

**NON-EXCLUSIVE
SOFTWARE RESELLER
AGREEMENT**

This Non-Exclusive Software Reseller Agreement (this “Agreement”) is entered into as of [...] [...] [...] (the “Effective Date”) by and between HANDSONCODE Sp. z o. o., a company incorporated under the laws of Poland with its registered office in Gdynia, at ul. Al. Zwycięstwa 96-98, postal code: 81-451 Gdynia, NIP (EU VAT/Tax Identification no.) PL5862294002 – resident in Poland for tax purposes, registered in the National Court Register (KRS) under KRS number 538651, by the District Court Gdansk-Północ in Gdansk, VIII Commercial Division of the National Court Register, with share capital of PLN 62,800 (“HOC”), and [...] (“Reseller”).

RECITALS

HOC provides a software application known as Handsontable Pro (“Software”), and the Parties have agreed that Reseller will resell Software and provide any such services as reasonably necessary to ensure enjoyment of Software by End Users. Therefore, in consideration of the mutual covenants, terms, and conditions set forth below, the adequacy of which consideration is hereby accepted and acknowledged, HOC and Reseller (the “Parties”) agree as set forth below.

TERMS AND CONDITIONS

1. Definitions. The following capitalized terms will have the following meanings whenever used in this Agreement:

(1) "Confidential Information" includes: (a) Software; (b) any personal data or information regarding any End User; (c) any and all information disclosed by HOC to Reseller, in whatever format, that is either identified as or would reasonably be understood to be confidential and/or proprietary; (d) any notes, extracts, analyses or materials prepared by Reseller which are copies of or derivative works of Confidential Information or from which Confidential Information can be inferred or otherwise understood; and (e) the terms and conditions of this Agreement; “Confidential Information” does not include information received from HOC that Reseller can clearly establish by written evidence: (x) is or becomes known to Reseller from a third party without an obligation to maintain its confidentiality; (y) is or becomes generally known to the public through no act or omission of Reseller; or (z) is independently developed by Reseller without the use of Confidential Information.

(2) “HOC Trademarks” means all names, marks, logos, designs, trade dress and other brand designations used by HOC in connection with its products and services.

(3) “End User” means a person or entity that desires to use Software for its own use, rather than for resale or distribution.

(4) “End User License Agreement”, or “EULA” means a legal instrument defining and governing the permitted use of Software as between the End User and HOC, containing terms identical with or substantially similar to the General Software License Terms available at: [...] as may from time to time be amended at HOC’s sole discretion.

(5) "Market" means all territories across the globe, unless otherwise expressly agreed upon by the Parties.

(6) "Package" means physical or electronic media containing Software, related documentation, and EULA as it may be modified by HOC for use in the Market.

(7) "Reseller Order" means an instrument whereby Reseller provides HOC with all of the necessary information including, without limitation, the identity of the End User, the End User's business and email addresses, as well as requirements and purposes concerning Software and HOC's involvement as expected by the End User. In the event of any conflict between the Reseller Order and this main body of this Agreement, the following order of precedence will govern: (i) the Reseller Order signed in handwriting by HOC's representatives; overruling (ii) this main body of this Agreement; overruling (iii) the Reseller Order accepted otherwise than in handwriting by HOC's representatives.

2. Appointment. (1) General. On the terms and subject to the conditions set forth herein, HOC appoints Reseller as an independent, non-exclusive, authorized Reseller of Software in the Market, and Reseller hereby accepts such appointment. Reseller may advertise, promote and resell Software solely to End Users within the Market. Reseller may not authorize or appoint any dealers, sub-resellers, agents, representatives, subcontractors, or other third parties to advertise, promote, resell, or distribute Software. All rights not specifically granted by HOC hereunder are reserved by HOC. Without limiting the generality of the foregoing, HOC reserves the right to advertise, promote, market and distribute Software, and to appoint third parties to advertise, promote, market and distribute Software, worldwide, including in the Market. Further, HOC reserves the right, in its sole discretion, at any time and from time to time, to modify any or all of Software and services it offers, or to discontinue the service, support, publication, distribution, sale or licensing of Software without liability of any kind.

