

## Agreement for Resellers

**BY CLICKING THE BOX INDICATING YOUR AGREEMENT TO THE STONEWARE AGREEMENT FOR RESELLERS, YOU REPRESENT AND WARRANT THAT YOU HAVE READ AND AGREE TO (AND ARE AUTHORIZED TO AGREE TO) THE TERMS OF THE STONEWARE AGREEMENT FOR RESELLERS FOR THE LEGAL ENTITY ON WHOSE BEHALF YOU ARE ACCEPTING ITS TERMS AND CONDITIONS AND THAT THE REGISTRATION INFORMATION YOU PROVIDED IS TRUE AND CORRECT.**

This Stoneware Agreement for Resellers (“Agreement”) is entered into by and between Stoneware, Inc., an Indiana corporation having offices at 11555 N. Meridian Street, Suite 150, Carmel, IN 46032 (“Stoneware”) and the participant in the Lenovo Software Partner Program (“Reseller”). This Agreement shall be effective on the date the Reseller is approved to be a participant in the Lenovo Software Partner Program.

Reseller and Stoneware may be referred to collectively in this Agreement as “parties” and individually as “party”. In consideration of the mutual covenants contained herein and for other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Reseller and Stoneware hereby agree as follows:

### 1. Authorization and Scope

**1.1** Stoneware hereby authorizes Reseller to market Stoneware Products and Services within the United States (“Territory”) to End Users and to place orders with Distributors for End Users located in the Territory in accordance with the terms of this Agreement. Reseller may not market Products or Services, directly or indirectly, to End Users outside the Territory.

**1.2** For the sake of clarity, this Agreement does not authorize Reseller to purchase the Product, either for itself or for the End User(s). Ownership of the Product remains at all times with Stoneware. Stoneware software Products are licensed, not sold.. Reseller shall advise its End User Customers that Reseller is authorized only to distribute Stoneware Product licenses and/or market Services, and therefore the Stoneware Product itself has not been sold. The applicable End User license(s) for Product(s) purchased by an End User will be granted to the End User by Stoneware pursuant to terms of a separate agreement between the End User and Stoneware.

**1.3** A Product or Service becomes subject to this Agreement when Reseller places an order with a Stoneware Distributor.

### 2. Definitions

**2.1 Distributor** means a business entity that distributes Stoneware Products and Services to Resellers.

**2.2 End User** means the entity that enters into a license to use the Stoneware Product or obtains Service(s) for purposes other than distributing and reselling it.

**2.3 End User License Agreement** means Stoneware’s current end user license agreement(s) for the applicable Product which is included with the Product in electronic form as part of a Product installer or as an executable document, and is an agreement between Stoneware and the End User.

**2.4 Enterprise** means a party to this Agreement, and any entity that is controlled by, controls, or is under common control or ownership with such party, including its sister companies, parent, affiliates or subsidiaries.

**2.5 Product** means any Stoneware or Lenovo branded software that Reseller acquires from a Distributor under this Agreement. Software products include computer software Programs and related licensed materials such as documentation.

**2.6 Program** means a software Product and the following, including the original and all whole or partial copies:

1. machine-readable instructions and data;
2. components;
3. audio-visual content (such as images, text, recordings, or pictures); and
4. related licensed materials.

The term "Program" includes any Stoneware Program or a non-Stoneware Program provided under its applicable license terms that Stoneware may approve Reseller to market.

**2.7 Service** means the performance of a task; the provision of advice or assistance; or the access to a resource that is provided by Stoneware for sale by Reseller. Services may include Stoneware's Software as a Service (SaaS) offerings, as applicable.

### **3. Prices of Products and Services**

**3.1** Each party shall set its own prices and terms for the sale of Products and Services to End Users.

**3.2** Neither party shall provide information to the other regarding its prices and terms for the sale of Products and Services to third parties.

