

Cognillo Reseller Agreement

This Cognillo Reseller Agreement (the "**Reseller Agreement**") is between

_____ located at (Full Address) _____

("you" or "**Reseller**"), and Tendero Inc. (EIN #46-1466631) located at 2500 Plaza 5, 25th floor Harborside Financial Center, Jersey City, NJ 07311, USA doing business as Cognillo (hereinafter referred to as "Cognillo" or "we"). If you are agreeing to this Reseller Agreement not as an individual but on behalf of your company, then "Reseller" or "you", a natural person or legal entity, with its name and address provided by the Reseller through Cognillo system or otherwise in writing.

This Reseller Agreement is a separate agreement from the agreement that Cognillo has with its end users at <https://www.cognillo.com/storage/documents/EULA.pdf> ("**Cognillo End User License Agreement**"). For convenience and consistency, however, the definitions of certain terms related to our products and services (namely Software, Hosted Services, Products, and Authorized Users) will be the same as those in the Cognillo End User License Agreement. Reseller is not a party to, nor is it bound by the Cognillo End User License Agreement.

The effective date of this Agreement (the "Effective Date") is the date this Agreement is executed by the Reseller, whether by means of signing the forms through Cognillo's Website or Cognillo's Software, as defined herein, or by any other means. In the unlikely event the Services, as defined herein, are commenced prior to execution of this Agreement by the Client, the Effective Date of this Agreement shall be the date of commencement of the Services.

1. Order Requirements.

To the extent that we make Products available for resale, you must provide all of the requested information to Cognillo procurement at email address procurement@cognillo.com including, without limitation, the identity of the end user, the end user's business and email addresses, and the specific Software licenses, Hosted Services subscriptions, or other Products to be resold in your order ("**Reseller Order**"). All such information must be accurate and complete and must reflect bona fide orders you have received from end users. Entities which are controlled by or under common ownership with Reseller ("Affiliates") may enter into Reseller Orders under this Agreement provided that Reseller and such Affiliate shall be jointly and severally liable for all obligations of Affiliate in relation to such Reseller Order.

2. Limited Right to Resell.

Subject to this Reseller Agreement, we grant you a one-time, non-exclusive, non-transferable right to resell the Products specified in your Reseller Order to the end user specified in the Reseller Order, solely for use by such end user in accordance with the Cognillo End User License Agreement. This right to resell does not apply to any other end user or Products (including without limitation any sale

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to any related party, organization or affiliate, or to any subsequent, additional or renewal sale to the same party).

3. Enforcement of Cognillo End User License Agreement.

3.1. End User Terms. All use of the Products by end users is subject to the Cognillo End User License Agreement, and you may not purport to impose any other terms pertaining to their use of the Products,

3.2. Enforcement Notice. You agree to make reasonable commercial efforts immediately notify us of any known or suspected breach of the Cognillo End User License Agreement or other unauthorized use of the Products and, at our sole expense, to assist us in the enforcement of the terms of the Cognillo End User License Agreement.

4. Identification as Reseller.

Subject to this Reseller Agreement, you are permitted to identify yourself as a Cognillo "Reseller" solely relating to your resales of Products.

5. Payment and Delivery.

5.1. Fees. Your payment of undisputed invoices to Cognillo is due within 45 days from the time you receive the Invoice.

5.2. Delivery. Upon receipt of payment OR receipt of a valid purchase order which is accepted by Cognillo, we will deliver the applicable Software license key, Hosted Services login information, or other information necessary for end users to use or access the applicable Products directly to the delivery contact specified in the Reseller Order in accordance with our standard delivery procedures. If we deliver the license keys or logins to you, you agree that you will, in turn, deliver them directly to the end user specified in the Reseller Order, and not to use or access the Software, Hosted Services, or other Products in any way. You must either delete all license keys promptly thereafter or maintain them in confidence.

5.3. Taxes. Payments made by you under this Reseller Agreement exclude any taxes or duties payable in respect of the Products in the jurisdiction where the payment is either made or received. To the extent that any such taxes or duties are payable by Cognillo, you must pay to Cognillo the amount of such taxes or duties in addition to any fees owed under this Reseller Agreement.

Notwithstanding the foregoing, you may have obtained an exemption from relevant taxes or duties as of the time such taxes or duties are levied or assessed. In that case, you will have the right to provide to Cognillo any such exemption information, and Cognillo will use reasonable efforts to provide such invoicing documents as may enable you to obtain a refund or credit for the amount so paid from any relevant revenue authority if such a refund or credit is available. Notwithstanding anything to the contrary in this Agreement, each party will be responsible for taxes based on its own capital, net income, employment taxes of its own employees, and for taxes on any property it

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owns.