(2) Identification. Subject to this Agreement, Reseller may identify itself as "[...] Partner" solely in connection with its resales of Software. Reseller may not use any HOC Trademarks, except when necessary for sales and marketing purposes, subject to revocable consent of HOC. All goodwill arising from Reseller's use of HOC Trademarks inures to the benefit of HOC.

3. Licenses. (1) License. Subject to Reseller's payment of the applicable fees and to Reseller's compliance with other terms and conditions of this Agreement, HOC hereby grants Reseller a non-exclusive, one-time, non-transferable limited license to resell Software within the Market.

(2) License restrictions. This Agreement grants Reseller no title to or ownership of Software, and Reseller receives no rights to Software other than those specifically granted in Subsection 3.1 above. Without limiting the generality of the foregoing, Reseller will not reverse engineer, decompile, disassemble, or otherwise attempt to derive any of Software's source code; Reseller may not use, or authorize to use, Software as on-demand software (SaaS, PaaS, or the like model) or otherwise permit any person or entity to have access to Software by means of a time sharing, remote computing services, networking, batch processing, service bureau or time sharing arrangement.

(3) End user terms. All use of Software by End Users is subject to EULA, and Reseller may not purport to impose any other terms pertaining to their use of Software. Reseller

will be responsible for ensuring that each End User enters into EULA in a manner that is legally binding upon the End User. This may require Reseller to (a) notify each End User that Software is subject to EULA and that by placing an order with Reseller the End User agrees to EULA, (b) include either a copy of or link to EULA in each quotation and order form Reseller issues to the End User, and (c) obtain from each End User written confirmation of acceptance of EULA prior to the earlier of (i) acceptance of the order by Reseller and (ii) delivery of Software. Reseller must provide evidence of such acceptance by the End User to HOC upon request. Reseller agrees to immediately notify HOC of any known or suspected breach of EULA or other unauthorized use of Software and to assist HOC in the enforcement of the terms of EULA.

4. Pricing, Delivery, and Taxes. (1) Price. Reseller's initial price and any available discounts, rebates and the like ("Price") for Software will be as set forth in a subsequent quarterly product and pricing tables made available to Reseller from HOC website. Reseller acknowledges that HOC has the right, at any time between quarterly updates, to modify the Price.

(2) Delivery. HOC will ship Software upon acceptance of the Reseller Order and Reseller's payment in full, except as otherwise mutually agreed in writing, for Software. Reseller will pay for Software in immediately available funds using a Visa, MasterCard, or American Express Credit Card, or by wire transfer, or in such other manner as HOC may approve. Upon receipt of payment, HOC will deliver Software license key or other information necessary for End Users to use or access Software, directly to the delivery contact specified in the Reseller Order in accordance with HOC's standard delivery procedures. If HOC delivers the keys, logins or the like to Reseller, Reseller agrees to deliver them directly to the End User specified in the Reseller Order, and not to use or access Software, HOC services, or other products in any way. Reseller will either delete all related information promptly thereafter or maintain them in confidence.

(3) Taxes. Except as otherwise mutually agreed in writing, Reseller will be responsible for all costs associated with its performance of this Agreement. Each Party will be responsible for paying all taxes assessed against it in connection with this Agreement. Without limiting the generality of the foregoing, in no event will either Party be liable for the other Party's taxes in connection with this Agreement in respect of income, payroll or property. In the event Reseller fails to remit any of its own taxes due in accordance with the above, Reseller agrees to indemnify and hold HOC harmless from and against any and all liabilities, fees, penalties, interest, deductions, or additions to taxes which may be assessed against HOC for such failure, and all costs and expenses incurred in the defense of any such assessment, based upon such failure. Notwithstanding any other provision of this Agreement, in the event Polish withholding tax become due or payable out of any fees paid or payable under this Agreement, HOC may withhold such amounts and promptly provide Reseller with a copy of a tax receipt, documenting payment of withholding tax.

5. Commission. Reseller will be paid a [..]% commission on all Software net sales that are made by Reseller during the term of this Agreement. Reseller will independently set its own pricing to each End User. Reseller will bear all risk of non-payment by End Users, and will be solely responsible for all of its costs and expenses. Reseller may not terminate a Reseller Order or receive any refunds due to non-payment by an End User.

