



Master Reseller Agreement

This Reseller Agreement (the “Reseller Agreement”) is between

A. ZealiD AB (hereinafter “ZealiD”), a Swedish Corporation with company number 556972-4288, with address Box 3437, 103 68 Stockholm, Sweden.

and

B. XYZ (hereinafter “Reseller”), a XYZ Corporation with company number 123, with address XYZ.

Each a Party together the Parties

By executing an Order Form or other Addendum that references this Reseller Agreement, by electronically accepting this Reseller Agreement via ZealiD’s online services, by physical signing, or by reselling Services, the Parties hereby accept this Reseller Agreement.

Addendums

Type	Comment
Order Form	Includes product types ordered, service packages, term and termination provisions and any other Customer specific order of a Service. provided by Reseller to ZealiD
Marketing Addendum (Optional)	Describes the arrangement under which parties cooperate with territory marketing activities
Territory Addendum (Optional)	Describes the limitations in global territory if any apply



1. Definitions

Customer Agreement	the agreement between the Customer and ZealiD in relation to the provision of the Services.
Effective Date	Date Customer first accepted the Customer Agreement.
eIDAS	eIDAS Regulation (EU) 910/2014 on electronic identification and trust services for electronic transactions in the internal market
Identification Data	Relevant identification data arising from the ZealiD Registration.
Intellectual Property Rights	All now known or hereafter existing rights associated with intangible property including, but not limited to, registered and unregistered United States and foreign copyrights, trade dress, trade names, corporate names, logos, inventions, patents, patent applications, software, know-how, and all other intellectual property and proprietary rights (of every kind and nature throughout the universe and however designated).
Registration	The process of remote identity vetting carried out by ZealiD vis-a-vis a Subscriber (end user) in the ZealiD smartphone application.
Service	Any type of electronic signatures, related identification data, authentication, software, APIs that ZealiD makes available to Customer through the Customer Agreement. Service may be updated, upgraded, or revised from time to time in ZealiD's sole discretion.
Subscriber	A natural person and user of ZealiD Smartphone Application that subscribes to an electronic certificate issued by ZealiD's PKI and Certificate Authority Services.
Territory	EU (subject to the exclusions set forth in Section 14), unless stated otherwise in an Addendum referencing this Agreement

	executed in writing between Reseller and ZealiD
ZealiD Materials	hard or electronic copies of any ZealiD technical manual, sales and marketing material, hardware, or software related to the Service that ZealiD makes available to Customer.
ZealiD Smartphone Application	A smartphone application “ZealiD” available on iOS and Android platform allowing ZealiD to Register and issue Certificate to a Subscriber. The Subscriber can use the ZealiD smartphone app to sign electronically, register for new services and authenticate.

2. Appointment

ZealiD hereby appoints Reseller as a non-exclusive reseller for the Services subject to the terms and conditions of this Reseller Agreement.

Reseller may promote, market, and resell Services to end user customers (each such customer to whom Reseller resells Services, the “Reseller Customers”) in the Territory.

3. Reseller Obligations

3.1. Resale Process

3.1.1. Resale Models

3.1.1.1. Reseller Purchase

Reseller may purchase Services for resale to Reseller Customers. If Reseller wishes to enroll for Services on behalf of Reseller Customers, Reseller shall make sure that Customer enters into an Agreement with ZealiD for the Services (each, a “Customer Agreement”), which

- A. binds the Reseller Customers to the Master Service Agreement applicable to the Services, as specified by ZealiD and published at <https://www.zealid.com/repository/>; or as otherwise agreed between the Parties;

and

- B. provides an Order Form for each Reseller Customer according to 3.1.5. The standard Order Form to be used by Reseller is attached as Annex to this Agreement.

Reseller shall use best efforts to ensure that all Customers abide by the terms of the applicable Addendum. ZealiD may modify such terms by updating its repository from time to time and Reseller shall flow-down such new terms to existing or new Reseller Customers.

3.1.1.2. Reseller Indirect Sale

Alternatively, Reseller Customers may enroll for Services through API, URLs or other interfaces that ZealiD provides to Reseller, in which case Reseller Customers will be subject to ZealiD's applicable forms and terms for purchase of the applicable Services from ZealiD.

