequently becomes available to the Receiving Party or its Representatives as a result of disclosure by a third party not under duty of confidentiality to the Disclosing Party, or (iii) such information was independently developed by the Receiving Party or its Representatives without reliance on or use of Confidential Information of the Disclosing Party.
- 12.2. The Receiving Party shall hold in strict confidence and shall not disclose or communicate to any other person Confidential Information of the Disclosing Party furnished or made available to the Receiving Party, whether before or after the Effective Date. The Receiving Party shall use Confidential Information of the Disclosing Party solely for the purpose of and in connection with performing its obligations under this Agreement and for no other purpose. The Receiving Party shall protect Confidential Information of the Disclosing Party from unauthorized disclosure contrary to this section using the same degree of care the Receiving Party uses to protect its own confidential and proprietary information but no less than a reasonable degree of care.
- 12.3. Notwithstanding the foregoing, the Receiving Party may disclose Confidential Information of the Disclosing Party to such of the Receiving Party's directors, officers and responsible employees and to such of its outside financial, legal and tax advisors and consultants of the Receiving Party or any of its Affiliates (each a "Representative") as have reasonable need for such information in connection with this Agreement, provided that each Representative to whom Confidential Information of the Disclosing Party is disclosed (i) has been informed of the confidentiality of the such information and (ii) is obligated by reason of a written agreement, conditions of employment, professional ethics or operation of law to maintain and hold in confidence Confidential Information of the Disclosing Party to the same extent required of the Receiving Party under this Agreement. The Receiving Party shall be responsible for, and shall indemnify the Disclosing Party against losses sustained by the Disclosing Party as a result of, any unauthorized disclosure of Confidential Information by its Representatives or any of them contrary to the terms of this Agreement.
- 12.4. At the written request of the Disclosing Party, the Receiving Party will promptly return to the Disclosing Party or delete or destroy, as the Disclosing Party may direct and as the context may require, all printed materials and digital files containing Confidential Information of the Disclosing Party then in the possession or control of the Receiving Party or any of its Representatives, including but not limited to information stored on hard drives, in computer memory, on remote servers, and any other data storage apparatus or depository. With respect to digital files and other information stored electronically, it is understood that deletion of such files from e-mail folders and working directories shall suffice for destruction in accordance with this section, there being no need to erase system back-up files.

- 12.5. The Receiving Party acknowledges that Confidential Information of the Disclosing Party is unique and valuable to the Disclosing Party and that monetary damages may not be a sufficient remedy for unauthorized disclosure of such information contrary to this agreement. Accordingly, in addition to and without limiting any other remedy available at law or in equity, the Disclosing Party shall be entitled to specific performance and injunctive and equitable relief as a remedy for any breach or threatened breach of this section by the Receiving Party or any of its Representatives.
- 12.6. In the event the Receiving Party or any of its Representatives is required by law, regulation or court order to disclose Confidential Information of the Disclosing Party, the Receiving Party will, to the extent permitted by law and reasonably practicable, promptly notify the Disclosing Party in writing prior to such disclosure in order to give the Disclosing Party an opportunity to petition the court or other authority for a protective order or similar remedy. The Receiving Party agrees to reasonably cooperate with the Disclosing Party, at the Disclosing Party's cost, in connection with any such petition.

13. Intellectual Property

- 13.1. This Agreement does not confer upon Partner any intellectual property rights in the Software, all of which are hereby reserved by the Company.
- 13.2. Partner shall not (i) adapt, alter, create derivative works based on, modify, or translate the Software, in whole or in part; (ii) sell, assign, lease, market, rent, sublicense, or otherwise grant rights to the Software, in whole or in part, to any third party in any form, except as otherwise expressly permitted hereby; (iii) make or distribute copies of the Software, or make Software available for usage or inspection, except as otherwise expressly permitted hereby; (iv) obscure, remove or alter any of the trademarks, trade names, logos, patent or copyright notices or markings incorporate in the Software or its labeling or packaging; (v) add any other notices or markings to the Software or its labeling or packaging; or (vi) reverse engineer, decompile or disassemble any component of the Software or otherwise obtain or attempt to obtain or derive the source code of the Software.

14. Limitation of Liability

NEITHER PARTY WILL BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, PUNITIVE, EXEMPLARY OR SPECIAL DAMAGES ARISING OUT OF OR ATTRIBUTABLE TO SUCH PARTY'S PERFORMANCE, NON-PERFORMANCE OR TERMINATION OF THIS AGREEMENT, REGARDLESS OF WHETHER LIABILITY IS ASSERTED IN CONTRACT OR TORT AND EVEN IF SUCH PARTY WAS ADVISED OR AWARE OR SHOULD HAVE BEEN AWARE OF THE POSSIBILITY OF SUCH DAMAGES.