6. Resale. HOC will provide a template of its EULA to Reseller, and Reseller will promptly review it and advise HOC as to what revisions, if any, should be made to EULA for resale in the Market to ensure that the agreement comply with requirements of local law in the Market, and that HOC has protection concerning proprietary rights, warranty disclaimers and limitations of liability. Reseller may charge End Users for Software at prices determined in Reseller's sole discretion. Reseller may distribute Software solely by sale of Packages. The relationship between the End User and HOC will be as specified in the applicable EULA. Notwithstanding the foregoing, as between HOC and Reseller, Reseller will be solely responsible for providing customer support to End Users in the Market. Reseller will notify HOC immediately in the event that it is unable to respond effectively to any End User request.

7. Support. HOC will offer Reseller technical training for Software from time to time upon reasonable request from Reseller at HOC's then-current charges for such training. All training will be held at HOC's offices unless HOC, in its sole discretion, agrees to offer training at another location.

8. Marketing and Promotion. (1) Promotion. Reseller will use its best efforts to market and promote Software to End Users in the Market, including by: (a) attendance by Reseller at trade shows at which Reseller promotes Software, (b) listing Software in Reseller's product lists and Reseller's other marketing materials, (c) advertising Software in trade journals, magazines, and other appropriate publications, and (d) at HOC's request, translating and distributing HOC's press releases and other publicity and sales materials in the Market.

(2) Marketing Practices. Reseller will at all times perform hereunder in an ethical and professional manner and in accordance with this Agreement and any guidelines issued by HOC. Reseller will: (a) conduct business in a manner that reflects favorably at all times on Software and the good name, goodwill and reputation of HOC; (b) avoid deceptive, misleading or unethical practices that are or might be detrimental to HOC, Software or the public, including but not limited to disparagement of HOC or Software; (c) make no false or misleading representation with respect to HOC or Software; and (d) make no representations with respect to HOC or Software that are inconsistent with EULA, promotional materials and other literature distributed by HOC, including all liability limitations and disclaimers contained in such materials.

(3) Promotional Materials. Reseller consents to the listing of its business name, address, phone number and web site addresses in such HOC advertising and promotional materials as HOC may determine in its sole discretion, including Software literature and HOC's web sites. During the term of this Agreement, HOC may provide to Reseller promotional materials with respect to Software. Reseller may not use the promotional materials for any purpose other than advertising and promoting Software to End Users in the Market. Notwithstanding anything to the contrary herein, Reseller may not distribute any Reseller-created promotional materials with respect to HOC services or Software without HOC's prior written approval of such materials.

(4) Compliance. Reseller will, at its sole cost and expense, obtain all permits and licenses necessary in connection with its performance of this Agreement, and will comply with all applicable laws, rules and regulations in the performance of this Agreement. Without

limiting the generality of the foregoing, Reseller will comply with all applicable export laws.

(5) Personal data. Reseller will at all times during the term of this Agreement maintain appropriate technical and organizational measures to protect any End User data that it collects, accesses or processes in connection with this Agreement against unauthorized or unlawful use, disclosure, processing or alteration. Reseller will act in all instances in accordance with all applicable laws, rules and regulations.

9. Confidential information, and non-compete. (1) Confidential Information. Reseller will make no use of Confidential Information for any purpose except as expressly authorized by this Agreement. Except as expressly provided in this Agreement, Reseller will not disclose Confidential Information to any third party and will protect and treat all Confidential Information with the same degree of care as it uses to protect its own confidential information of like importance, but in no event with less than reasonable care. Except as expressly provided in this Agreement, Reseller will not use, make or have made any copies of Confidential Information, in whole or in part, without the prior written authorization of HOC. In the event that Reseller is required to disclose Confidential Information pursuant to law, Reseller will notify HOC of the required disclosure with sufficient time for HOC to seek relief, will cooperate with HOC in taking appropriate protective measures, and will make such disclosure in a fashion that maximizes protection of the Confidential Information from further disclosure.