**3.3** Reseller shall only provide Products or Services at special bid prices or discounts to the End User specified by Stoneware in a special bid program.

### **4. Attachments and Transaction Documents**

**4.1** Additional terms for Products and Services may be in documents called "Attachments". In general, Attachments contain terms that may apply to more than one Product, Service or method of marketing Products and Services.

**4.2** If there is a conflict among the terms of this Agreement and Attachments, those of an Attachment prevail over those of this Agreement.

### **5. Review of Reseller Compliance with this Agreement**

**5.1** Stoneware may review Reseller's books and records to determine compliance with this Agreement. Reseller shall make its records relating to this Agreement available to Stoneware or an independent auditor reasonably acceptable to Reseller. The reviews shall occur not more frequently than one (1) time in each twelve (12) month period during the Term of this Agreement. Each review shall be conducted at Reseller's facility during normal business hours. Stoneware may make and retain copies of such records. In addition to the reviews described above, Stoneware may conduct a review of Reseller's books and records at any time it has reason to believe that there has been or may be a material breach of this Agreement.

**5.2** If Reseller fails to comply with this Agreement, an offer letter or a program announcement, in addition to any remedies available to Stoneware under any other section of this Agreement or at law, Reseller shall refund to Stoneware an amount equal to the sum of the discount, fee, marketing funds, promotional offerings or special bid advance discounts or rebates as were provided to Reseller by Reseller's Distributor or Stoneware. Reseller shall pay the refund to Reseller's Distributor or Stoneware upon demand or Reseller's Distributor or Stoneware may deduct it from any amounts due to Reseller. Stoneware shall provide Reseller with the results of its review and provide Reseller with the opportunity to respond to Stoneware's findings before requiring the refund of any discounts or fees.

### **6. Reseller's Responsibilities To Stoneware**

Reseller shall:

1. develop annual business plans, including marketing plans, and provide such plans to Reseller's Distributor or Stoneware as Stoneware specifies;
2. maintain trained personnel as requested by Stoneware;

3. ensure that the terms in any agreement that Reseller may have with an End User does not conflict with this Agreement;
4. maintain records of each Product and Service transaction (for example, marketing, sales, special bid discounts, marketing funds, promotional offerings, installation reporting and inventory information, a credit or a warranty claim) for three (3) years after the Term of this Agreement;
5. comply with any applicable regulations and laws before disclosing any personally identifiable information to Stoneware;
6. promptly report any suspected Product defects or safety problems to Reseller's Distributor and assist Reseller's Distributor or Stoneware in tracing and locating such Products; and use reasonable efforts to enable Stoneware to correct defects on Products whether located at Reseller or End User facilities;
7. refrain from making payments or gifts of any kind to anyone for the purpose of influencing decisions in favor of Stoneware, directly or indirectly;
8. access Stoneware's information systems only in support of marketing activities associated with the Stoneware Reseller relationship. Programs that Stoneware provides for use with Stoneware's information systems, which are in support of Reseller's marketing activities, are subject to the terms of the applicable license agreements, except that they may be not transferred. Reseller agrees to comply with all applicable license terms and the additional restrictions in this Agreement and use the Programs only for the purposes for which they were provided;
9. promptly provide to Stoneware information, notifications and documents that the End User is responsible to provide Stoneware through the Stoneware Reseller, as specified by Stoneware;
10. not modify, alter, create derivative works, translate, disassemble, de-compile, reverse engineer, or reconfigure any Product in any manner (including the default settings) or engage in activities that encourage End Users to modify or reconfigure Products;
11. not copy or otherwise reproduce any Product, in whole or in part, except for making reasonable numbers of back-up copies or as expressly authorized by this Agreement; and
12. not modify the Product in any manner, except as it may be expressly directed by Stoneware in writing.

