



VALUE ADDED RESELLER (VAR) AGREEMENT

By and Between

RESELLER

and

**Aviva Solutions Inc.
185 Dorval Ave, Suite 303
Dorval, Que. H9S 5J9
Canada**

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VALUE ADDED RESELLER (VAR) AGREEMENT

This Value Added Reseller (VAR) Agreement (hereinafter referred to as "Agreement") is made effective as of the 5 day of October, 2022 ("Effective Date").

BETWEEN: AVIVA SOLUTIONS INC.
185 Dorval Ave, Suite 303
Dorval, Quebec, Canada
H4S 5J9

"AVIVA"

AND: "RESELLER"

In consideration of the premises and the mutual covenants and agreements contained herein, AVIVA SOLUTIONS INC., hereinafter referred to as AVIVA, and RESELLER hereto agree as follow:

1. PREAMBLE

WHEREAS, RESELLER has expertise in the distribution and reselling of software products and desires to resell, sublicense and distribute products from AVIVA;

WHEREAS, AVIVA has expertise in the design and manufacture of software and wishes to sell/license such to RESELLER; and

NOW, THEREFORE, the parties agree as follows:

2. DEFINITIONS

The following terms, as used in this Agreement with capital letters, shall have the following meanings:

"**Product**" shall mean the products listed in the attached [Schedule A](#) and made part hereof, consisting of software and/or accessories that are part of AVIVA's standard product offering, together with such amendments, supplements or changes which may be made from time to time by AVIVA pursuant to this Agreement.

"**Territory**" shall mean the territory described in the attached [Schedule B](#) and made part hereof in which RESELLER may resell AVIVA's Products.

"**Disclosing Party**" means any party to this Agreement which discloses Confidential Information to the other party.

"Receiving Party" means any party to this Agreement which receives Confidential Information from the other party or any of its subsidiaries.

"Confidential Information" means nonpublic information that Disclosing Party designates as being confidential or which, under the circumstances surrounding disclosure ought to be treated as confidential. "Confidential Information" includes, without limitation, information relating to released or unreleased Disclosing Party's software products, the marketing or promotion of any Disclosing Party's product, Disclosing Party's business policies or practices, information received from others that Disclosing Party is obligated to treat as confidential, and generally any copyrights, trade secrets and other intellectual property rights of AVIVA. Confidential Information disclosed to Receiving Party by subsidiary and/or agent of any Disclosing Party is covered by this Agreement.

"Purchase Order" shall mean a purchase order issued by RESELLER to AVIVA stating the type and quantity of Products to be purchased from AVIVA, ship-to location and shipment dates in accordance with the terms and conditions of this Agreement.

"Intellectual Property Right" shall include, but shall not be limited to, any trademark, industrial design, trade name, service mark, patent, copyright, trade secrets and/or copyrighted material.

"Day" shall mean calendar day, except where otherwise specified as business day.

3. SCOPE AND INTERPRETATION

- 3.1. **Interpretation.** All references to the singular of defined words specified in [Section 2](#) of this Agreement shall include the plural and vice-versa.
- 3.2. **Appointment and Acceptance.** AVIVA hereby appoints RESELLER its non-exclusive reseller as an independent contractor to sell AVIVA's Products in the Territory and RESELLER accepts such appointment and agrees to promote and sell AVIVA's Products throughout the Territory.
- 3.3. **Products.** This Agreement is for all Products from time to time listed in [Schedule A](#) to this Agreement. AVIVA reserves the right to modify its Products at any time and, upon thirty (30) days prior written notice to RESELLER, to withdraw any Product from the scope of this Agreement.
- 3.4. **Terms and Conditions of Sale.** This Agreement shall apply to all purchases of Products by RESELLER. All Purchase Orders must refer to this Agreement and are subject to acceptance by AVIVA. RESELLER and AVIVA shall comply with all terms and conditions stated in this Agreement. Neither AVIVA's commencement of performance nor delivery shall be construed as acceptance of any additional terms and conditions on any Purchase Order or any other documents submitted by RESELLER.
- 3.5. **Confidentiality.** Both parties acknowledge that all knowledge and information that either party may acquire during its relationship with the other party, is confidential and of substantial value to Disclosing Party which value would be

materially and significantly impaired if such Confidential Information were disclosed to third parties. The Receiving Party agrees that it shall not use or exploit in any way for its own account or the account of any third party, nor disclose to any third party, any such Confidential Information which is revealed to Receiving Party by Disclosing Party or of which Receiving Party becomes aware. Receiving Party will take every reasonable precaution to protect the confidentiality of such Confidential Information in a manner at least consistent with the efforts exercised by Receiving Party with respect to its own confidential information. There shall be no use, exploitation or disclosure by Receiving Party of any Confidential Information of Disclosing Party, after expiration or termination of this Agreement and all such Confidential Information shall be returned to Disclosing Party.

