

Bridge Communications Cloud Suite Reseller Agreement

THIS BRIDGE COMMUNICATIONS CLOUD SUITE RESELLER AGREEMENT ("AGREEMENT"), IS ENTERED INTO BETWEEN YOU ("RESELLER") AND BRIDGE COMMUNICATIONS LLC ("BRIDGE COMMUNICATIONS LLC").

1. NONEXCLUSIVE AGREEMENT

Reseller agrees to resell the Bridge Communications Cloud Suite to end users in accordance with the terms of this Agreement and the End-User License Agreement available in the Bridge Cloud Suite launch screen of any Bridge Communications Cloud Suite Application. ("EULA"). This Agreement is not exclusive to Reseller, and BRIDGE COMMUNICATIONS LLC reserves the unrestricted right to sell, license, market and distribute or to grant to others the right to sell, license, market and distribute the Bridge Communications Cloud Suite anywhere in the world.

2. PRICING

Reseller shall receive rebates or margin, off MSRP price, on Bridge Communications Cloud Suite related subscriptions where the reseller is an authorized participant of the Bridge Communications Cloud Suite Reseller Program and the customers' partner of record or the reseller is the customers' Managed Service Provider.

Where the Reseller is the Partner of Record, rebates checks are sent to the Partner of Record between 30 and 45 days following the end of the calendar month and are based upon the current Reseller Margin. Payments made to resellers outside of the United States are to be made via electronic means.

Where the Reseller is the Managed Service Provider for a customer and the licenses are paid by the Reseller, the Reseller will be billed MSRP less the current Reseller Margin indicated in the most current Bridge Communications Cloud Suite Reseller Program Guide.

3. BRIDGE COMMUNICATIONS CLOUD SUITE

BRIDGE COMMUNICATIONS LLC has the right to modify, alter, and update the Bridge Communications Cloud Suite at any time at its discretion. Reseller agrees not to remove from the Bridge Communications Cloud Suite any copyright notice included therein. Neither party shall obtain any ownership or other interest in the intellectual property of the other by reason of this Agreement.

Prior to new license subscription purchases, Bridge Communications provides a 30-day trial period to ensure the software will perform in substantial accordance with its accompanying product

documentation. This 30-day period starts when the user is created. If Reseller believes there is a breach of the above warranty, then Reseller must notify Bridge Communications within the warranty period and provide reasonable cooperation to Bridge Communications. Bridge Communications will use commercially reasonable efforts to remedy covered defects within a reasonable period of time or replace the Software. **Bridge Communications Disclaims all other express and implied warranties, including without limitation the implied warranty of merchantability and fitness for a particular purpose. The Software may not be error free, and use may be interrupted.**

4. CONFIDENTIALITY

In the performance of this Agreement, each party may have access to confidential, proprietary or trade secret information owned or provided by the other party ("Confidential Information"). All Confidential Information supplied by one party to another pursuant to this Agreement shall remain the exclusive property of the disclosing party. The receiving party shall use such Confidential Information only for the purposes of this Agreement and shall not copy, disclose, convey or transfer any of the Confidential Information. Neither party shall have any obligation with respect to Confidential Information which: (i) is or becomes generally known to the public by any means other than a breach of the obligations of the receiving party; (ii) was previously known to the receiving party or received by the receiving party from a third party, which was not subject to similar confidentiality obligations to the disclosing party; or (iii) is independently developed by the receiving party, without breaching the confidentiality obligations of this Agreement.

5. RELATIONSHIP OF THE PARTIES

Nothing contained in this Agreement shall create or imply any agency relationship between the parties, nor shall this Agreement be deemed to constitute a joint venture or partnership between the parties. Neither party shall have authority to act for or on behalf of the other, except as expressly provided for in this Agreement. Each party acknowledges and agrees that it is not authorized to bind the other party to any contract or agreement of any nature whatsoever.

6. BRIDGE COMMUNICATIONS LLC BRIDGE COMMUNICATIONS CLOUD SUITE

a. Bridge Communications LLC hereby grants to Reseller a limited, nonexclusive right to use Bridge Communications LLCs' regular trade names, trademarks, titles and logos (the "Bridge Communications Cloud Suite") in the advertising, promotion and sale of the Bridge Communications Cloud Suite. Reseller shall not make or permit alteration or removal of tags, labels, or identifying marks placed by Reseller on or within any of the Bridge Communications Cloud Suite or website. Reseller will not use BRIDGE COMMUNICATIONS LLCs' trade names or abbreviations (with the exception of a logo or mark or graphic design provided by Reseller which indicates Reseller is an authorized reseller of Bridge Communications Cloud Suite) in Reseller's corporate title, or name or in any way that might result in confusion as to separate and distinct identities of Reseller and Bridge Communications LLC. Upon the expiration or earlier termination of this Agreement, the license granted to Reseller in the Bridge Communications Cloud Suite shall immediately terminate and Reseller shall immediately cease and desist all use of the Bridge Communications Cloud Suite.

b. Reseller recognizes and acknowledges Bridge Communications LLCs' ownership and title to the

Bridge Communications Cloud Suite and the goodwill related thereto and agrees that any goodwill which accrues because of Reseller's use of such marks shall become the property of Bridge Communications LLC. Reseller further agrees not to contest or take any action in opposition to any trademark, service mark, trade name or logo of Bridge Communications LLC or to use, employ or attempt to register any mark or trade name which is similar to any mark or name of Bridge Communications LLC.

7. TERM AND TERMINATION

a. This Agreement shall continue until a party shall give notice to the other party of its desire to terminate this Agreement upon at least ninety (90) days prior written notice, provided that this Agreement shall continue with respect to any then existing subscriptions until such subscriptions are completed in accordance with their terms.

b. In the event of any other breach or default of any material obligation owed by a party in this Agreement, then the other party may provide notice to the first party and if such breach of default is not cured within 15 Business Days following such notice, the Agreement may be terminated by the non-breaching party.

