MinIO Inc.
RESELLER AGREEMENT
Last Updated: February 19, 2026

This MinIO Reseller Agreement (the "**Agreement"**) is entered into as of the last date of signature of the applicable Order ("**Effective Date**") by and between the reseller listed in the Order ("**Reseller**") and MinIO, Inc., a Delaware corporation, with a principal place of business at 275 Shoreline Dr, Suite 100, Redwood Shores, CA 94065 ("**MinIO**"). Each of Reseller and MinIO are referred to herein individually as a "**Party**" and collectively the "**Parties**". Reseller and MinIO agree that, upon the Effective Date, this Agreement governs Reseller's resale of the Products to Customer (as defined below).

THIS AGREEMENT TOGETHER WITH THE PARTNER PROGRAM AND THE APPLICABLE ORDER CONSTITUTES THE LEGAL BINDING AGREEMENT BETWEEN MINIO AND RESELLER. BY ENTERING INTO A CONTRACT TO RESELL THE PRODUCTS, RESELLER (I) ACKNOWLEDGES THAT RESELLER HAS READ AND UNDERSTANDS THIS AGREEMENT; (II) REPRESENTS AND WARRANTS THAT RESELLER HAS THE RIGHT, POWER, AND AUTHORITY TO ENTER INTO THIS AGREEMENT; AND (III) ACCEPTS THIS AGREEMENT AND AGREES THAT RESELLER IS LEGALLY BOUND BY ITS TERMS.

IF RESELLER DOES NOT AGREE WITH THE TERMS RESELLER SHOULD NOT INDICATE ACCEPTANCE AND RESELLER MUST NOT RESELL THE PRODUCTS.

This Agreement may be periodically updated from time to time, and the current version will be posted at https://min.io/legal. Reseller's continued resale after a revised Agreement has been posted constitutes Reseller's acceptance of its terms.

1. DEFINITIONS

- **1.1. "Customer"** means the entity that purchases or acquires a subscription to use the Products through Reseller for its own internal business use in the Territory and not for further resale or distribution to third parties.
- **1.2. "Customer License and Subscription Agreement"** or **"EULA"** means the terms of use by and between Customer and MinIO governing Customer's access to and use of the Products which is available at www.minio.io/legal.
- **1.3. "Distributor"** means any MinIO-authorized entity that is permitted to resell Products to MinIO-authorized resellers for further resale to Customers.

- **1.4. “Documentation”** means user manuals, reference manuals, installation guides, and other technical material that are provided with the Products, as may be amended from time to time by MinIO.
- **1.5. “Incentive List”** means MinIO’s incentive program for MinIO partners and resellers, as may be amended by MinIO from time to time.
- **1.6. “Intellectual Property Rights”** means all copyrights (including, without limitation, the exclusive right to use, reproduce, modify, distribute, publicly display and publicly perform the copyrighted work), trademark rights (including, without limitation, trade names, trademarks, service marks and trade dress), patent rights (including without limitation, the exclusive right to make, use and sell), trade secrets, moral rights, rights of publicity, authors’ rights, contract and licensing rights, goodwill and all other intellectual property rights as may exist now and/or hereafter come into existence and all renewals and extensions thereof, regardless of whether such rights arise under the law of the United States, or any other state, country or jurisdiction.
- **1.6. “MinIO Marks”** shall mean the Product names, names, trademarks, trade names, service marks, service names, logos and brands, or copyright, other proprietary notices, or other brand designations as amended from time to time, of MinIO.
- **1.7. “Order”** means one or more ordering documents submitted by Reseller or Distributor to MinIO, as applicable, for the resale of Products to Customer and executed by the Parties that reference this Agreement, the requirements are attached hereto as Exhibit A.
- **1.8. “Partner Program”** means the MinIO Partner Program, or the successor thereto.
- **1.9. “Products”** means those MinIO products and/or services to be resold or provided by Reseller to Customer as set forth in the Order.
- **1.10. “Report”** means information pertaining to any Reseller transaction relating to the Products. For clarity, “Report” does not include the financial detail of transactions between Reseller and a Distributor or the Reseller and any Customer.
- **1.11. “Territory”** shall mean the specific geographic area Reseller is permitted to resale the Products, as authorized by MinIO, in its sole discretion. If no Territory is listing in this Agreement or the Order, Reseller is permitted to resale only in those locations which are not prohibited or in violation of U.S. trade and economic sanctions and only where the Customer is located.
- **1.12. “Unit”** means for a given Customer, the amount of data under management by the Products, with respect to such Customer as identified in the Order.
- **1.13. “Usage Limit”** means the maximum number of Units purchased under this Agreement with respect to a given Customer, as identified in an Order.