- 3.6. **Intellectual Property Rights.** RESELLER acknowledges that the Intellectual Property Rights to the Products are and shall remain the sole property of AVIVA. The use by RESELLER of any Intellectual Property Rights (including, but not limited to, any trademark, industrial design, trade name, service mark, patent, copyright, and/or copyrighted material) is authorized only for the purposes herein set forth and upon the expiration or termination of this Agreement for any reason, such authorization shall cease.

4. PATENTS AND TRADEMARKS

- 4.1. **Trademarks.** RESELLER agrees not to use AVIVA's Intellectual Property Rights except in an authorized manner in connection with the sale or license of Products supplied by AVIVA. RESELLER agrees not to raise or cause to be raised any question concerning the validity of AVIVA's Intellectual Property Rights and to notify AVIVA promptly of any uses of AVIVA's Intellectual Property Rights or any similar marks by any third party.
- 4.2. **Restrictions.** RESELLER shall not make any use of the said Intellectual Property Rights with or for any products not furnished by AVIVA, or in any manner which would injure or destroy their value, nor shall RESELLER make use in its business of any other marks likely to be confused with AVIVA's Intellectual Property Rights. RESELLER shall not conduct business under any of the Intellectual Property Rights or derivatives or variations thereof, and RESELLER shall not directly or indirectly hold itself out as having any relation to AVIVA or its affiliates other than as set forth herein. Intellectual Property Rights may be used by RESELLER only to advertise and promote Products themselves, and may not be used to identify the RESELLER.
- 4.3. **Use of Intellectual Property Rights in Advertising.** Advertising by RESELLER which shows and identifies product brands, software (including related documentation), services, or other items not covered by this Agreement may not use Intellectual Property Rights unless such brands and their corresponding Intellectual Property Rights are clearly separated from, and are not associated with, AVIVA's Intellectual Property Rights and Products. RESELLER will not alter nor remove any Intellectual Property Rights or any notices related to the Intellectual Property Rights or to copyright applied to Products or to their packaging and related documentation without the prior written approval of AVIVA.

5. INDEMNITY

- 5.1. Patent, Trademark and Copyright Indemnity.** AVIVA will defend at its expense any action brought against RESELLER to the extent that it is based on a claim that one or more Products ordered under this Agreement infringes an Intellectual Property Right in a country within the Territory ; provided that RESELLER promptly gives AVIVA written notice of such claim or threat of claim. Furthermore, AVIVA will indemnify RESELLER from costs, damages and fees finally awarded against RESELLER in such action,; provided that, RESELLER permits AVIVA to defend, compromise or settle the claim and provides all reasonable available information, assistance and authority to enable AVIVA to do so. AVIVA shall not be liable for any costs, damages or fees incurred by RESELLER on such action or claim or threat of action unless RESELLER promptly advises AVIVA that they have been incurred and immediately provides AVIVA written authority to defend, compromise or settle the claim.
- 5.2. Risk of Claim.** Should Products become, or in AVIVA's opinion likely to become the subject of a claim of infringement of patent or copyright in the Territory, AVIVA shall choose to (i) procure for RESELLER at no cost to RESELLER the right to continue to use the Products, (ii) replace or modify the Products, at no cost to RESELLER, to make such non-infringing, provided that the same function is performed by the replacement or modified Products, or (iii) if the right to continue to use cannot be procured or the Product cannot be replaced or modified, terminate the right to use such Products, remove the Products and grant RESELLER credit of purchase price, less a reasonable allowance for depreciation and use.
- 5.3. Liability.** AVIVA shall have no liability for any claim of copyright or patent infringement based on the use or combination of use of the Products with software, hardware, or other materials not provided by AVIVA, if such a claim would have been avoided but for such use or combination.
- 5.4. Entire Liability.** This section stated the entire liability of AVIVA with respect to infringement of copyright or of any patents or any other third party rights associated with the products or any part hereof and AVIVA shall have no additional liability with respect to any alleged or proven infringement.
- 5.5. Remedies.** The remedies provided under this Agreement are RESELLER's full and exclusive remedies. In no event shall either party be liable for indirect, special, incidental, punitive or consequential damages, including without limitation loss of profit, data and programs, whether based on contract, tort or any other legal theory. Either Party's agreed liability under any provision of this Agreement or otherwise shall be limited to, and at no time in the aggregate will exceed, the amounts paid by RESELLER for the particular Products involved in any specific claim under this Agreement. The parties agree that all implied warranties, including those for merchantability and/or fitness for a particular purpose are hereby expressly excluded.