Upon a written request from ZealiD, Reseller shall promptly provide ZealiD with a copy of each Customer Agreement, provided that Reseller may redact from such copies any information that is not relevant to the requirements of this Section 3.1.1 (if any).

3.1.2. Practice Statements

Reseller hereby accepts the terms of the applicable ZealiD AB practice statements; Certification Practices Statement ("CPS") and TRA Service TSPS ("TSPS"), available at <https://www.zealid.com/repository/> (as updated from time to time), as an integral part of this Agreement.

Resellers shall inform Reseller Customers about the nature of ZealiD Trust Services and specifically about where to find important information such as practice statements, subscriber (end ZealiD app user) terms and conditions, revocation information, privacy policy, incident and complaints information.

3.1.3. Inventory

All inventory or units of the Service that Reseller Customers purchase, or Reseller purchases on behalf of Reseller Customers, must be consumed within one (1) months following the date of purchase. If not otherwise specified in the Order Form, the Service is charged monthly on the first day of each calendar month. Any inventory or unit(s) of the Service not consumed before the last calendar month day (one calendar month) shall expire, are deemed null and void, and the Reseller shall not receive any credit or refund thereof.

3.1.4. Resale by Reseller Customer

In no event shall Reseller permit Reseller Customers to resell the Services.

3.1.5. Reseller Customer Order Form

For each Reseller Customer purchasing the Service under 3.1.1.1, a signed electronic Order Form shall be provided by Reseller so ZealiD can set up the Reseller Customer Account, related Services, Service packages including pricing and if applicable any discounts or special terms.

3.2. Sales & Marketing

Unless otherwise specified in a Marketing Addendum, Reseller shall use commercially reasonable efforts to market and promote use of the Services. Reseller shall be responsible for being knowledgeable about the Services, including the technical aspects and language related thereto, and Reseller shall assign Reseller appropriate employees to participate in any technical, sales and service training with respect to the Services as required by ZealiD from time to time.

Reseller shall provide appropriate account management and provide quarterly business reviews with the Reseller Customer regarding the Services to promote Customer success and satisfaction. ZealiD shall provide any Service related reports and or analytics regarding the Reseller Customer Service use. Upon request from ZealiD, Reseller shall provide evidence of such account management activities.

3.3. Support

3.3.1. General Support

3.3.1.1. Reseller shall provide Reseller Customers with first line support including, but not limited to, resolution of pre-sales questions, setup, onboarding, integration, and post-sale inquiries, basic integration support, problem screening, and basic diagnostics.

3.3.1.2. ZealiD shall provide Reseller and where necessary Reseller Customers with second line support including but not limited to issues arising in 3.3.1.1., service integration issues, service related performance or quality issues, or any other incidents or complaints. Reseller shall provide second line support requests via designated ZealiD electronic support interfaces www.zealid.com/contact. Service levels are further defined below in 4.3.

3.3.2. *Renewal*

Reseller shall use commercially reasonable efforts to send renewal notices to Reseller Customers at least thirty (30) days prior to expiry of the applicable Services taking the Reseller Customer notice period into account.

3.3.3. *Revocation, Complaints and Incidents*

Reseller's shall make Reseller Customers aware that the Services are Trust Services according to eIDAS and that Reseller Customers are relying parties with specific rights and obligations. Reseller shall support Reseller Customer in exercising those rights and obligations by

- requesting revocation or forward such requests to ZealiD on behalf of Reseller Customers,
- filing complaints or incidents or forward such requests to ZealiD on behalf of Reseller Customers.

3.3.4. *Reseller Customer Breach of Obligations*

If Reseller becomes aware that Reseller Customers have materially breached their obligations under the Customer Agreement then Reseller shall immediately notify ZealiD of such change or breach and/or incident.