## **7. Reseller's Responsibilities to End Users**

Reseller shall:

1. provide the support necessary to maintain customer satisfaction and participate in customer satisfaction programs established by Stoneware;
2. provide Product installation and post-installation support for the Products including serving as the primary contact for Product information, technical advice and operational advice. Reseller may delegate these support responsibilities to another Reseller approved by Stoneware; however, Reseller shall remain responsible for customer satisfaction. Stoneware shall bear customer satisfaction responsibility for such support in those cases where Reseller markets applicable Stoneware Services to End Users;
3. assist End Users to achieve productive use of the Products and Services;
4. refund the amount paid for a Product returned by an End User if such return is permitted under the Product End User license agreement; and
5. comply with all applicable export and import laws, including those of the United States.

## **8. Special Bids**

Special Bids means a special discount or price for a Product or Service provided to Reseller from information provided by Reseller to Stoneware or Reseller's Distributor in a Special Bid request. If the information provided in a Special Bid request changes, Reseller shall immediately notify Stoneware or Reseller's Distributor. In such event, Stoneware reserves the right to modify the terms of the Special Bid or to cancel the Special Bid authorization. If Reseller fails to provide truthful and accurate information on Special Bid requests, then Stoneware or Reseller's Distributor shall be entitled to recover from Reseller (and Reseller shall be obligated to repay) the amount of any additional discounts Stoneware provided in the Special Bid and take any other actions authorized under this Agreement. Special Bid authorizations and the terms applicable to that Special Bid are considered Stoneware Confidential Information (as defined in Section 9).

Reseller accepts the terms of a Special Bid by:

1. accepting the Products or Services for which the Special Bid was granted;

2. providing the Products or Services to Reseller's End User; or
3. paying for the Products or Services.

The Special Bid discount or price for eligible Products or Services are subject to the following terms:

1. no other discounts, incentive offerings, rebates, programs or promotions apply to the Products and Services, unless Stoneware or Reseller's Distributor specifies otherwise in writing;
2. the applicable Products and Services are subject to availability; and
3. Reseller must resell the Product or Service to the End User associated with the Special Bid by the date indicated in the Special Bid request.

Reseller may only market the Products and Services to the End User Reseller stated in the Special Bid request for the transaction specified in the Special Bid request.

If Reseller requests a specific End User price or discount in a Special Bid request, Reseller agrees that it will ensure that the intended End User receives the financial benefit of the Special Bid.

## **9. Confidential Information**

**9.1** Confidential Information shall mean information that either party marks or otherwise conspicuously identifies as confidential, or which the receiving party should reasonably understand to be confidential, including but not limited to: non-public information about Products and Services; business plans; market data; financial data; customer data; and sales information.

**9.2** Each party shall:

1. use the same care and discretion to avoid disclosure, publication or dissemination of Confidential Information as it uses with its similar information that it keeps confidential, but in no case less than a reasonable standard of care; and
2. use Confidential Information solely for the purpose for which it was disclosed or otherwise for the benefit of the discloser.

**9.3** Either party may disclose Confidential Information to:

1. employees of entities within its Enterprise that have a need to know in order to accomplish the purposes of this Agreement; and
2. any third party with the discloser's prior written consent.

**9.4** Any disclosure of Confidential Information by a party to a third party shall be on terms no less restrictive than those in this Agreement.

**9.5** Confidential Information shall not include information that is: i) already in the possession of a party without obligation of confidentiality; ii) developed by a party independently of Confidential Information received from the other party; iii) obtained from a source other than the other party without obligation of confidentiality; iv) publicly available when received or subsequently made publicly available through no fault of the recipient; or v) disclosed to a third party without obligation of confidentiality.

**9.6** Either party may use the ideas, concepts and know-how contained in the Confidential Information of the other which is retained in the unaided memories of recipient's employees.

**9.7** CONFIDENTIAL INFORMATION OF EITHER PARTY IS PROVIDED "AS IS" AND WITHOUT WARRANTIES OF ANY KIND, WHETHER EXPRESS, STATUTORY OR IMPLIED.