8. LIMITATION OF LIABILITY

a. EXCEPT FOR BREACH OF THE CONFIDENTIALITY OBLIGATIONS OF A PARTY OR THE INDEMNITY, IN NO EVENT SHALL EITHER PARTY HAVE ANY LIABILITY TO THE OTHER PARTY OR ANY THIRD PARTY FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE OR EXEMPLARY DAMAGES OR EXPENSES ARISING OUT OF THIS AGREEMENT WHATSOEVER (INCLUDING BUT NOT LIMITED TO ANY DAMAGES OR EXPENSES FOR ANY: LOSS OF USE; LOST PROFITS; LOST BUSINESS; LOST OPPORTUNITY, LOST DATA; COSTS OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES; AND, BUSINESS INTERRUPTION) WHETHER IN AN ACTION OF CONTRACT, NEGLIGENCE OR OTHER TORTIOUS ACTION, AND WHETHER OR NOT WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE OR EXPENSE. THESE LIMITATIONS SHALL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

b. EXCEPT FOR BREACH OF THE CONFIDENTIALITY OBLIGATIONS OF A PARTY OR THE INDEMNITY THE MAXIMUM AGGREGATE LIABILITY TO EACH PARTY TO THE OTHER PARTY SHALL NOT EXCEED THE GREATER OF AN AMOUNT EQUAL TO THE GREATER OF THE AMOUNT PAID OR OWED BY RESELLER TO BRIDGE COMMUNICATIONS, LLC, IN THE 24 MONTH PERIOD PRIOR TO THE EVENT WHICH GAVE RISE TO THE CLAIM. THE LIMITATIONS IN THIS SECTION SHALL APPLY WHETHER OR NOT THE ALLEGED BREACH OR DEFAULT IS A BREACH OF A FUNDAMENTAL CONDITION OR TERM OR A FUNDAMENTAL BREACH. SOME STATES/COUNTRIES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, SO THE ABOVE LIMITATION MAY NOT APPLY.

c. THE LIMITATIONS OF LIABILITY IN a. AND b. ABOVE SHALL BE DEEMED TO APPLY TO, AND EXIST FOR THE BENEFIT OF, OUR PARTNERS, SUPPLIERS, CONTRACTORS, AGENTS, VENDORS, AND THEIR RESPECTIVE OFFICERS, DIRECTORS, AGENTS, EMPLOYEES, SUPPLIERS, RESELLERS, LICENSORS AND DISTRIBUTORS.

9. INDEMNITY

Bridge Communications will defend or settle any third-party claims against Reseller alleging that the Bridge Communications Cloud Suite used in accordance with this Agreement violates a copyright, patent, trademark or other intellectual property right. Reseller shall promptly notify Bridge Communications of the claim in writing; cooperate with Bridge Communications in the defense; and allows Bridge Communications to solely control the defense or settlement of the claim, so long as the settlement contains a release in favor of Reseller and no admission on the part of Reseller. Bridge Communications will pay infringement claim defense costs incurred as part of its obligations above, and Bridge Communications negotiated settlement amounts, and all court awarded damages. **Remedies.** If such a claim appears likely, then Bridge Communications may modify the software, procure the necessary rights, or replace it with the functional equivalent. If Bridge Communications determines that none of these are reasonable available, then Bridge Communications will accept the cancellation of the subscription.

10. NOTICE

Any notice required by this Agreement or given in connection with it, shall be in writing and shall be given to the appropriate party by personal delivery or by email;

If to Bridge Communications LLC:

BRIDGE COMMUNICATIONS LLC

1830 52nd Street South, Fargo, ND 58103

Email: management@bridgeoc.com

11. SEVERABILITY

If any term of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, then this Agreement, including all of the remaining terms, will remain in full force and effect as if such invalid or unenforceable term had never been included.

12. GOVERNING LAW

This Agreement shall be interpreted under the laws of the State of North Dakota.

13. MISCELLANEOUS

Assignment. This Agreement may not be assigned by Reseller without Bridge Communications LLCs' prior written consent.

Entire Agreement. This Agreement constitutes the entire agreement between the parties and supersedes any prior written or oral agreement including any prior reseller or referral agreement or understanding with respect to the subject matter thereof. The terms and conditions of any past, present or future purchase order submitted by Partner which alter, modify or conflict with the terms and conditions of this Agreement are void.

14. HEADINGS

Headings used in this Agreement are provided for convenience only and shall not be used to construe meaning or intent.

15. SIGNATURE OF PARTIES

Electronic Signature

IF RESELLER AGREES TO THE TERMS OF THIS AGREEMENT, CLICK "I AGREE." BY CLICKING "I AGREE," YOU REPRESENT AND WARRANT THAT: (A) THE INDIVIDUAL ACCEPTING THIS AGREEMENT IS DULY AUTHORIZED TO ACCEPT THIS AGREEMENT ON RESELLER'S BEHALF AND TO BIND RESELLER TO THE TERMS OF THIS AGREEMENT; (B) RESELLER HAS THE FULL POWER, CORPORATE OR OTHERWISE, TO ENTER INTO THIS AGREEMENT AND PERFORM ITS OBLIGATIONS UNDER THIS AGREEMENT; AND (C) THIS AGREEMENT AND THE PERFORMANCE OF RESELLER'S OBLIGATIONS UNDER THIS AGREEMENT DO NOT VIOLATE ANY THIRD-PARTY AGREEMENT TO WHICH RESELLER IS A PARTY.