3.4. Warranties

Reseller shall:

- A. Conduct business in a manner that reflects favorably at all times on the Services and the good name, good will, and reputation of ZealiD;
- B. Promote proper use of the Services and observe the nature of them as Trust Services under the eIDAS Regulation;
- C. Avoid false, deceptive, misleading, or unethical practices that are or might be detrimental to ZealiD, the Services or the public;
- D. Not make any representation, warranty, or guarantee to Reseller Customers or to other third parties with respect to the specifications, features, warranties or capabilities of the Services that are inconsistent with or are in addition to those published by ZealiD (and if Reseller does make any such representation, warranty, or guarantee to Reseller Customers in breach of this provision, then without limiting ZealiD's other remedies hereunder, Reseller is solely responsible to the Reseller Customers for any such representation, warranty, or guarantee).



4. ZealiD's Obligations

4.1. Ordering and/or Deploying Services

If Reseller enrolls for Services on behalf of Reseller Customers, then ZealiD shall organize setup and deployment instructions to Reseller. Alternatively, if Reseller Customers enroll for Services through ZealiD, then ZealiD shall organize setup and deployment instructions directly to Reseller Customer.

4.2. Renewal Notices

ZealiD shall use commercially reasonable efforts to notify Reseller and/or Reseller Customers of the expiration of any Services at least thirty (30) days prior to the expiration.

4.3. Support

ZealiD shall provide support according to its published CPS and to the Reseller:

- A. standard phone and email support during normal business hours Monday through Friday (excluding ZealiD - designated holidays);
- B. within twenty - four (24) hours of receipt of a technical inquiry from Reseller related to the Services, a response addressing the issue;
- C. twenty-four (24/7) hour access to support pages on <https://www.zealid.com/contact>; and
- D. at ZealiD's discretion, assign an account manager or the equivalent thereof for sales and marketing support. For the avoidance of doubt, Reseller is solely responsible for the provision of billing support to any Reseller Customers that purchase the Services directly from Reseller, and ZealiD has no responsibility for or liability in respect of billing such Reseller Customers unless specifically agreed otherwise in writing.

5. Fees and Taxes

5.1. Fees

Reseller shall pay ZealiD the applicable fees for the Services purchased as stated in the Order Form, or, if not otherwise stated, upon receipt of an invoice from ZealiD. All fees are due according to the payment terms in the Order Form and are non-refundable.

5.2. Taxes

All taxes, duties, fees and other governmental charges of any kind (including sales, services, use, and value-added taxes, but excluding taxes based on the net income of ZealiD) which are imposed by or under the authority of any government on the

fees charged herein shall be borne by Reseller and shall not be considered a part of, a deduction from or an offset against such fees.

All payments due to ZealiD shall be made without any deduction or withholding on account of any tax, duty, charge, penalty, or otherwise except as required by law in which case

- A. the sum payable by Reseller in respect of which such deduction or withholding is to be made shall be increased to the extent necessary to ensure that, after making such deduction or withholding, ZealiD receives and retains (free from any liability in respect thereof) a net sum equal to the sum it would have received but for such deduction or withholding being required,
- B. Reseller shall pay the full amount required to be deducted or withheld to the relevant governmental authority in accordance with applicable law, and
- C. Reseller shall promptly provide ZealiD satisfactory evidence of such payment to the relevant governmental authority upon request.

5.3. Fee Changes

ZealiD reserves the right to change the fees for the Services at any time unless otherwise specified by the Order Form. ZealiD shall use commercially reasonable efforts to provide Reseller with prior notice of any change, but such changes shall not require Reseller consent.

5.4. Resale Fees

Reseller is solely responsible for determining the fees Reseller charges to Reseller Customers, invoicing Reseller Customers, and collecting such fees.

6. Confidentiality

6.1. Confidential Information

The parties acknowledge that by reason of their relationship under this Agreement, they may have access to and acquire knowledge, material, data, systems and other information concerning the operation, business, projections, market goals, financial affairs, Services, services, customers and Intellectual Property Rights of the other party that may not be accessible or known to the general public ("Confidential information").

Confidential Information includes

- A. the terms of this Agreement;

- B. ZealiD Materials;
- C. information which concerns technical details of operation of any of Services;
and
- D. Any Confidential information that is identified as confidential (or a similar designation) at the time of disclosure; or otherwise understood by the parties, exercising reasonable business judgment, to be confidential.