6. RESELLER'S RESPONSIBILITIES

- 6.1. Sales Office.** RESELLER shall maintain at least one sales office within the Territory which shall be opened and staffed during normal business hours and shall use its best

efforts to promote, sell and support AVIVA's Products to a standard comparable to other similar products distributed by RESELLER. -

- 6.2. Independent Contractor.** RESELLER will conduct all of its business in its own name. RESELLER will pay all expenses of its office and activities and be responsible for the acts and expenses of its employees. Nothing in this Agreement shall be construed to constitute RESELLER as a partner, employee, or agent of AVIVA nor shall either party have any authority to bind the other in any respect. Each shall remain an independent contractor responsible for its own actions.
- 6.3. Promotion of Product.** RESELLER shall place AVIVA's Products in RESELLER's catalogues and/or website as soon as possible and represent the Products in any applicable trade shows it attends.
- 6.4. Support to Customer.** RESELLER's customers may contact AVIVA directly for pre- and post-sales support.
- 6.5. Software License Agreement.** RESELLER must provide the Products as supplied by AVIVA and with AVIVA's applicable License Agreement and for which RESELLER's obligation shall be to include the weblink of such applicable License Agreement in the customer contract/order form with the customer while seeking customer's acknowledgement for acceptance of such License Agreement. Any use of AVIVA software acquired by RESELLER for its own use is also subject to AVIVA's applicable License Agreement. RESELLER will not reverse engineer, decompile or disassemble Products.
- 6.6. Exports.** RESELLER shall not export, directly or indirectly, any Products furnished by AVIVA hereunder outside the Territory. Furthermore, RESELLER shall not export, directly or indirectly, any Products furnished by AVIVA hereunder to any countries within the Territory for which it requires an export license or other governmental approval at the time of export without first obtaining such license or approval.

7. AVIVA'S RESPONSIBILITIES

- 7.1. Product References.** AVIVA or its appointed representative hereby agrees to refer, from time to time, inquiries for AVIVA's Products from the Territory to RESELLER.
- 7.2. Assistance.** AVIVA hereby agrees to make available such reasonable information and assistance as may be required from time to time for the sale of AVIVA Products. AVIVA will cooperate with RESELLER in seeking and developing new products that would meet significant market requirements and where the economics of the situation justify such need.
- 7.3. Documentation.** AVIVA shall provide RESELLER , product literature in electronic format to assist RESELLER in promoting sales of the Products.
- 7.4. Orders.** AVIVA shall use commercially reasonable efforts to fill orders for the Products received from RESELLER and accepted and acknowledged by AVIVA for delivery. Delivery dates are not guaranteed but are estimated on the basis of immediate receipt by AVIVA of orders from RESELLER and the absence of delays, direct or indirect, resulting from circumstances beyond AVIVA's reasonable control.

8. PRICE AND PAYMENT TERMS

- 8.1. Pricing.** The prices for Products purchased hereunder shall be the applicable prices in effect on the date AVIVA receives RESELLER's purchase orders. Prices for Products as of the effective date of this Agreement are referenced in [Schedule A](#).
- 8.2. Payment Terms.** All payments shall be in US Dollars. Terms shall be thirty (30) days from the date of invoice. Any payments not made by the due date of the invoice shall henceforth carry interest at 4% above the BMO Bank of Montreal's prime rate in effect in Montreal, Canada, compounded on the last day of each calendar month. If credit is not approved or is revoked, RESELLER agrees to accept delivery and pay cash prior to shipment. Notwithstanding the above, AVIVA reserves title in the Products until payment is received in full. AVIVA reserves the right to suspend further deliveries pending full payment of all sums and interest that are overdue. Payment shall be deemed to have been received once cleared funds are credited by AVIVA's bankers to its accounts.
- 8.3. Resale Prices.** RESELLER is solely responsible for any prices it charges to its customers. Any suggested resale prices by AVIVA are not binding in any way upon RESELLER.