**9.8** The receipt of Confidential Information by either party shall not preclude, or in any way limit, the recipient from: 1) providing to others products or services which may be competitive with products or services of the discloser; 2) providing products or services to others who compete with the discloser; or 3) assigning its employees in its sole discretion.

9.9 Either party may disclose Confidential Information of the other to the extent required by law; however, the recipient shall promptly notify the discloser of any such requirement in order that the discloser may take action to prevent or limit such disclosure.

## 10. Status Change

Reseller shall provide prompt written notice to Stoneware of any substantive change to the information provided in the Reseller's application. Upon notification of such change, or in the event of Reseller's failure to provide notice of such change, Stoneware may, at its sole discretion, terminate this Agreement.

## 11. Marketing Funds and Promotional Offerings

Stoneware may provide marketing funds or promotional offerings to Reseller. The terms and conditions applicable to Reseller's eligibility for such funds and offerings shall be as set forth in this Agreement and in an offer letter or a program announcement. Reseller shall use any such funds or materials solely as designated by Stoneware. In the event that Stoneware terminates this Agreement, Reseller shall immediately cease use of marketing funds and promotional offerings.

## 12. Warranty

**12.1 End User Warranty.** For Stoneware Products marketed by Reseller, Stoneware only warrants the Products to End Users and pursuant to the terms of the applicable End User License Agreement. No warranty to the Stoneware Products is extended to Reseller pursuant to this Agreement. If Reseller's End User customers wish to make a warranty claim with respect to Stoneware Products, Reseller shall provide commercially reasonable assistance in making such claim to Stoneware. As between Stoneware and Reseller, all warranties of any kind are expressly disclaimed.

**12.2 EXCEPT AS PROVIDED HEREIN, ALL PRODUCTS, SUPPORT, AND ALL THIRD PARTY PRODUCTS AND SERVICES ARE PROVIDED AS IS, WITHOUT WARRANTIES OR CONDITIONS OF ANY KIND. STONEWARE EXPRESSLY DISCLAIMS ALL WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE. THIRD PARTY MANUFACTURERS, SUPPLIERS, SERVICE PROVIDERS OR PUBLISHERS MAY PROVIDE WARRANTIES DIRECTLY TO RESELLER OR END USERS.**

## 13. Export and Import

**13.1** Reseller warrants to Stoneware that at all times relevant to this Agreement, it is, and will continue to be, in compliance with all applicable export and import laws, regulations, orders and policies, as well as those of the United States, including any clearances, licenses, exemptions and filings associated therewith. If Reseller exports or imports Products, Services or technical data, Reseller, and not Stoneware, shall act as the exporter or importer of record. Stoneware may, in its sole discretion, require Reseller to provide Stoneware with written certification of its compliance with the export and import requirements described above.

**13.2** Unless specified otherwise by Stoneware, Stoneware shall have no responsibility under this Agreement related to a Product that has been exported from the United States. Reseller shall notify End Users of any applicable export laws and regulations, as well as any import requirements of the destination country.

**13.3** Products exported by Reseller, or purchased from Reseller by an End User for use outside the United States shall not be taken into consideration when determining Reseller's performance of objectives or qualification for promotional offerings or marketing funds.

## 14. Trademarks

**14.1** Stoneware shall specify the Stoneware title and emblem which Reseller is authorized to use, on a non-transferrable, non-exclusive, royalty free basis, in the sale of Stoneware Products and Services. Stoneware shall provide Reseller with guidelines, which Stoneware may modify from time to time, regarding the use of the Stoneware title and emblem. Reseller shall not modify the emblem in any way. Reseller may use Stoneware trademarks (which include the title, emblem, trademarks and service marks) only:

1. within the United States;

2. in association with Products and Services approved for sale by Stoneware;
3. as described in Stoneware's guidelines; and
4. in association with Reseller's obligations under this Agreement.