6.2. Non disclosure

Each party receiving Confidential Information (the “Receiving Party”) shall keep all such Confidential Information received from the other party (the “Disclosing Party”), both orally and in writing, confidential and shall not disclose or otherwise make available such Confidential Information to any third party without the prior written consent of the Disclosing Party; provided, however, that the Receiving Party may disclose the financial terms of this Agreement to its legal and business advisors and to potential investors, and ZealiD may disclose to its third party service partners the terms of this Agreement relating to the data or service provided by such partners, if such third parties agree to maintain the confidentiality of such Confidential Information. The Receiving Party further shall use the Confidential Information only for the purpose of performing this Agreement. In addition, the Receiving Party shall not reverse engineer, disassemble or decompile any prototypes, software or other tangible objects which embody Confidential Information and which are provided to the Receiving Party hereunder. Upon termination or expiration of this Agreement, the Receiving Party shall immediately return to the Disclosing Party all manifestations of the Confidential Information or, at the Disclosing Party’s option, shall destroy all such Confidential Information as the Disclosing Party may designate; provided that such action may be delayed for so long as, and to the extent that, such Confidential Information relates to outstanding payment obligations or is subject to audit, reporting, or retention requirements under this Agreement or applicable law.

6.3. Exclusions

The Receiving Party’s obligations under Sections 6.1 and 6.2 above shall not apply to Confidential Information which:

- A. is or becomes a matter of public knowledge through no fault of or action by the Receiving Party;
- B. was rightfully in the Receiving Party’s possession prior to disclosure by the Disclosing Party;
- C. subsequent to disclosure, is rightfully obtained by the Receiving Party from a third party who is lawfully in possession of such Confidential Information and is permitted to disclose such information;

- D. is independently developed by the Receiving Party without use of or reference to the Disclosing Party's Confidential Information; or
- E. is required by law or judicial order, provided that prior written notice of such required disclosure is furnished to the Disclosing Party as soon as practicable, and prior to disclosure occurring, in order to afford the Disclosing Party an opportunity to seek a protective order or other legal remedy to prevent such disclosure, and that if such order or remedy cannot be obtained, disclosure may be made without liability.

6.4. Injunctive Relief

Both parties acknowledge that the restrictions contained in this Section 6 are reasonable and necessary to protect their legitimate interests and that any violation of these restrictions will cause irreparable damage to the other party. Each party agrees that damages are not an adequate remedy for any such violation and that the other party will be entitled to seek injunctive relief against each violation.

7. Privacy

Reseller agrees to the use of Reseller data and information in accordance with the following:

ZealiD will treat and process the data Reseller provides in accordance with its respective Privacy Policy. This is available at <https://www.zealid.com/repository> (each, as updated from time to time).

8. License to Materials

8.1. Copyright

License for Sales and Marketing Materials. ZealiD grants Reseller a non-exclusive, non-transferable, non-sublicensable right and license during the term of this Agreement to:

- A. use the ZealiD Materials during the term of this Agreement solely in conjunction with the marketing, promotion and resale of the Services; and
- B. modify certain ZealiD Materials expressly designated for such purpose by incorporating Reseller trademarks and/or brand features ("Reseller Branding") in a manner consistent with ZealiD brand guidelines. All modified ZealiD Materials will be deemed ZealiD Materials under this Agreement.

8.1.1. Payment

Payment for the license granted in Section 8.1 is considered part of the fees set forth in Section 5.

8.1.2. Continuing Rights

Reseller shall not, at any time during or after this Agreement, assert or claim any interest in or do anything that may adversely affect the validity of the ZealiD Materials, the Marks (as defined below) or any other materials owned by or licensed to ZealiD. Upon expiration or termination of this Agreement, Reseller shall immediately remove and cease to display all advertising related to the Services, the Marks and/or ZealiD Materials. Reseller also shall not use, advertise, or display any trademark, trade name, or product designation which is, in whole or in part, similar to or confusing with the Marks or with any other trademarks owned by or licensed to ZealiD.