5.4. End User Pricing and Payment; Refunds.

Reseller may establish at its own discretion the resale price of Products. You bear all risk of non-payment by end users, and you are solely responsible for all of your costs and expenses. You may not terminate a Reseller Order or receive any refunds due to non-payment by an end user, except as set out herein. If Cognillo provides any refund to an end user under our standard return policy, Cognillo, at its option, will refund the applicable amounts either directly to the end user or to you for distribution to the end user. You agree to cooperate with Cognillo in connection with any such refund.

6. Separate Cognillo Expert Program.

Entering into this Reseller Agreement does not qualify you as a Cognillo Expert or grant you any related rights. If you are interested in our separate Cognillo Expert program, please contact us at experts@cognillo.com.

7. No Use Rights; Cognillo Reserved Rights.

Only the end user customer of the Products (and its Authorized Users) may use the Products. You are not permitted to use any Products resold under this Reseller Agreement for your own benefit. To the extent that you nevertheless gain any access to the Products, all license restrictions in the Cognillo End User License Agreement apply to you. Notwithstanding anything to the contrary contained in this Reseller Agreement, except for the limited resale right in Section 2 above, Cognillo and its suppliers have and will retain all rights, title and interest (including without limitation all patent, copyright, trademark, trade secret and other intellectual property rights) in and to all

Products, service descriptions, documentation, and underlying technology ("**Cognillo Technology**"), and all copies, modifications and derivative works thereof. You acknowledge that you are obtaining only a limited right to resell the Products and that irrespective of any use of the words "purchase", "sale" or like terms hereunder no ownership rights are being conveyed to you under this Reseller Agreement or otherwise.

8. Obligations, Indemnity and Liability.

8.1. End User Relationships; Business Practices. You agree not to represent yourself as an agent or employee of Cognillo and agree that we will have primary control over any end user communication regarding the Products once you submit a Reseller Order. You will not make any representations regarding Cognillo, on Cognillo's behalf, or about any Products. The parties shall not engage in any deceptive, misleading, illegal, or unethical practices and shall comply with all applicable federal, state and local laws and regulations while operating under this Reseller Agreement, including without limitation the U.S. Foreign Corrupt Practices Act and any similar laws or regulations in any applicable jurisdiction. Each party shall comply with all applicable export

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and import laws and regulations, including U.S. embargo and sanctions regulations and prohibitions on export for certain end uses or to certain users.

8.2. Indemnity. You will indemnify, hold harmless and (at Cognillo's option) defend Cognillo from and against any third party claim, loss, cost, liability or damage, including attorneys' fees, for which Cognillo becomes liable to the extent arising from or relating to: (a) any breach or alleged by you of any term of this Reseller Agreement, (b) the issuance by you of any warranty or representation regarding Cognillo or its products or services not specified in the Cognillo End User License Agreement, or (c) any of your other grossly negligent acts or willful omissions in connection with the marketing or resale of the Products under this Reseller Agreement. Cognillo shall indemnify, defend and hold Reseller harmless from all losses and liabilities (including reasonable attorney fees and court costs arising from third party claims: (i) alleging that the Hosted Services, Software, Products, Cognillo Technology infringe any patent, copyright, trademark, trade secret or other proprietary right; and (ii) that Cognillo has breached any representation, warranty, covenant or obligation to an end user.

Cognillo shall defend, indemnify, and hold Reseller harmless from and against any third-party claims, damages, demands, liabilities or expenses arising from injury or damages resulting in any way from product defect or malfunction, misrepresentation by Cognillo, its employees, agents or representatives. Cognillo shall extend to Reseller all indemnifications relating to any claims, demands, actions, suits, arbitrations, assessments, adjustments or other proceedings alleging that any Cognillo Product infringes upon the copyright, trademark, patent, trade secret or other intellectual property or proprietary rights of a third party.

To obtain indemnification, the party seeking indemnification ("Indemnitee") must: (i) give written notice of any claim promptly to the other party ("Indemnitor") (provided that the Indemnitor's obligations shall only be diminished to the extent that a delay prejudices its defense of such matter); (ii) give Indemnitor, at its option, sole control of the defense and settlement of such claim, provided that Indemnitor may not, without the prior consent of Indemnitee (not to be unreasonably withheld), settle any claim unless it unconditionally releases the Indemnitee of all liability; (iii) provide to Indemnitor all available information and assistance; and (iv) not compromise or settle such claim.