**14.2** At Reseller's expense, Reseller shall promptly modify any advertising or promotional materials that do not comply with Stoneware guidelines. Reseller shall promptly notify Stoneware of any complaints related to its use of a Stoneware trademark. Upon termination or expiration of this Agreement, Reseller shall promptly cease any use of Stoneware trademarks. If Reseller fails to so cease use and Stoneware incurs litigation related costs and attorneys' fees to cause Reseller to cease use, Reseller shall reimburse Stoneware for any such costs and fees.

**14.3** Reseller shall not register or use any mark that is similar to any of Stoneware trademarks. Stoneware trademarks, and any goodwill resulting from Reseller's use of such trademarks, shall be the sole and exclusive property of Stoneware.

## **15. Limitation of Liability**

**15.1** In any action arising out of or related to this Agreement or any order issued hereunder to Reseller's Distributor, neither party, including the Enterprise of which it is a part shall be liable to the other party or the Enterprise of which it is a part for any of the following even if informed of their possibility and whether arising in contract, tort, (including negligence) or otherwise: (a) third-party claims for damages; (b) loss of, or damage to, data; (c) special, incidental, indirect, punitive, exemplary or consequential damages; or (d) loss of profits, business, revenue, goodwill or anticipated savings; and

**15.2** The maximum cumulative liability of either party and the Enterprise of which it is a part to the other party and the Enterprise of which it is a part for all actions arising out of or related to this Agreement and all orders issued hereunder to Reseller's Distributor, regardless of the form of the action or the theory of recovery, shall not exceed ten thousand United States Dollars (\$10,000).

**15.3** The provisions of Sections 15.1 and 15.2 shall also limit the liability of Stoneware, its subcontractors, suppliers and program developers, collectively, to Reseller and the Enterprise of which it is a part.

**15.4** The provisions of Sections 15.1 and 15.2 shall not apply to: (i) damages for bodily injury (including death); (ii) damage to real property or tangible personal property; (iii) Stoneware's obligations under Section 16 below; and (iv) Reseller's obligations under Section 17 below.

## **16. Intellectual Property Infringement Protection**

If a third party claims that a Stoneware Product that Reseller obtains from Reseller's Distributor under this Agreement infringes that party's patents or copyrights, Stoneware shall defend Reseller against that claim at Stoneware's expense and pay all costs, damages and attorney's fees that a court finally awards against Reseller, or that are included in a settlement approved by Stoneware, provided that Reseller: (i) promptly notifies Stoneware in writing of the claim; (ii) allows Stoneware to control, and cooperates with Stoneware in, the defense and any related settlement negotiations; and (iii) is and remains in compliance with Reseller's obligations in this Section 16. The foregoing is Stoneware's entire obligation to Reseller regarding any claim of infringement. If such a claim is made or appears likely to be made, and Reseller maintains inventory of Products, Reseller shall permit Stoneware, in its discretion, to enable Reseller to continue to use and sell the Products; to modify them; or to replace them with Products that are at least functionally equivalent. If Stoneware determines that none of these alternatives is reasonably available, Reseller shall promptly return the Products to Reseller's Distributor upon Stoneware's written request. Stoneware will then provide a credit to Reseller's Distributor equal to the amount paid for the Products. Stoneware shall have no obligation regarding any claim based on: i) anything Reseller, Reseller's Distributor or a third party on Reseller's behalf provides which is incorporated into, or combined with a Product; ii) unauthorized modification of a Product by Reseller, Reseller's Distributor or a third party on Reseller's behalf; iii) the combination, operation, or use of a Product with any products not provided by Stoneware as a system, or the combination, operation, or use of a Product with any product, data, apparatus or business method that Stoneware did not provide; iv) Stoneware's compliance with Reseller's specifications or requirements; or (v) infringement by a third party product alone, as opposed to its combination with Stoneware Products.