8.1.3. Translations

This copyright license allows Reseller to translate certain of the ZealiD Materials into Translations, ("Translations"), and to use such Translations either alone, or with the original ZealiD local language(s). The Translations exclusive of Reseller Branding, are and shall be the intellectual property of ZealiD. ZealiD shall therefore hold all right, title and interest (including all Intellectual Property Rights) in such Translations. If necessary, Reseller hereby assign any and all rights related to the Translations to effectuate the terms of this Agreement.

8.1.4. Moral Rights Waiver

If, despite Reseller agreement that all rights to the Translations vest automatically in ZealiD, it is determined that Reseller or Reseller employees or agents retain moral rights in the Translations, Reseller hereby declare on Reseller behalf and on behalf of Reseller employees and agents that:

- A. Reseller do not wish that Reseller name be used in connection with the Translations, or any derivative works of or upgrades or updates thereto;
- B. Reseller has no objection to publication and use of the work in the manner described in this Agreement;
- C. Reseller forever waives and agrees not to claim or assert any entitlement to any and all moral rights of an author in any works developed by the same as provided for by applicable laws in force in each applicable jurisdiction;
- D. Reseller forever releases ZealiD and its successors and assigns from any claims that Reseller could otherwise assert against ZealiD by virtue of any such moral rights; and

- E. Reseller shall obtain equivalent warranties to those set out in this Section from any employee or agent used in the production of any Translation.

8.1.5. Moral Rights Waiver

Exclusive Worldwide License. Notwithstanding the foregoing, in the event that, by operation of law, Reseller is deemed to have retained rights in any portion of a Translation, Reseller grants to ZealiD, its successors and assigns, an exclusive, perpetual, irrevocable, worldwide, assignable, paid-up license to use the Translations, and all inventions, designs, and marks embodied therein.

8.2. Trademark License for Sales and Marketing Materials

To the extent not covered by the license in Section 8.1, ZealiD grants Reseller a non-exclusive, non-transferable, non-sublicensable, non-assignable license to display the ZealiD trademarks or service marks contained in the ZealiD Materials or in any other materials that are created by either party in connection with this Agreement (the "Marks") in connection with the marketing, promotion and resale of the Services, always in a manner consistent with ZealiD brand guidelines. Reseller shall not use the Marks other than as provided in this Agreement. Reseller shall use all applicable trademark notices with respect to the Marks as are or may be required by applicable laws. The permitted use shall include use in a co-branding context, i.e., use of the Marks in close proximity of Reseller Branding, but the permitted use shall not include domain name registration and use incorporating the Marks.

8.2.1. Payment

Payment is considered part of the fees set forth in Section 5.

8.2.2. Ownership

Reseller acknowledges the ownership of the Marks by ZealiD and agrees that Reseller will not do anything inconsistent with such ownership. Reseller agree that Reseller use of the Marks and all the goodwill developed there from shall insure to the benefit of ZealiD. Nothing in this Agreement shall give Reseller any right, title, or interest in or to the Marks other than the right to use the Marks in accordance with this Agreement. Reseller agrees that Reseller will not attack ZealiD's title to the Marks, or the validity of this Agreement.

8.2.3. Quality Control

Reseller use of the Marks shall conform to the standards set by and under the control of ZealiD. Reseller agrees to cooperate with ZealiD in facilitating the nature and quality of the Marks at all times.

8.2.4. Termination

Upon the termination of this Agreement, Reseller shall immediately and permanently discontinue all use of the Marks. Reseller also agrees not to use any trademark, trade name or product designation confusingly similar to the Marks, or any other trademarks owned by ZealiD or its subsidiaries.

8.2.5. Reseller Listing by ZealiD

Reseller grants ZealiD a right to display the Reseller brand marks and contact details under its website Reseller section as well as in marketing and promotional materials.

9. Proprietary Rights

Reseller acknowledges that ZealiD and its licensors retain all Intellectual Property Rights and title in and to all of their Confidential Information or other proprietary information, Services, and the ideas, concepts, techniques, inventions, processes, software or works of authorship developed, embodied in, or practiced in connection with the services provided by ZealiD hereunder, including without limitation all modifications, enhancements, derivative works, configurations, translations, upgrades, and interfaces thereto (all of the foregoing, ("ZealiD Works")). The ZealiD Works do not include Reseller pre-existing hardware, software, or networks. Except as otherwise expressly provided herein, nothing in this Agreement creates any right of ZealiD Works ownership or license in and to the other party's Intellectual Property Rights, and each party shall continue to independently own and maintain its Intellectual Property Rights.