(2) Covenant not to compete. Commencing on the Effective Date and for two (2) years thereafter, Reseller will not engage in developing for the benefit or on behalf of itself any other person or entity product functionality that competes with any of the features or functions of Software. The Parties agree that such covenant is necessary to protect HOC rights, title and interest in and to Software and the value of HOC's investment in Software.

10. Disclaimer of warranties. EXCEPT FOR THE EXPRESS WARRANTIES, IF ANY, MADE TO THE END USER IN THE APPLICABLE EULA, HOC MAKES NO OTHER WARRANTIES RELATING TO SOFTWARE, EXPRESS OR IMPLIED. HOC DISCLAIMS AND EXCLUDES ANY AND ALL IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR USE AND NON-INFRINGEMENT. NO PERSON IS AUTHORIZED TO MAKE ANY OTHER WARRANTY OR REPRESENTATION CONCERNING SOFTWARE OR THE MEDIA ON WHICH PRODUCTS ARE SUPPLIED. RESELLER WILL MAKE NO WARRANTY, EXPRESS OR IMPLIED, ON BEHALF OF HOC.

11. Limitation of liability. HOC'S AGGREGATE LIABILITY TO RESELLER UNDER THIS AGREEMENT, WHETHER FOR BREACH OF CONTRACT OR IN TORT, IS LIMITED TO THE PRICE PAID BY RESELLER FOR THE COPY OF SOFTWARE WHICH GIVES RISE TO THE CLAIM. IN NO EVENT WILL HOC BE LIABLE FOR ANY INDIRECT, PUNITIVE, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES IN CONNECTION WITH OR ARISING OUT OF THIS AGREEMENT (INCLUDING LOSS OF BUSINESS, REVENUE, PROFITS, USE, DATA OR OTHER ECONOMIC ADVANTAGE), HOWEVER CAUSED AND REGARDLESS OF THE THEORY OF LIABILITY, EVEN IF HOC HAS BEEN PREVIOUSLY ADVISED OF THE

POSSIBILITY OF SUCH DAMAGES, AND EVEN IF ANY EXCLUSIVE REMEDY PROVIDED FOR HEREIN FAILS OF ITS ESSENTIAL PURPOSE.

12. Indemnification. (1) Reseller will indemnify, defend and hold harmless HOC from and against any and all claims, damages and expenses (including reasonable attorneys' fees and costs of litigation) by any third party resulting from any acts or omissions of Reseller relating to its activities in connection with this Agreement, including – without limitation – Reseller's breach of this Agreement, or Reseller's misrepresentations relating to HOC, its services, Software, or this Agreement, regardless of the form of action. Reseller will be solely responsible for any claims, warranties or representations made by Reseller or Reseller's representatives or agents derogating from the warranties provided by HOC in the applicable end user license agreement.

(2) HOC agrees to defend or, at its option, settle any claim or action against Reseller to the extent arising from a third party claim that a permitted use of Software by End Users infringes any EU patent or copyright, provided HOC has control of such defense or settlement negotiations and Reseller gives HOC prompt notice of any such claim and provides reasonable assistance in its defense. In the event of such a claim of infringement, HOC, at its option, may provide Reseller with substitute Software reasonably satisfactory to Reseller to replace those affected Software then in Reseller's inventory. HOC will not be liable under this Section if the infringement arises out of Reseller's activities after HOC has notified Reseller that HOC believes in good faith that Reseller's activities will result in such infringement. The foregoing states the entire liability of HOC with respect to infringement of intellectual property rights.

13. Trademarks. In performing its obligations hereunder. Reseller may refer to Software by the associated HOC Trademarks, provided that such reference is not misleading and complies with any guidelines issued by HOC. Reseller is granted no right, title or license to, or interest in. any HOC Trademarks. Reseller acknowledges and agrees that any use of the HOC Trademarks by Reseller will inure to the sole benefit of HOC. If Reseller acquires any rights in any HOC Trademarks by operation of law or otherwise, it will immediately, at no cost or expense to HOC assign such rights to HOC along with all associated goodwill.