## 17. Indemnification

**17.1** Reseller shall defend, indemnify and hold harmless Stoneware, including the Enterprise of which it is a part; and their officers, directors and employees, from and against any and all claims, demands, suits damages, losses, liabilities, fines, penalties, judgments, or costs of whatsoever nature (including reasonable attorneys' fees) arising out of or connected with: i) a breach of this Agreement; ii) a violation of any applicable law, regulation or order, including but not limited to those relating to import and export; iii) a breach of any representation or warranty; iv) asserted or actual infringement of any intellectual property rights by Reseller; v) personal injury, death or property damage; vi) unlawful, unfair, or deceptive trade practices; vii) any unauthorized modification of a Product by Reseller; or viii) any other acts or omissions by Reseller or Reseller's contractors.

## 18. Term and Termination

**18.1** The term of this Agreement ("Term") shall begin on the effective date and continue for a period of one (1) years. Unless Stoneware specifies otherwise in writing, the Agreement shall be renewed automatically for subsequent one year periods.

**18.2** Either party may terminate this Agreement without cause, on one (1) month's written notice. If, under applicable law, a longer period is mandatory, then the notice period shall be the minimum notice period required by such law.

**18.3** If either party breaches a material term of the Agreement, the other party may terminate the Agreement immediately on written notice. A material breach shall include but not be limited to:

1. Reseller's failure to comply with the terms regarding the use of: i) Product and Services offerings; ii) Special Bid programs; or iii) the use of marketing funds or promotional offerings; or
2. any material misrepresentations made to Stoneware by Reseller.

**18.4** Stoneware may, in its sole discretion authorize Reseller to perform certain activities under this Agreement after its termination or expiration. Any such activities shall be conducted in accordance with the terms of this Agreement.

## 19. Miscellaneous

**19.1 Changes.** Stoneware may change the terms of this Agreement on one (1) month's written notice to Reseller. In such event, Reseller may terminate this Agreement effective upon the last day of the notice period.

**19.2. Returns.** Products may not be returned to Stoneware except as Stoneware, in its sole discretion, may designate from time to time.

**19.3 Assignment.** Reseller may not assign this Agreement, in whole or in part, or any of its rights or obligations hereunder without the prior written consent of Stoneware. Stoneware may assign this Agreement, in whole or in part, as well as its rights and obligations hereunder, at any time. Any such assignment shall become effective as to Reseller upon Reseller's receipt of notice thereof.

**19.4 Survival.** Any terms of this Agreement which by their nature survive the expiration or termination of this Agreement, including Limitation of Liability, Intellectual Property Infringement Protection and Indemnification, shall survive any such expiration or termination.

**19.5 Limitation on Actions.** Neither party may bring a legal action arising out of this Agreement against the other party more than two (2) years after the cause of action arose.

**19.6 Waiver.** The failure by either party to insist on the strict performance of the other party, or to exercise a right when entitled to do so, shall not be deemed a waiver of that party's right to insist upon strict performance or to exercise such right on any other occasion.

**19.7 Compliance with Laws.** Each party shall comply with all applicable laws and regulations, including those governing consumer transactions.

**19.8 Code of Conduct.** Stoneware has a code of conduct for its employees (“Code of Conduct”) available at [http://www.lenovo.com/social\\_responsibility/us/en/2011\\_Lenovo\\_CodeofBusinessConduct\\_EN.pdf](http://www.lenovo.com/social_responsibility/us/en/2011_Lenovo_CodeofBusinessConduct_EN.pdf). The Code of Conduct applies to all Stoneware business dealings. Reseller shall not induce or request any Stoneware employee to breach the Code of Conduct.

**19.9 Severability.** In the event that any provision of this Agreement, in whole or in part, is invalid, unenforceable or in conflict with the applicable laws or regulations of any jurisdiction, such provision shall be replaced, to the extent possible, with a provision which accomplishes the original business purposes of the provision in a valid and enforceable manner, and the remainder of this Agreement shall remain in effect.