15. Notices

- 15.1. Any notice by one party to the other explicitly required or permitted this Agreement shall be in writing and shall be delivered in person or sent by reputable overnight courier, certified mail (return receipt requested), or electronic mail at the address set forth below the recipient's name on the signature page hereto, or to such other notice address as a party may designate after the Effective Date by written notice to the other party in accordance with this section.
- 15.2. A notice sent by overnight courier or electronic mail shall be deemed to have been given to the recipient effective as of the next business day following delivery to the courier or e-mail transmission, as the case may be. A notice sent by certified mail shall be deemed to have been given to the recipient effective as of the third business day after mailing.

16. Miscellaneous

- 16.1. Partner may not assign this Agreement or any of its rights hereunder without the prior written consent of the Company, which consent may be withheld or conditioned in the Company's sole and absolute discretion. If Partner is a legal entity, any merger or consolidation of Partner with or into another legal entity or any sale, transfer or issuance of voting securities or other equity resulting in a change in control of Partner shall constitute an assignment of this Agreement for purposes of this paragraph.
- 16.2. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof. All prior agreements and discussions between the parties relating to such subject matter, whether written or oral, are terminated and superseded hereby.
- 16.3. This Agreement may not be modified or amended except pursuant to a written instrument which expressly refers to this Agreement; states that it is intended to be a modification or amendment, as the case may be; and is signed by both parties in the case of a modification or amendment. No course of conduct or dealing between the parties and no custom or trade usage shall be relied upon or construed or operate to vary the stated terms of this Agreement.
- 16.4. A party's failure to exercise or delay in exercising any right, power or privilege under this Agreement shall not operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege under this Agreement preclude any other or further exercise thereof or the exercise of any other right, power or privilege. No term or provision of this Agreement shall be deemed waived and no breach consented to unless such waiver or consent shall be in writing and signed by the party to be charged with such waiver or consent.
- 16.5. This Agreement shall be deemed to have been made in the State of California and shall be construed and enforced in accordance with, and the validity and performance hereof shall be governed by, the laws of such state, without regard to conflict of laws principles.
- 16.6. The state courts of the State of California and the federal courts located in such state shall have exclusive jurisdiction over any action or proceeding to enforce or otherwise arising out of or relating to this Agreement. Each party knowingly and voluntarily waives any right such party may have to contest the jurisdiction or venue of such courts on the ground of forum non conveniens, lack of personal jurisdiction, or otherwise and any right such party may otherwise have to commence such action or proceeding in another court of competent jurisdiction.
- 16.7. The provisions of Section 12 (Confidentiality) and Section 13 (Intellectual Property) shall survive the expiration or any earlier termination of this Agreement indefinitely.
- 16.8. If any provision of this Agreement is held to be invalid, illegal or unenforceable for any reason or in any respect whatsoever, such invalidity, illegality or unenforceability shall not affect any other provisions of this Agreement, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

- 16.9. The parties intend and direct that this Agreement shall be interpreted fairly in accordance with its terms and without any strict construction in favor of or against either party or the application of any rule of law to the effect that ambiguities in the final written form of an agreement shall be interpreted or construed against the drafter.
- 16.10. This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. The transmission by email in portable document format (.pdf) of a signed counterpart of this Agreement or any notice required or permitted hereunder will have the same force and effect as delivery of the original and will constitute valid and effective delivery for all purposes of this Agreement.

[SIGNATURE PAGE FOLLOWS]

[SIGNATURE PAGE]

IN WITNESS WHEREOF, the parties have executed this Reseller Agreement intending to be legally bound as of the Effective Date first written above.

CONNECTALL, LLC

By 
Name: Jennifer Fairhead
Title: Operations Specialist
Date: 20 January 2021

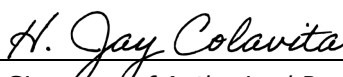
Address:

ATTN: Legal
177 E. Colorado Blvd.
Unit 200
Pasadena, CA 91105

E-mail: legal@connectall.com

PARTNER:

Vertosoft LLC
Full Corporate Name

By 
Signature of Authorized Representative
Name: Jay Colavita
Title: President
Date: 01/20/2021

Address:

ATTN: Jay Colavita
1602 Village Market Blvd SE
Suite 215
Leesburg, VA 20175

E-mail: jay@vertosoft.com

Schedules

Schedule A Territory
Schedule B Pricing Exceptions
Schedule C Reseller Margins
Schedule D Initial Registered Opportunities
Schedule E Support Levels and Responsibilities
Schedule F Professional Competencies
Schedule G Marketing Content and Initiatives