14. Parties' relationship. This Agreement does not constitute either Party the agent of the other, or create a partnership, joint venture or similar relationship between the Parties, and neither Party will have the power to obligate the other in any manner whatsoever. Reseller acknowledges and agrees that its relationship with HOC is that of an independent contractor, and Reseller will not act in a manner that expresses or implies a relationship other than that of an independent contractor. HOC and Reseller acknowledge and agree that: (a) Reseller is permitted to promote and sell products and services of companies other than HOC; (b) Reseller is not required to promote HOC products or services exclusively; and (c) Reseller's decision to devote all or some of its business efforts to the products or services of any particular company is solely in the discretion of Reseller.

15. Term and termination. (1) Term. This Agreement will be effective for a term of one year from the Effective Date. It will be automatically extended for further one-year

terms unless either Party gives written notice to the other at least 30 days before the expiration of the initial or any renewal term of the Party's intent not to renew.

(2) Termination. Notwithstanding anything in this Agreement that may be interpreted to the contrary, HOC may terminate this Agreement without cause and without liability upon 30 days' prior written notice to Reseller. Either Party may terminate this Agreement for any material breach of the Agreement that is not cured to the non-breaching Party's satisfaction within 10 days of written notice that specifies the breach.

(3) Effect of termination. Upon termination of this Agreement, Reseller will cease all advertising, marketing and resale of Software. Termination of this Agreement will not affect either Party's rights or obligations with respect to Software distributed by Reseller prior to the effective date of the termination.

(4) No liability for termination. Neither Party will be liable for any damages arising out of the termination of this Agreement in accordance with this Section 14. Reseller acknowledges and agrees that HOC is not responsible for Reseller's dependence on revenues hereunder and Reseller agrees to release, hold harmless and indemnify HOC from any and all claims and liabilities relating to Reseller's revenues, financial forecasts or economic value that may result from any termination by HOC of this Agreement as permitted hereunder.

(5) Survival. Expiration or termination of this Agreement will not relieve either Party from its obligations arising hereunder prior to such expiration or termination. Rights and obligations which, by their nature, should survive will remain in effect after termination or expiration of this Agreement.

16. Assignment. Neither this Agreement nor any rights or obligations of Reseller hereunder will be assignable or transferable by Reseller, in whole or in part, by operation of law or otherwise, without the prior written consent of HOC. Any attempted assignment, subcontract or other transfer of this Agreement or any of Reseller's rights or obligations hereunder will have at no time any legal validity and will be considered a material breach of this Agreement. This Agreement will be binding upon and inure to the benefit of the Parties and their permitted successors and assigns.

17. Notices. Any notices or other communications required or permitted hereunder will be in writing and personally delivered at the principal business addresses designated at the beginning of this Agreement, or mailed by registered or certified mail, return receipt requested, postage prepaid, at the address set forth above, or to such other address or addresses as may be hereafter furnished by one Party to the other Party in compliance with the terms hereof. Notwithstanding the foregoing, HOC may give notice of changes in Prices, service offerings, product descriptions, order procedures, delivery procedures and other routine events and procedures by way of printed materials or newsletter.

18. Force majeure. HOC will not be liable for failure or delay in performance of any of its obligations hereunder if such delay or failure to perform is caused by circumstances beyond its control. Reseller will be required to accept any delayed shipment, lack of service, or delivery made within a reasonable time.

19. Governing laws. This Agreement will be governed by and construed in accordance with the laws of the Republic of Poland. Each Party consents to the jurisdiction and

venue of the courts competent with respect to the registered office of HOC, in any action arising out of or relating to this Agreement.

20. Entire agreement. This Agreement constitutes the entire agreement and understanding of the Parties with respect to the subject matter hereof and supersedes and terminates all other prior commitments, arrangements or understandings, both oral and written, between the Parties with respect thereto. This Agreement may not be modified or amended except by an instrument in writing executed by each of the Parties. None of the provisions of this Agreement will be deemed to have been waived by any act or acquiescence on the part of either Party, their agents or employees, but may be waived only by an instrument in writing signed by an officer of the waiving Party. No waiver of any provision of this Agreement on one occasion will constitute a waiver of any other provision or of the same provision on another occasion.

SIGNATURE SECTION

Please sign below to signify acceptance of the terms and conditions set out within this Agreement.

Signed by Reseller

Signed by HOC

Print name: [...]

Print name: [...]