9. PRICE CHANGE AND PRICE PROTECTION

- 9.1. Notice.** AVIVA may, upon thirty (30) days prior written notice, and at its sole discretion, change its prices or minimum quantity purchase requirements for particular Products. Such notice may be given in writing or by electronic means.
- 9.2. New Price.** After the effective date of any price increase, all Products will be shipped and invoiced to RESELLER at the price in effect at the time the purchase order was received by AVIVA.
- 9.3. Benefit of Price Decrease.** In the event of a decrease in the purchase price between the submission of a Purchase Order and shipment to RESELLER, RESELLER shall have the benefit of the decrease for that Purchase Order and for all orders delivered after the decrease goes into effect.

10. DELIVERY OF PRODUCTS

- 10.1. Delivery Terms.** AVIVA shall host on its website a copy of the Products for download by RESELLER and/or RESELLER customers.

11. WARRANTY

11.1. **Assignment.** When RESELLER sells a Product purchased hereunder to its distributors, dealers, or end-users, RESELLER may assign to them AVIVA's warranty set forth in Section 11.2 below.

11.2 **Warranty.** : For a period of ninety (90) days from the date you receive the Product, Aviva warrants that the Product will perform substantially in accordance with the documentation when used as directed ("Limited Warranty"). This Limited Warranty is void if failure of the Product has resulted from modification, accident, abuse or misapplication. This Limited Warranty does not apply to Evaluation Products which are provided "AS IS" with no warranty whatsoever. AVIVA DOES NOT GUARANTEE THAT THE PROGRAM WILL PERFORM ERROR-FREE OR UNINTERRUPTED.

12. SOFTWARE INFRINGEMENT

12.1. **Infringement.** Within the thirty (30) day period following the termination of this Agreement, or in the event AVIVA has a reasonable basis to believe RESELLER or a third party has breached or violated any obligation specified or referred to in this [Section 6.9](#), or in AVIVA's License Agreement, upon AVIVA's written request, RESELLER shall promptly certify to AVIVA in writing that to the best of its knowledge and belief, it has not sublicensed or provided software to any third party except pursuant to the provisions of this [Section 6.9](#) and it has no knowledge of any breach or violation by any third party of AVIVA's License Agreement.

13. TERM AND TERMINATION

13.1. **Term.** This Agreement will remain in effect for a term of one (1) year from the Effective Date and shall be renewed for successive one (1) year periods subject to mutual agreement between the unless terminated as provided herein.

13.2. **Termination For Cause.** Either party may terminate this Agreement at any time upon written notice to the other party upon the occurrence of any of the following: (i) any voluntary petition in bankruptcy or any petition for similar relief is filed by such other party; (ii) any involuntary petition in bankruptcy is filed against such other party and shall not have been dismissed with sixty (60) days from the filing thereof under any federal or state/province bankruptcy or insolvency act; (iii) a receiver shall be appointed for such other party or any material portion of the property of such party by any court of competent jurisdiction, and such receiver shall not have been dismissed within sixty (60) days from the date of his appointment; (iv) such other party shall make an assignment for the benefit of creditors; (v) such other party shall admit in writing its inability to meet its debts as they mature; (vi) such other party shall fail to substantially comply with any material term, condition or covenant contained herein and shall fail to correct such lack of compliance within thirty (30) days after receipt of written notice of such failure from the non defaulting party; or (vii) fail to promptly pay any amount due

under this Agreement within fifteen (15) days following written notice by such other party.

- 13.3. Termination Without Cause.** Notwithstanding the terms and conditions contained herein, either party reserves the right to terminate this Agreement for any reason, or no reason, upon thirty (30) days prior written notice to the other party RESELLER shall be liable for any unpaid balance due to AVIVA.
- 13.4. No Liability.** In the event of termination by AVIVA in accordance with any provisions of this Agreement, AVIVA shall not be liable to RESELLER because of such termination, for compensation, reimbursement or damages on account of the loss of prospective profits or anticipated sales or on account of expenditures, investments, leases or commitments in connection with the business or goodwill of RESELLER or for any other reason resulting from such termination.
- 13.5. Obligation after Termination.** RESELLER shall, within thirty (30) days after expiration or termination of this Agreement discontinue any and all marketing of the Products.