9. Termination.

9.1. Termination. We may terminate this Reseller Agreement if you materially breach any provision in this Reseller Agreement and fail to cure such breach within fifteen (15) days of written notice of such breach. In addition, either party may terminate this Reseller Agreement for any reason or no reason upon thirty (30) days' written notice to the other party.

Cognillo may also terminate this Reseller Agreement immediately upon notice to you if (a) it ceases to offer the current Reseller program or (b) it reasonably believes that continuing hereunder could result in business or legal liability for Cognillo or otherwise harm Cognillo or its end users. Reseller may terminate this Reseller Agreement for any reason or no reason without cost or penalty.

9.2. Effect of Termination. Neither party will have any obligation or liability resulting from termination or expiration of this Reseller Agreement in accordance with its terms. Notwithstanding anything to the contrary herein, termination of this Agreement will not affect Reseller Orders already placed before the effective date of termination, subject to payment under the terms herein. Upon termination or expiration of this Reseller Agreement: (a) you must immediately cease identifying yourself as an Cognillo Reseller and using Cognillo Marks in connection with your resale activities hereunder, (b) each party must destroy all Confidential Information in your possession and certify destruction (unless we request that you return such materials to us) and (c) Sections 5 (Payment and Delivery) (but only with respect to Reseller Orders completed during the Term), and 8 (Obligations, Indemnity and Liability) through 15 (General) will survive.

Notwithstanding anything herein, the Receiving Party shall be entitled to retain archival copies of the Information for legal, regulatory or compliance purposes, and nothing shall require the erasure, or destruction of back-up media made in accordance with the Receiving Party's document-retention procedures.

10. Confidentiality.

Except as otherwise set forth in this Reseller Agreement, each party agrees that all code, inventions, know-how, business, customer information, technical and financial information it obtains (as "Receiving Party") from the disclosing party ("Disclosing Party") constitute the confidential property of the Disclosing Party ("Confidential Information"), provided that it is identified as confidential at the time of disclosure or should be reasonably known by the Receiving Party to be Confidential Information due to the nature of the information disclosed and the circumstances surrounding the disclosure. Any Cognillo Technology and any performance information relating to the Products shall be deemed Confidential Information of Cognillo, and any customer information provided by a party shall be deemed Confidential Information of that party, without any marking or further designation. Except as expressly authorized herein, the Receiving Party will hold in confidence and not use or disclose any Confidential Information. The Receiving Party's nondisclosure obligation shall not apply to information which the Receiving Party can document: (i) was rightfully in its possession or known to it prior to receipt of the Confidential Information; (ii) is or has become public knowledge through no fault of the Receiving Party; (iii) is rightfully obtained by the Receiving Party from a third party without breach of any confidentiality obligation; (iv) is independently developed by employees of the Receiving Party who had no access to such information; or (v) is required to be disclosed pursuant to a regulation, law or court order (but only to the minimum extent required to comply with such regulation or order and with advance notice to the Disclosing Party). The Receiving Party acknowledges that disclosure of Confidential Information may cause substantial harm for which damages alone would not be a sufficient remedy, and therefore that upon any such disclosure by the Receiving Party the Disclosing Party shall be entitled to seek appropriate equitable relief in addition to whatever other remedies it might have at law.

11. Cognillo Commitments; Warranties.

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Any and all commitments, indemnities and other terms and conditions offered by Cognillo with respect to use of the Products are made directly by Cognillo to the end user in accordance with the Cognillo End User License Agreement and do not extend to you as a Reseller. Cognillo represents and warrants to Reseller that it has full power and authority to grant the rights stated in this Reseller Agreement and that Cognillo has no notice or knowledge of that the Hosted Services, Software, Products, Cognillo Technology infringe any patent, copyright, trademark, trade secret or other proprietary right. We make NO OTHER WARRANTIES, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, TO you as a RESELLER, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR TITLE AND NON- INFRINGEMENT.