10. Indemnity

10.1. Reseller Indemnity

Reseller shall indemnify ZealiD and its directors, officers, agents, employees, successors and assigns from any and all third-party claims, suits proceedings, judgments, damages, and costs (including reasonable attorneys' fees and expenses) based on or arising out of (a) Reseller's breach of this Agreement or (b) Reseller Customers' breach of the Customer Agreement (as described in Section 3.1.1).



10.2. ZealiD Indemnity

ZealiD shall indemnify Reseller and its directors, officers, agents, employees, successors and assigns from any and all third- party claims, suits proceedings, judgments, damages, and costs (including reasonable attorneys' fees and expenses) based on on the gross negligence or wilful misconduct of ZealiD in the performance of this Agreement.

10.3. ZealiD Notices and Procedures

Subject to the limitations set forth herein, the indemnifying party, at its own expense, shall (a) defend, or at its option settle, any claim, suit, or proceeding against the indemnified party for which it has an indemnification obligation under this Agreement; and (b) pay any final judgment entered or settlement against the indemnified party in any such suit or proceeding defended by the indemnifying party; so long as the indemnified party gives the indemnifying party prompt written notice of such claim, suit, or proceeding and the right to control and direct the investigation, preparation, defense and settlement of such claim. An indemnified party shall reasonably cooperate with the indemnifying party, who shall not take any action to settle or defend any such claim, suit, or proceeding that would in any manner impose obligations (monetary or otherwise) on an indemnified party without the indemnified party's written consent, not to be unreasonably withheld. An indemnified party has the right to participate in the defense of any claim with its own counsel and is responsible for all costs associated therewith.

11. Disclaimer of Warranties

11.1. Disclaimer of Warranties

Except as specifically provided herein or in the Customer Agreement, the services are provided "as is". ZealiD disclaims all warranties, express or implied, or statutory as to any matter whatsoever, including all implied warranties of merchantability, fitness for a particular purpose, and non-infringement of third parties.

11.2. Limitation of Liabilities

Except for amounts payable for breach of section 6 (Confidentiality) or 8 (licenses to materials), claims arising under section 10 (indemnity) and any outstanding amounts owing under section 5 (fees and taxes), neither party shall be liable to the other party or to any other third party for any consequential, indirect, special, incidental, reliance, or exemplary damages arising out of or relating to this agreement or services, whether foreseen or unforeseen, and whether based on breach of any express or implied warranty, breach of contract, misrepresentation, negligence, strict liability in tort or other cause of action (including but not limited to, damages for loss of data, goodwill, profits, investments, use of money, or use of facilities, interruption

in use or availability of data, stoppage of other work or impairment of other assets, or labor claims) even if such party has been advised of the possibility of such damages under no circumstances shall parties' total liability arising out of or related to this agreement exceed the amounts paid by Reseller under this agreement for twelve month period preceding the claim up to a maximum of one million euro. ZealiD's liability to Reseller Customers and other third parties is limited as set forth in the applicable Customer Agreement.

12. Term & Termination

12.1. Term

This Agreement commences on the Effective Date and continues until terminated as set forth in this Agreement. Each Addendum will have the term set forth in such Addendum.

12.2. Termination of Convenience

Either party may terminate this Agreement for convenience upon ninety (90) days' prior written notice to the other party. The preceding sentence also applies to any Addendum, unless the Addendum expressly provides otherwise. If an Addendum provides that it may not be terminated for convenience, and the Agreement terminates pursuant to this Section 12.2, such Addendum remains subject to the terms of the Agreement until the Addendum is terminated or expires pursuant to its terms.

12.3. Termination of Cause

ZealiD may terminate this Agreement, including any Addendum, immediately if Reseller:

- A. materially breach this Agreement (including any appendices or addenda thereto) and fail to remedy the material breach within ten (10) days after receiving notice of the material breach;
- B. engage in illegal or fraudulent activity in connection with this Agreement or in activity that could otherwise materially harm ZealiD's business in connection with this Agreement;
- C. have a receiver, trustee, or liquidator appointed over substantially all of Reseller assets;
- D. have an involuntary bankruptcy proceeding filed against Reseller that is not dismissed within 30 days of filing; or
- E. file a voluntary petition of bankruptcy or reorganization.