**SCHEDULE A
TERRITORY**

North America

**SCHEDULE B
PRICING EXCEPTIONS**

NONE

**SCHEDULE C
RESELLER MARGINS**

Reseller Tier	Qualified New Sales Range*	Products†		Services†
		New Sale	Renewal	
Platinum	Over \$500,000	35%	10%	10%
Gold	\$100,000 - \$500,000	30%	10%	10%
Silver	Under \$100,000	25%	10%	10%

* Cumulative, excluding renewals. Calculated on rolling 12-month basis. In the case of any sale, applicable sales range shall be determined by adding the amount of the sale to all prior new sales credited to Partner since the start of the applicable rolling 12-month period.

Vertosoft LLC will be a Silver level partner for direct reselling of ConnectALL.

Vertosoft LLC will receive 10% for order processing of non-direct/passthrough customers. Passthrough orders shall be excluded from Qualified New Sales calculations and shall have no impact on reseller tier.

SCHEDULE D
INITIAL REGISTERED OPPORTUNITIES

NONE

SCHEDULE E
SUPPORT LEVELS AND RESPONSIBILITIES

Support Tier	Responsible Party
Level 1 Support	Company
Level 2 Support	Company
Level 3 Support	Company

Level 1 Support

This tier applies to the receipt, diagnosis, reply, and resolution tracking of initial Customer support tickets, configuration and licensing of all ConnectALL products:

- Verify that all necessary hardware and software requirements are fulfilled
- Assist in the execution of installation programs
- Perform licensing/EULA tasks to issue the correct number of licenses for an installation
- Provide assistance to establish connections to the appropriate database(s) or supported applications
- Provide the necessary support to achieve basic product functionality as described in the standard documentation
- General assistance that would be expected from a typical "help desk"
- Logging and tracking of Customer support ticket(s) from beginning to closure

Level 2 Support

This tier applies to problems or questions related to ConnectALL's core functionality. Problems at this level are generally reproducible by a Support or Solutions Engineer. Many solutions will be repeat solutions, possibly available in FAQ documents or a technical knowledge base. If Customer support issue cannot be resolved at the Level 1 Support tier, then the Company will:

- Determine if the reported problem described applies to the supported ConnectALL product
- Attempt to duplicate the reported behavior, obtaining source code or other application components developed by the Customer, if necessary
- Attempt to provide a fix or a workaround to the problem
- Escalate the problem as an "Advanced Problem" to the Company's Engineering team if all of the above fail to resolve the problem

Level 3 Support

This tier applies to problems or questions that would be considered an "Advanced Problem" or other issues with a greater degree of difficulty or complexity than those handled in Level 1 or Level 2 tiers. Problems at this level will generally require the involvement of a Senior Support Engineer or Senior Product Engineering Developer of the Company, who is able to bring more direct product and source code expertise:

- Determine if the reported problem described applies to the supported ConnectALL product
- Further attempt to duplicate the reported behavior if such attempts failed at Level 2
- Attempt to provide either a fix or workaround to the problem
- Escalate the problem as a product deficiency to the Company's Product Engineering Development organization if duplication occurs without resolution
- Apply follow-up inquiries to the Company Product Engineering Development to determine resolution status or schedule
- Release all solution-related bug-related fixes, patches, updates, software and documentation to all

interested parties upon resolution

Schedule E Notes:

Included in each level of support will be a web-based technical support knowledge base and on-line FAQs. This is the same knowledge base used by the Company's India engineering and support team and contains multitudes of ConnectALL solutions. Questions submitted via the web are dispatched just as an incoming telephone call would be handled.

SCHEDULE F
MINIMUM CERTIFIED STAFF

Reseller Tier*	Sales Professionals	Solutions Engineers	Support Engineers
Platinum	3	3	2
Gold	2	2	N/A
Silver	0	0	N/A

* Function of Partner's cumulative sales on rolling 12-month basis. See Schedule C.

SCHEDULE G
MARKETING CONTENT AND INITIATIVES

Reseller Tier*	Webinars†	Case Studies**
Platinum	3	2
Gold	2	1
Silver	0	N/A

* Function of Partner's cumulative sales on a rolling 12-month basis. See Schedule C.

† Per Contract Year. Jointly produced and developed webinar featuring ConnectALL's capabilities and value proposition. Parties will advertise and promote webinar on their respective websites and invite entire client base to attend.

** Per Contract Year. Jointly researched and developed business use case working with actual Customer to show how Customer uses ConnectALL Software and how the Software benefits the Customer's business. To be released and prominently featured on the websites of both parties.