12. LIMITATION OF LIABILITY.

12.1. Waiver of Consequential Damages. TO THE FULLEST EXTENT ALLOWED BY LAW, NEITHER PARTY SHALL BE LIABLE FOR ANY LOSS OF USE, LOST DATA, FAILURE OF SECURITY MECHANISMS, INTERRUPTION OF BUSINESS, OR ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND (INCLUDING LOST PROFITS), REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, EVEN IF INFORMED OF THE POSSIBILITY OF SUCH DAMAGES IN ADVANCE. The liability waiver in this Section 12.1 does not apply to breaches of confidentiality under this Agreement.

12.2. Liability Cap. EXCEPT FOR THE INDEMNIFICATION and confidentiality OBLIGATIONS SET FORTH IN THIS AGREEMENT, TO THE FULLEST EXTENT ALLOWED BY LAW, EACH PARTY'S ENTIRE LIABILITY UNDER THIS RESELLER AGREEMENT SHALL NOT EXCEED THE AMOUNTS ACTUALLY PAID BY RESELLER UNDER THIS AGREEMENT.

13. Dispute Resolution; Governing Law

13.1. Governing Law; Jurisdiction. This Reseller Agreement will be governed by and construed in accordance with the applicable laws of the State of New York, USA, without giving effect to the principles of that State relating to conflicts of laws. Each party irrevocably agrees that any legal action, suit or proceeding must be brought solely and exclusively in, and will be subject to the service of process and other applicable procedural rules of, the State or Federal court in New York City, New York, USA, and each party irrevocably submits to the sole and exclusive personal jurisdiction of the courts in New York City, New York, USA, generally and unconditionally, with respect to any action, suit or proceeding brought by it or against it by the other party.

13.2. Injunctive Relief; Enforcement. Notwithstanding the provisions of this Section 13, nothing in this Reseller Agreement shall prevent either party from seeking injunctive relief with respect to a violation of intellectual property rights, confidentiality obligations or enforcement or recognition of any award or order in any appropriate jurisdiction.

13.3. Exclusion of UN Convention and UCITA. The terms of the United Nations Convention on

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Contracts for the Sale of Goods do not apply to this Reseller Agreement. The Uniform Computer Information Transactions Act (UCITA) shall not apply to this Reseller Agreement regardless of when or where adopted.

14. Government End Users.

The Products are commercial computer software. If the user or licensee of the Products is an agency, department, or other entity of the United States Government, the use, duplication, reproduction, release, modification, disclosure, or transfer of the Software, or any related documentation of any kind, including technical data and manuals, is restricted by a license agreement or by the terms of this Reseller Agreement in accordance with Federal Acquisition Regulation 12.212 for civilian purposes and Defense Federal Acquisition Regulation Supplement 227.7202 for military purposes. The Products were developed fully at private expense. All other use is prohibited.

15. General.

This Reseller Agreement is the entire agreement between you and Cognillo relating to the resale of Cognillo products as described in this Reseller Agreement and supersedes all prior or contemporaneous oral or written communications, proposals and representations with respect to the Products or any other subject matter covered by this Reseller Agreement. If any provision of this Reseller Agreement is held to be void, invalid, unenforceable or illegal, the other provisions shall continue in full force and effect. This Reseller Agreement may not be modified or amended except as amended in writing by both parties or otherwise with the written agreement of Cognillo (which may be withheld in its complete discretion without any requirement to provide reasons). As used herein, "including" (and its variants) means "including without limitation" (and its variants) and "herein" refers to this Agreement. If either party to this Reseller Agreement breaches any provision of this Reseller Agreement relating to Confidential Information or intellectual property rights, there may not be an adequate remedy available solely at law; therefore, an injunction, specific performance or other form of equitable relief or monetary damages or any combination thereof may be sought by the injured party to this Reseller Agreement. No failure or delay by the injured party to this Reseller Agreement in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any right, power or privilege hereunder at law or equity. The parties are independent contractors. This Reseller Agreement shall not be construed as constituting either party as a partner of the other or to create any other form of legal association that would give on party the express or implied right, power or authority to create any duty or obligation of the other party. Any notices sent under this Agreement shall be delivered by reliable means to the addresses listed in the first paragraph above, shall reference this Agreement and, in the case of Reseller, shall be delivered to the attention of the person listed below.

SIGNATURE PAGE

IN WITNESS WHEREOF, Reseller and Cognillo have caused this Agreement to be executed by their respective representatives as of the Effective Date. The persons signing below warrant that they are duly authorized to sign for, and on behalf of, the respective parties. This Agreement has been executed in duplicate originals.

For Tendero Inc (DBA Cognillo):

For Reseller:

Signature

Signature

Printed Name

Printed Name

Title

Title

Date

Date