12.4. Effect of Termination

Upon the expiration or termination of this Agreement, Reseller shall cease selling, marketing, promoting, and purchasing Services, except to the extent permitted under



the terms of an Addendum that has not yet expired or terminated. Any expiration or termination of this Agreement do not

- A. discharge any obligation(s) that have accrued, or
- B. entitle the Reseller to any refund, including any minimum commitment fee. Reseller may invoice and/or collect payment from Reseller Customers with outstanding balances. Expiration or termination of this Agreement for any reason shall not affect any Customer Agreement and Addenda and ZealiD shall continue to support the Services that were purchased prior to termination, for the validity periods thereof, provided Reseller not in breach of this Agreement and the applicable Reseller Customers of the Services are not in breach of their Customer Agreement.

12.5. Survival of Terms

Expiration or termination of this Agreement shall not relieve either party of any obligations that accrued prior to the date of such expiration or termination. The provisions of Sections 5, 6, 9, 10, 11, 12.4, 12.5, and 13 through 21 (inclusive) survive the expiration or termination of this Agreement for any reason.

Neither party shall be deemed in default hereunder, nor shall it hold the other party responsible.

13. Force Majeure

Except for Customer's payment obligations, neither party is liable for any failure or delay in performing its obligations under this Agreement to the extent that the circumstances causing such failure or delay are beyond a party's reasonable control. Customer acknowledges that the Services (including the Portal and Certificates) are subject to the operation and telecommunication infrastructures of the Internet and the operation of Customer's Internet connection services, all of which are beyond ZealiD's control.

14. Compliance with Law

Each party shall comply with all applicable federal, state and local laws and regulations in connection with its performance under this Agreement. Without limiting the generality of the foregoing, each party shall comply with all applicable export laws, regulations, and requirements ("Export Control"). Regardless of any disclosure Reseller makes to ZealiD of an ultimate destination of Services, software, hardware, or technical data (or portions thereof) supplied by ZealiD ("ZealiD Technology") and, notwithstanding anything contained in this Agreement to the contrary, Reseller will not

- A. modify, export, or re-export, either directly or indirectly, any ZealiD Technology to any destination restricted or prohibited by Export Control, without first obtaining any and all necessary licenses that any country imposes on Export Control;
- B. provide ZealiD Technology, directly or indirectly, to any person or entity located in a country or region that is subject to a comprehensive trade embargo by the United States or to a proscribed party on the United States Treasury Department's Office of Foreign Asset Control list of "specially designated nationals and blocked persons", the United States Commerce Department's "denied parties list", the United States Commerce Department's "BIS Entity List", the European Commission's "Consolidated list of persons, groups and entities subject to EU financial sanctions", the United Kingdom HM Treasury's Office of Financial Sanctions Implementation's "Consolidated List of Financial Sanctions Targets in the UK", or such other applicable lists; or (c) export or re-export ZealiD Technology, directly or indirectly, for nuclear, missile, or chemical/biological weaponry end uses prohibited by Export Control. ZealiD shall have the right to suspend performance of any of its obligations under this Agreement, without prior notice being required and without any liability to Reseller, if Reseller fails to comply with this provision.

15. Waiver and Severability

No waiver of any right by either party under this Agreement will be of any effect unless such waiver is express, in writing, and signed by the waiving party. Any purported waiver not consistent with the foregoing is void. If any provision of this Agreement should be found by a court of competent jurisdiction to be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained are not, in any way, affected or impaired thereby.

The (i) laws that govern the interpretation, construction, and enforcement of this Agreement and all matters, claims or disputes related to it, including tort claims, and (ii) the

16. Governing Law and Jurisdiction

This Agreement shall be governed by Swedish law, without application of its conflict of laws principles.

