

Head Reseller Agreement Relevant Terms

Version 1.0

1. Customer Agreements

Customers shall enter into contracts with Reseller directly for the purchase of the Cameras and Add-on Products and the sub-license of the Software. In addition, Reseller shall cause each Customer to execute the Customer Agreement in the form provided, which shall form a direct and binding agreement between Company, on one hand, and the Customer, on the other hand ("Customer Agreement"). Any change in the Customer Agreement vis-a-vis the language of the Customer Agreement shall be coordinated and pre-approved by the Head Seller. Reseller is responsible for ensuring that the Customer's signature of the Customer Agreement is binding upon the Customer for all intents and purposes. Reseller will retain a copy of any Customer Agreement signed by a Customer, and shall enforce and assist the Company in enforcing the terms and conditions of the Customer Agreement, and shall notify Company promptly of any breach by a Customer of a Customer Agreement.

2. Trade and Anti-Corruption

2.1. Trade Compliance

The Reseller shall be fully responsible to obtain and provide for itself and for the Reseller's sub-distributors, if applicable, at its own cost, any and all registrations, licenses, permits, certificates and all other documentation required for the exportation, importation, storage, marketing and distribution of the Product and Add-on Products in the Territory and their sales therein. Without derogating from the above, the Reseller shall be subject to and agrees to comply with all Israeli, European Union, United States and other applicable Ex-Im Laws as shall, from time to time, govern the license and delivery of technology abroad, as well as all Sanctions Laws, and any successor legislation. The Reseller agrees that neither it nor any of its officers, directors, employees, or agents or representatives acting on its behalf shall, directly or indirectly, export, re-export, transfer or transship the Product or Add-on Products or any parts or copies thereof in violation of Ex-Im Laws or Sanctions Laws in effect from time to time. None of the Reseller or the Reseller Related Persons is a Sanctioned Person, and partner and the Reseller Related Persons shall not, directly or indirectly, deliver the Product or Add-on Products to any person, entity or customer who (i) is a Sanctioned Person, (ii) is organized, resident or located in a sanctioned Country, or (iii) intends to use the Product or Add-on Products for design, development, production, usage or stockpile of weapons of mass destruction, such as nuclear chemical, biological weapons or missiles. The Reseller and any Reseller Related Persons shall notify Company immediately should Reseller, Reseller Related Persons, or any of their directors, officers, or employees become a Sanctioned Person.

2.2. Anti-Corruption Compliance

The Reseller is subject to, and required to comply with, U.S. and applicable non-U.S. Laws relating to the prevention of corruption and bribery, including the U.S. Foreign Corrupt Practices Act of 1977, as amended, and the UK Bribery Act of 2010, as applicable (**Anti-Corruption Laws**). The Reseller agrees that the Reseller and the Reseller Related Persons shall not, directly or indirectly, make any unlawful payment or give, offer, promise or authorize, or receive, any money or thing of value to or from any officer, employee or other person acting on behalf of any national, state or local government agency, department or instrumentality, including wholly or partially state-owned entities. The Reseller shall provide the Head Seller with full access to inspect and audit the Reseller's books and records upon five (5) Business Days' notice for the purpose of verifying the Reseller's compliance with Anti-Corruption Laws.

2.3. Cooperation; Breach; Indemnification by Reseller

Upon the Head Seller's request, the Reseller shall provide to the Head Seller any information or documents relating to Reseller's compliance with Ex-Im Laws, Sanctions Laws or Anti-Corruption Laws within five (5) Business Days of receiving such request. The Reseller further agrees to participate in any training regarding compliance with such laws that the Head Seller may require. The Reseller shall promptly notify the Head Seller of any actual or potential breach of Ex-Im Laws, Sanctions Laws or Anti-Corruption Laws by the Reseller or any Reseller Related Person participating in the conduct of any business undertaken for the Head Seller pursuant to the Agreement. The Reseller shall indemnify and hold harmless the Head Seller from and against any and all losses, claims and expenses actually incurred by Head Seller as a result of the breach of the Reseller's obligations under clauses 2.1 and 2.2.

3. Limitation of liability

- 3.1. To the maximum extent permitted by applicable law, in no event shall the Head Seller or its affiliates be liable or responsible to the Reseller or any third party for any type of incidental, punitive, indirect, special or consequential damages, including but not limited to, lost revenue or lost profits, even if advised of the possibility of such damages, whether arising under theory of contract, tort (including negligence), strict liability or otherwise.
- 3.2. Except in the event of death or personal injury, to the maximum extent permitted by applicable law the Head Seller's entire liability to the Reseller or any third party whether under contract, tort or other legal theory, and arising from or related to this agreement and/or the product and/or Add-on Products, shall be limited to the amounts actually received by the Head Seller from the Reseller for the specific unit of the camera or solution or add-on product that gave rise to the claim, and if there is no specific unit of the camera or add-on product or solution that gave rise to the claim, then the Head Seller's entire liability shall not exceed the aggregate amounts actually received by the Head Seller from the Reseller during the 6 month period prior to the event giving rise to the claim.

4. Intellectual Property Rights

4.1. Ownership Rights

All Intellectual Property Rights evidenced by or embodied in and/or attached, connected, or related to the Head Seller's Confidential Information, the Product and the Head Seller's Trademarks are retained by the Head Seller and its licensors. The Reseller acknowledges that except as expressly provided hereunder the Head Seller does not convey any of its Intellectual Property Rights to the Reseller hereunder, and that the Reseller has not, does not, and shall not acquire any rights with respect to the Product or the Head Seller's Intellectual Property Rights, the Third-Party Software or the Add-on Products. To the extent that the Reseller or its employees, contractors or subcontractors participate in enhancements, derivatives, new versions or improvements to the Product (**Modifications**), the Reseller, on behalf of itself and its employees, Reseller Sub-distributors, contractors and subcontractors, shall and hereby does assign to the Head Seller all right, title and interest, including all Intellectual Property Rights, in and to the Modifications.

