

## Contract Reseller Agreement \_\_\_\_\_

This Contract Reseller Agreement (“CRA” or “Agreement”) is entered into as of 8/25/2021 (the “Effective Date”) by and between One Technology Corporation (“Reseller”), organized under the laws of the State of Colorado, and having a principal place of business at 22481 Boundstone Dr Parker CO and Carahsoft Technology Corp. (“Carahsoft”), organized under the laws of the State of Maryland, and having a principal place of business at 11493 Sunset Hills Road, Suite 100, Reston, VA 20190.

### RECITALS

**WHEREAS**, subject to the terms of this Contract Reseller Agreement, Carahsoft appoints the Reseller, and Reseller hereby accepts the appointment, as a non-exclusive authorized Reseller of Carahsoft to qualified state and local government customers (“Customers”) who purchase Products, Services, or a combination of Offerings from Carahsoft’s NASPO Cloud Solutions #AR247; State of Colorado Participating Addendum #139963 (“State Contract”) as set forth below.

**WHEREAS**, this Contract Reseller Agreement only authorizes Reseller to provide Rubrik (“Vendor”) Offerings.

**NOW THEREFORE**, in consideration of the aforementioned and of the mutual promises contained in this Agreement, the receipt and adequacy of which is hereby acknowledged, the parties hereby agree as follows:

1. **Definitions.** The following terms have the meaning set forth below. Additional capitalized terms have the meaning set forth in the body of the Agreement.
  - a. **“Offering”** means any combination of Products and/or Services.
  - b. **“Product”** means any equipment, licensed software, support or maintenance subscriptions which Reseller is authorized to procure from Carahsoft for resale under this Agreement.
  - c. **“Service”** means any professional services (such as consulting, installation, configuration, and similar deliverables) which Reseller is authorized to procure from Carahsoft for resale under this Agreement.
2. **Pricing.** Carahsoft will provide pricing to the Reseller via a quotation (“Quote”) or Statement of Work (“SOW”). No additional terms on Carahsoft’s Quote or SOW or Reseller’s purchase order will apply unless agreed to by both parties in writing.
3. **Orders.** Reseller will order Products and/or Services by submitting written purchase orders to Carahsoft (“Orders”). All Orders shall state the quantities, part numbers, and descriptions of Products and/or Services ordered, and applicable prices from the applicable Carahsoft Quote or SOW.
4. **Term.** The Term of this CRA shall be twelve (12) months from the date signed by both parties (“Effective Date”) and shall renew for subsequent twelve (12) month periods unless terminated by either party. Either party may terminate this agreement, at any time, with or without cause, by written notice given to the other party not less than thirty (30) days prior to the effective date of such notice. All obligations and duties of the parties under this CRA shall remain in effect regarding Quotes provided by Carahsoft and Orders placed by Reseller prior to the termination of this CRA.
5. **Independent Contractor.** The parties are independent contractors. Nothing in this Agreement is intended to nor shall be construed to constitute or establish an agency, employer/employee, partnership, franchise, or fiduciary relationship between the parties; and neither party shall have the right or authority nor shall hold itself out to have the right or authority to bind the other party, nor shall either party be responsible for the acts or omissions of the other. Should additional terms and conditions be provided from Carahsoft to Reseller, the Reseller must pass-through those terms and conditions as-is to the Customer without alteration.