**19.10 Remedies.** Reseller acknowledges and agrees that Stoneware’s remedy at law for breach of Reseller’s obligations hereunder would be inadequate, and hereby agrees that temporary and permanent injunctive relief and/or specific performance may be granted in any proceeding which may be brought to enforce this Agreement without the necessity of proof of actual damage, in addition to all other remedies provided hereunder or available at law.

**19.11 Governing Law, Jurisdiction and Venue.** This Agreement shall be governed by and interpreted in accordance with the laws of the State of Indiana, without regard to its or any other jurisdiction’s conflicts of laws principles. All claims or disputes arising out of or in connection with this Agreement shall be heard exclusively by a court located in Indianapolis, Indiana. To that end, each party irrevocably consents to the exclusive jurisdiction of, and venue in, such courts, and waives any: (i) objection it may have to any proceedings brought in any such court, (ii) claim that the proceedings have been brought in an inconvenient forum, and (iii) right to object (with respect to such proceedings) that such court does not have jurisdiction over such party. Without limiting the generality of the foregoing, each party specifically and irrevocably consents to personal and subject matter jurisdiction for such claims or disputes in a court located in Indianapolis, Indiana, and to the service of process in connection with any such claim or dispute by the mailing thereof by registered or certified mail, postage prepaid such party, at the address set forth in, or designated pursuant to, this Agreement. To the fullest extent permitted by law, each party hereby expressly waives (on behalf of itself and on behalf of any person or entity claiming through such party) any right to a trial by jury in any action, suit, proceeding, or counterclaim of any kind arising out of or in any manner connected with this Agreement or the subject matter hereof.

**19.12 Independent Contractors.** This Agreement does not create, nor should it be construed to create, the relationship of employer-employee, principal and agent, partners, or joint venture between the parties. At all times relevant hereto, Reseller and Stoneware shall be independent contractors. Neither party may act on behalf of the other; bind the other in any way; or represent to a third party that the other party is in any way responsible for its acts or omissions. Each party shall be solely responsible for its costs and expenses related to this Agreement and its rights and obligations hereunder.

**19.13 Preparation of Agreement.** Any ambiguities in the language of this Agreement are not to be construed or resolved against either party based on the fact that such party was principally responsible for drafting this Agreement.

**19.14 Reseller Information.** Stoneware and the Enterprise of which it is a part, may store, use and process contact information and other information about Reseller, including names, phone numbers, addresses, and email addresses obtained in the course of this Agreement. Such information may be processed and used in connection with this Agreement and the Products or Services. It may be transferred by Stoneware to any country where Stoneware does business and it may be provided to entities acting on Stoneware’s behalf in relation to this Agreement and the Products or Services.

**19.15 Counterparts and Electronics Signature.** This Agreement may be executed in one or more counterparts, each of which will be deemed an original but all of which together will constitute one and the same instrument. This Agreement may be executed by facsimile or other electronic signature in a manner agreed upon by the parties hereto.



**19.16 Communications.** Communications between the parties may be by electronic means, and any such communication shall be valid and binding to the extent permissible under applicable law. In all electronic communications, an identification code ("Stoneware ID") contained in an electronic document shall be sufficient to verify the sender's identity and the document's authenticity.

**19.17 Headings.** Headings used in this Agreement are for the purposes of convenience only and will not affect the legal interpretation of this Agreement.

**19.18 Complete Agreement.** This Agreement is the sole and complete understanding of the parties regarding the subject matter hereof, superseding all prior or contemporaneous agreements and understandings, whether written or oral.

**19.19 Attachments.** Reseller accepts the terms of an Attachment when Reseller participates in the offering described in the Attachment. When Reseller participates in an offering or when Reseller is approved by Stoneware to participate in an offering, the Attachment is incorporated herein and made a part of this Agreement.