17. Dispute Resolution

To the extent permitted by law, before Reseller files suit or initiates an arbitration claim with respect to a dispute involving any aspect of this Agreement, Reseller shall notify ZealiD, and any other party to the dispute for the purpose of seeking business resolution. Both Reseller and ZealiD shall make good faith efforts to resolve such disputes via business discussions. If the dispute is not resolved within sixty (60) days after the initial notice, then a party may proceed as permitted under applicable law and as specified under this Agreement.

17.1. Arbitration

Any dispute, controversy or claim arising out of or in connection with this agreement, or the breach, termination or invalidity thereof, shall be finally settled by arbitration administered by the Arbitration Institute of the Stockholm Chamber of Commerce (the "SCC"). The Rules for Expedited Arbitrations shall apply, unless the SCC in its discretion determines, taking into account the complexity of the case, the amount in dispute and other circumstances, that the Arbitration Rules shall apply. In the latter case, the SCC shall also decide whether the Arbitral Tribunal shall be composed of one or three arbitrators. The seat of the arbitration shall be Stockholm, Sweden and the language to be used in the arbitral proceedings shall be English.

18. Independent Contractors

The parties to this Agreement are independent contractors. Neither party is an agent, representative, joint venturer, or partner of the other party. Neither party shall have any right, power or authority to enter into any agreement for or on behalf of, or incur any obligation or liability, or to otherwise bind, the other party. Each party shall bear its own costs and expenses in performing this Agreement.

19. Non Assignment

Reseller may not assign the rights granted hereunder or this Agreement, in whole or in part and whether by operation of contract, law or otherwise, without ZealiD's prior express written consent. Such consent shall not be unreasonably withheld or delayed. ZealiD reserves the right to change the contracting entity in this Agreement by providing notice to Reseller.

20. Notices and Communications

Reseller will make all notices, demands or requests to ZealiD with respect to this Agreement in writing to the "Contact" address listed on the website from where Reseller purchased Services for resale, with a copy to: legal@zealid.com and support@zealid.com

21. Entire Agreement

This Agreement constitutes the entire understanding and agreement between ZealiD and Reseller with respect to the transactions contemplated, and supersedes any and all prior or contemporaneous oral or written representation, understanding, agreement or communication relating thereto. Terms and conditions in any purchase orders that are not included in or that conflict with this Agreement are null and void. The definitive version of this Agreement is written in English. If this Agreement is translated into another language and there is a conflict between the English version and the translated version, the English language version controls.

22. Anti-Corruption Compliance

Reseller will comply strictly with all anti-corruption laws and regulations of any country in which Reseller resell Services. The reseller will at no time during the continuance of this Agreement, pay, offer, give or promise to pay or give, any monies or any other thing of value, directly or indirectly to: (a) any officer or employee of any government, or any department, agency or instrumentality of any government; (b) any other person acting for, or on behalf of, any government, or any department, agency or instrumentality of any government; (c) any political party or any official of a political party; (d) any candidate for political office; (e) any officer, employee or other person acting for, or on behalf of, any public international organization; or (f) any other person, firm, corporation or other entity at the suggestion, request or direction of, or for the benefit of, any of the foregoing persons. Reseller represents and warrants that: (i) Reseller is not owned or controlled by, or otherwise affiliated with, any government, or any department, agency or instrumentality of any government; and (ii) none of Reseller officers, directors, principal shareholders or owners is an official or employee of any government or any department, agency or instrumentality of any government. Reseller acknowledges and agrees that Reseller's breach of this Section 22 will be grounds for immediate termination of this Agreement by ZealiD.

23. Non solicitation

Reseller shall not market, solicit, or sell the Services to any current customer of ZealiD or its affiliates. Reseller shall not solicit any such customer to switch to a different Services provider or to a different ZealiD account during the term of this Agreement and for a period of 12 months after the expiration of this Agreement. Notwithstanding anything to the contrary in this section, Reseller is not restricted from responding to an inbound inquiry from any customer, including customers of ZealiD or its affiliates, or from reselling Services within the scope of such inbound inquiry.

24. Non third party beneficiary

The provisions of this Agreement are for the sole benefit of ZealiD and Reseller and their successors and permitted assigns, and they will not be construed as conferring any rights to any third party (including any third-party beneficiary rights).