4.2. Patent Notice

If required, and in order to protect the Head Seller's Intellectual Property Rights, the Reseller agrees, where applicable, that a valid patent notice for the Product will appear on any:

- a media for the Product and any packaging materials associated therein; and
- b promotion material for the Product.

4.3. Reseller's Obligations

The Reseller shall:

- a refrain from copying, reverse engineering, disassembling, de-compiling, translating or modifying the Product and/or Add-on Products or any part thereof or granting any other person the right to do so;
- b not represent that it possesses any proprietary interest in the Product and/or Add-on Products or any part thereof;
- c not directly or indirectly, take any action to contest the Head Seller's Intellectual Property Rights or infringe them in any way;
- d not register, nor have registered, the Head Seller's Trademarks (or those which are similar to the Head Seller's Trademarks);
- e not register any domain name using any of the Head Seller's Trademarks without the Head Seller's prior written consent; and
- f save for the specific purpose contained in this Agreement, it shall not use the Head Seller's Trademarks in any manner whatsoever.

4.4. Notification

Reseller shall promptly notify the Head Seller of:

- a any claims, allegations or notification that its marketing, licensing, support or service of the Product or Add-on Products may or will infringe the Intellectual Property Rights of any other person; and

- b any determination, discovery or notification that any person is or may be infringing the Intellectual Property Rights of the Head Seller. Reseller shall not take any legal action relating to the protection or defense of any Intellectual Property Rights of the Head Seller without the prior written approval of the Head Seller. Reseller shall assist in the protection and defense of such Intellectual Property Rights.

4.5. Customer Data.

Reseller acknowledges and agrees each Customer shall own its Customer Data and the Reseller shall only use Customer Data in connection with performing its obligations under this Agreement.

5. Data Protection and Privacy

5.1. Personal Data

The Reseller shall and shall procure that its employees, agents, subcontractors and all the Reseller's sub-distributors comply with their respective obligations under Data Protection Law and shall not do or omit to do anything that would cause the Reseller to breach its obligations under Data Protection Law. The Reseller and Head Seller each represents that it takes appropriate technical and organizational measures to adequately protect Personal Data in its possession against accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access. The Reseller shall indemnify the Head Seller and its affiliates against claims of third parties, including Data Subjects, as a result of a violation by the Reseller, its employees, agents, subcontractors or a Reseller Sub-distributor of Data Protection Law, and will compensate the Head Seller for all losses (including without limitation reasonable legal, professional and other expenses) sustained by the Head Seller (or its affiliates) as a result of such violation. The Reseller shall only access the Customer's account on the Product in connection with provision of the Services. This Section **Error! Reference source not found.** is in addition to, and does not relieve, remove or replace, a party's obligations under Data Protection Law.

5.2. Mutual Assistance

Subject to applicable law, the parties will make reasonable efforts to assist one another in the handling of Data Subject requests and any dispute or proceeding regarding the Customer's data protection and privacy.

6. Use of Name and Trademarks

6.1. Head Seller's Trademarks

Subject to the terms and conditions of this Agreement, the Head Seller hereby grants to the Reseller a limited, royalty-free, non-exclusive, non-transferable, right and license to use and display the Head Seller's Trademarks within the Territory and solely for purposes of marketing and promoting the Products to Customers and solely in connection with marketing materials approved by the Head Seller.

The Reseller shall comply with the Head Seller's trademark usage practice or any reasonable trademark usage guidelines or instructions that the Head Seller may provide the Reseller from time to time and the Reseller shall afford the Head Seller reasonable opportunities to inspect and monitor the activities of the Reseller in order to ensure that the Reseller's use of the Head Seller Trademarks meets such guidelines. The Reseller hereby acknowledges the existence and validity of the Head Seller's Trademarks and agrees that all goodwill associated with the Reseller's use of the Head Seller Trademarks shall inure solely to the benefit of the Head Seller. The Reseller shall not remove, alter or obscure the TM, ®, (SM), CE or any other markings on the cameras or any marketing literature. The Reseller may identify itself as a Reseller of the Head Seller, but shall not use the Head Seller's Trademarks in its corporate name or in any way state, represent or otherwise imply that its relationship to the Head Seller is anything other than an independent authorized distributor or reseller.

6.2. No Transfer of Title

The Head Seller shall retain sole ownership of the Head Seller's Trademarks and all goodwill associated with the Reseller's use of such Head Seller's Trademarks and the Product.

7. Confidential Information

- 7.1. The Reseller shall maintain in the strictest confidence all the Head Seller's Confidential Information and shall not divulge any of the Head Seller's Confidential Information to any person or entity without the prior express written consent of the Head Seller, except that the Reseller may afford its employees and consultants, who are bound by similar confidentiality provisions, access to the Head Seller's Confidential

Information to the extent required by them for the proper performance of their duties under this Agreement.

- 7.2. The disclosure of the Head Seller's Confidential Information or its use hereunder shall not be construed in any manner to grant the Reseller any right or license with respect to the Head Seller's Confidential Information other than the right to use the Head Seller's Confidential Information strictly in accordance with the terms and conditions of this Agreement.
- 7.3. Without derogating from the above, the Reseller agrees that it will not, at any time, directly or indirectly, use or assist others in using any part of the Head Seller's Confidential Information to design, research, develop, manufacture and/or publish any product which is the same as or similar to the Product or any part thereof.