6. **Non-Solicitation.** Both parties agree that during the existence of the Agreement, neither party shall solicit, entice away, endeavor to employ, or employ any employee or other representative of the other party without giving its written consent thereto. Nothing shall prohibit either party from soliciting for open positions in public media and online nor from hiring in response to unsolicited applications submitted in response to such listings.
7. **Shipment and Delivery.** Unless stated otherwise in writing by Carahsoft, all Products are sold and shipped F.O.B. manufacturer point of shipment and Reseller shall assume all risk of loss or damage to Products while in transit. Reseller shall be responsible for all costs of shipping, transportation, freight, insurance, taxes and similar items. Absent shipping instructions to the contrary, Carahsoft shall select methods and routes for shipment, but shall not assume any liability in connection with shipment or constitute any carrier as its agent.
8. **No Warranties.** THE VENDOR PRODUCTS AND SERVICES ARE PROVIDED PURSUANT TO VENDOR DOCUMENTATION INCLUDING END USER LICENSE AGREEMENTS ("EULA") OR SIMILAR DOCUMENTS AND NEITHER VENDOR NOR CARAHSOFT MAKE ANY WARRANTIES OR REPRESENTATIONS TO RESELLER REGARDING THE VENDOR PRODUCTS OR SERVICES. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, VENDOR AND CARAHSOFT DISCLAIM ALL WARRANTIES, REPRESENTATIONS AND CONDITIONS, WHETHER STATUTORY, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT, AND ANY WARRANTIES ARISING OUT OF COURSE OF DEALING OR USAGE OF TRADE. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, NEITHER VENDOR NOR CARAHSOFT WARRANT THAT THE VENDOR PRODUCTS OR ANY PART THEREOF WILL MEET RESELLER'S REQUIREMENTS OR BE UNINTERRUPTED, OR ERROR-FREE, OR THAT ANY ERRORS IN THE VENDOR PRODUCTS WILL BE CORRECTED. UNLESS AGREED TO IN WRITING BY VENDOR, RESELLER WILL NOT MAKE ANY WARRANTIES OR REPRESENTATIONS IN THE NAME OF, OR ON BEHALF OF VENDOR OR CARAHSOFT.
9. **Indemnification.** Each party will indemnify, defend and hold harmless the other party and its officers, directors, employees, agents, and affiliates from and against any claims, demands, suits, proceedings, costs, liabilities, expenses; including court costs and reasonable legal fees, or damages ("Claims") to real or tangible personal property and/or bodily injury to persons, including death, resulting from its or its employees' or agents' negligence or willful misconduct arising from or related to this Agreement.
10. **Limitation of Liability.** IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY INDIRECT, PUNITIVE, SPECIAL, EXEMPLARY, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY TYPE OR KIND (INCLUDING LOSS OF BUSINESS, GOODWILL, REVENUE, PROFIT, USE OR OTHER ECONOMIC ADVANTAGE, OR ANY ALTERATION, COMPROMISE, CORRUPTION OR LOSS OF DATA) ARISING OUT OF, OR IN ANY WAY CONNECTED WITH THE PRODUCTS, THE DOCUMENTATION OR USE THEREOF OR THIS AGREEMENT, WHETHER BASED ON CONTRACT, TORT OR ANY OTHER LEGAL THEORY, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL EITHER PARTY'S TOTAL LIABILITY TO THE OTHER PARTY BE GREATER THAN THE PAYMENTS RECEIVED FROM RESELLER UNDER AN APPLICABLE ORDER.
11. **Force Majeure.** Neither party shall be liable to the other for any acts of God, governmental orders or restrictions, terrorism, riot, fire, flood or other natural disaster ("Force Majeure Event"), that prevents a party (the "Nonperforming Party"), in whole or in part, from: (i) performing its obligations under this Agreement; or (ii) satisfying any conditions to such party's obligations under this Agreement, where the Force Majeure Event is beyond the reasonable control and without the fault of the

Nonperforming Party and the Nonperforming Party has been unable to avoid or overcome the Force Majeure Event by the exercise of reasonable efforts.

- 12. Duties as Reseller.** Reseller will perform all administrative, reporting, invoicing and program management activities required by State Contract Orders. Reseller may name Carahsoft as a partner for opportunities. This CRA does not obligate Carahsoft in any way except as set forth herein. Carahsoft may terminate this CRA immediately in the event that Reseller fails to perform any obligation, duty or responsibility imposed under the State Contract, this CRA, or if Reseller fails to satisfy the conditions of this CRA. In consideration of its appointment as a Reseller under the State Contract, Reseller agrees as follows:
- a. Reseller will comply with any additional terms and conditions of the State Contract submitted to Reseller by Carahsoft in writing;
  - b. Any Products and Services sold to the State under the State Contract as authorized by this CRA shall be purchased only through Carahsoft;
  - c. The State Contract imposes a 1.25 % percent fee calculated on the “Net Purchase Price” as defined in the State Contract. When providing pricing on each quotation, Reseller will be required to supply the sale price to the Customer for each line item on each opportunity under this Agreement as part of the pricing process. The State Contract fee must be included by the Reseller in the sale price to the Customer;
  - d. Reseller will immediately notify Carahsoft immediately of any Product performance issues, Customer complaints, or other contractual problem associated with any Customer involving the State Contract;
  - e. Reseller agrees to supply copies of Customer Orders to Carahsoft upon request;
  - f. Reseller shall be subject to audit by the State, with respect to sales made under the State Contract;
  - g. Reseller agrees to permit Carahsoft, upon thirty (30) days prior written notice, to conduct an annual review of its activities as they relate to this Agreement. The review shall focus on sales activities related to the Products and/or Services and compliance with this Agreement. Information to be reviewed may include, at a minimum, sales records, purchase Orders, invoices, payment receipts, and related notes, and correspondence regardless of the media, including emails or letters. Carahsoft may conduct an annual review of Reseller at Carahsoft’s own expense and in a manner to ensure the minimum disturbance to Reseller’s business as practicable. In the event a discrepancy in excess of 5% of reported sales is discovered during the course of the annual review, Reseller shall pay for the entire cost of the review and an additional review may be required. Reviews beyond the annual review shall be performed at Reseller’s expense and may include reasonable professional fees for professional auditors, accountants or legal professionals.
  - h. Reseller shall submit a monthly Report of Sales shall be submitted to Carahsoft five (5) days following the completion of the monthly reporting period. \$0 sales reports are also required. Reports shall be submitted to: [ResellerReports@carahsoft.com](mailto:ResellerReports@carahsoft.com). The report shall be submitted containing the following information as shown below.
    - i. The date of sale;
    - ii. The Customer name to which the sale was made;
    - iii. The Customer’s Order number;
    - iv. The Product and/or Service manufacturer part number and description;
    - v. The quantity of each Product and/or Service sold;
    - vi. The price at which it was sold, including the discounts;
    - vii. Reseller Order number to Carahsoft; and
    - viii. All other significant sales Order data.
  - i. Following receipt of an approved monthly report, Carahsoft will compute the applicable contract fees and invoice Reseller for these fees. Reseller will remit payment for the contract fees within thirty (30) days of receipt of invoice. This fee is subject to change upon notification