14. GENERAL

- 14.1. Entire Agreement.** This Agreement contains the entire understanding and agreement of the parties hereto with respect to the subject matter hereof and supersedes all prior agreements, documentation, representations or promises, written or oral, between the parties or from one party to the other. Amendments to this Agreement must be in writing and signed by both parties. RESELLER understands that individual purchase orders and shipping releases reflecting release quantities, delivery dates, and specifying quantities of Products are to be issued by RESELLER but that any of the terms thereof which are inconsistent with the terms hereof shall be inapplicable unless expressly accepted in writing by AVIVA.
- 14.2. No Implied Waivers.** The waiver of either party at any time to require performance by the other of any provision hereof shall in no way affect the right to require performance at any time thereafter, nor shall the waiver by either party of a breach or any provision hereof be taken or held to be a waiver of any succeeding breach or of the provision itself.
- 14.3. Injunctive Relief.** In the event of an actual or threatened breach of [Section 3.5, 3.6](#) or [12](#) by RESELLER, RESELLER agrees that AVIVA or its affiliates are entitled to obtain interlocutory and final injunctive relief. RESELLER acknowledges that these provisions are reasonable and equitable and that any such breach will cause AVIVA or its affiliate's immediate and irreparable harm.
- 14.4. Notices.** Any notice, request, requirement, approval, permission, consent, or other communication required, authorized, permitted or contemplated to be given hereunder from any party to the other parties hereunder, shall be given in writing (unless otherwise provided herein) and shall be deemed accepted immediately when hand delivered or sent by courier service or by telecopier, or five (5) days after having been mailed via registered mail or by telegram, fee prepaid, addressed as follows:

payment of money or commercial hardship, to the extent such delay or failure is caused by fire, flood, explosion, war, strike, embargo, governmental action, the act of any civil or military authority, act of God, acts or omissions of carriers, component shortage, power cuts or any other causes beyond its reasonable control, whether or not similar to the foregoing.

14.12. No Partnership. This Agreement does not establish a joint venture nor a partnership between the parties.

14.13. Survival Clauses. Terms which by their nature are intended to survive shall survive the expiration or termination of this Agreement. Without limiting the generality of the foregoing, Sections 3.5, 3.6, 4, 5, 10.1, 13.1, and 14, shall survive the expiration or termination of this Agreement.

14.14. Language. The parties acknowledge that they have required that the present Agreement and all documentation, notices and legal proceedings entered into, given or instituted pursuant hereto or relating directly or indirectly hereto be drawn up in English.

Les parties reconnaissent avoir exigé que ce contrat ainsi que tout document, avis et procédures judiciaires qui pourront être exécutés, donnés ou intentés à la suite de, ou ayant un rapport direct ou indirect avec ce contrat, soient rédigés en anglais.

IN WITNESS WHEREOF this Agreement has been executed by the parties hereto by their officers duly authorized as they so declare.

RESELLER: _____

By: _____

Name: _____

Title: _____

Date: _____

AVIVA SOLUTIONS INC.

By: _____

Name: _____

Title: _____

Date: _____

SCHEDULE A

PRODUCTS

All standard Products which are available for distribution in the Territory and included on AVIVA's applicable Price List, which may be amended from time to time. RESELLER agrees to comply with all of the requirements of the said Price List, as it may be amended from time to time, including minimum transaction quantity for certain products.

PRICING

			RESELLER					
			TIER A	TIER B	TIER C	TIER D	TIER E	
			Quantity	1-99	100-499	500-999	1000-9999	10000+
PART #	ITEM DESCRIPTION	SRP						
VS1AFD18.0-SE	AVIVA for Desktops V17.0 - Strong Encryption / Desktop	\$245.95	\$233.65	\$221.36	\$196.76	\$122.98	\$73.79	
VM1AFD18.0-SE	Maintenance Plus Aviva for Desktops V17.0-128-Bit Encryption	\$36.89	\$35.05	\$33.20	\$29.51	\$18.45	\$11.07	
	SRP: Suggested Retail Price							

SCHEDULE B

TERRITORY

The Territory applicable TBD