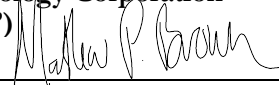
from the State of Colorado to Carahsoft. Carahsoft will notify the Reseller of the fee change which will take place immediately.

- j. Reseller will pay for all Products and/or Services ordered under this Agreement within thirty (30) days after receipt of invoice.
- k. Reseller is responsible for payment of any taxes arising on any sale made under this Agreement. Taxes will apply unless Reseller provides Carahsoft a valid tax exemption certificate.
- l. The Reseller hereby certifies that its participation in the performance of its Agreement with the State will be in accordance with all applicable terms, conditions, and prices of the State Contract.

- 13. **Counterparts.** This Agreement may be executed in one or more counterparts, and by facsimile or other electronic means, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.
- 14. **Compliance with Law.** Reseller will comply with all applicable laws and regulations, specifically including the Export Control Act, in its performance of this Agreement.
- 15. **Assignment.** Reseller may not assign this Agreement without Carahsoft's prior written consent. Carahsoft reserves the right to terminate this Agreement upon a change control of Reseller.
- 16. **No Waiver.** No waiver by any Party of any of the provisions hereof will be effective unless explicitly set forth in writing and signed by the Party so waiving. Except as otherwise set forth in this Agreement, (i) no failure to exercise, or delay in exercising, any rights, remedy, power, or privilege arising from this Agreement will operate or be construed as a waiver thereof and (ii) no single or partial exercise of any right, remedy, power, or privilege hereunder will preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.
- 17. **Governing Law.** This Agreement shall be governed by and interpreted in accordance with the laws of the Commonwealth of Virginia, excluding its choice of law rules. If any dispute between the parties arises under this Agreement the prevailing party in any such action shall recover all of its costs, including reasonable attorneys' fees. Any legal action arising under this Agreement shall be brought in the state and federal courts for Fairfax County, Virginia, and the parties hereby consent to such jurisdiction and venue.
- 18. **Entire Agreement.** This is the entire Agreement between the parties relating to the subject matter herein and supersedes any prior representations or agreements, oral or written, and all other communications. No modification or amendment will be effective unless signed by both parties.

**IN WITNESS WHEREOF**, the parties have executed this Agreement by persons duly authorized as of the effective as of the date signed by both parties.

**One Technology Corporation**  
**("Reseller")**

By: 

Name: Mathew P. Brown

Title: President

Date: 8/25/2021

**Carahsoft Technology Corporation**  
**("Carahsoft")**

By: 

Name: Kristina Smith

Title: Director of Contracts

Date: 8/25/21

**Exhibit A**

**Company Information**

*Please complete and return with the signed version of this Agreement.*

<b>COMPANY INFORMATION</b> (If already on file with Carahsoft, only fill POC info)				
Company Name: <b>One Technology Corporation</b>				
Address: <b>22481 Boundstone Dr</b>				
City, State & Zip: <b>Parker CO 80138</b>				
Main Phone #: <b>(866) 663-8321</b>			D&B #: <b>081076068</b>	
Business Type: <b>Corporation</b>			# of Employees: <b>12</b>	
Tax ID #: <b>82-3040445</b>				
<b>Ownership:</b> <input type="checkbox"/> Proprietorship <input type="checkbox"/> Partnership <input checked="" type="checkbox"/> Corporation		Date Business Established: <b>2017</b>		
<b>CONTACT INFORMATION</b>				
	Name	Phone Number	Fax Number	E-mail Address
Billing	<b>Bonnie Bartle</b>	(866) 663-8321	(866) 663-8322	<b>BBartle@one-technology.com</b>
Sales	<b>Mat Brown</b>	(866) 663-8321	(866) 663-8322	<b>MBrown@one-technology.com</b>