2. APPOINTMENT

Subject to the terms of this Agreement, MinIO hereby grants Reseller a non-exclusive, non-transferable, and non-assignable right during the Agreement Term to resell the Products and solely to Customers located in the Territory. Reseller is not authorized to, and shall not, (i) resell Products to Customers or third parties for further resale, redistribution, sharing or transfer; or (ii) resale, market, promote, or offer for sale the Products to any third parties located outside the Territory, except with MinIO's prior written approval.

3. RESELLER OBLIGATIONS

- **3.1. Customer License Agreement.** Reseller acknowledges that each Customer must agree to MinIO's online EULA and Customer's access and use of the Products is conditioned on Customer agreeing to be bound by the terms and conditions of the EULA. Reseller shall provide the EULA to Customer. If Customer requests a hard copy of the EULA to review and/or sign, Reseller agrees to either get the latest copy from www.minio.io/legal, which may be updated from time to time upon MinIO's sole discretion, or request the latest version from MinIO directly. Reseller shall (i) notify Customer in advance of purchase that the Products is subject to the EULA and that to place an order the Customer must agree to the EULA; (ii) ensure that the ordering documents are accurate; and (ii) not remove or obscure the EULA, interfere with its presentation or accept it on the Customer's behalf. For clarity, Reseller has no authority to negotiate the terms of the EULA, and Reseller will immediately refer any Customer questions or comments regarding the EULA directly to MinIO. If Reseller becomes aware of any unauthorized use of the Products or of any failure by Customer to comply with the EULA, Reseller will immediately notify MinIO and, at MinIO's direction, use its best efforts to assist MinIO in the enforcement of the EULA.
- **3.2. Orders and Acceptance.** Reseller will place orders for the Products under this Agreement by delivering an Order to MinIO or Distributor, as applicable. Acceptance of an Order is in MinIO's sole discretion. No Order will be binding until executed in writing by MinIO. Upon MinIO's acceptance of such Order, Reseller will execute Reseller's own order form with the applicable Customer which is consistent with the corresponding Order. Reseller will not

commit to providing the Products to any Customer without first obtaining an executed Order for such Products from MinIO. Accepted Orders are non-cancellable by Reseller.

- **3.3. Restrictions.** Except as explicitly provided in this Agreement or expressly permitted by applicable law, Reseller shall not, and shall not permit or authorize Customer or other third parties to, directly or indirectly (i) copy, modify, enhance, or otherwise create derivative works of the Products or related Documentation, in whole or in part; (ii) reverse engineer, disassemble, decompile, decode or otherwise attempt to derive or gain access to the source code of the Products in whole or in part; (iii) write or develop any program or product based upon or use the Products or MinIO's Confidential Information (as defined below) to develop, create, support, or invest in, directly or indirectly, any product which has, entirely or partially, the same function as any of the Products or which would be in direct or indirect competition with any of the Products; (iv) sell, sublicense, transfer any rights in, use for the benefit of or to provide services (e.g., as a service bureau) the Products, or allow access to unauthorized persons; (v) transmit unlawful, infringing or harmful data or code to or from the Products; (vi) replicate portions of the Products; or (vii) otherwise use the Products except as expressly permitted hereunder. Without limiting the foregoing, Reseller shall not, and shall not permit or authorize Customer or other third parties to, use the Products in a way that (a) imposes or could impose a requirement or condition that any Products or part thereof (i) be disclosed or distributed in source code form, (ii) be licensed for the purpose of making modifications or derivative works, or (iii) be redistributable at no charge, or (b) otherwise imposes or could impose any other material limitation, restriction, or condition on the right or ability of MinIO to use or distribute the Products. Reseller will use the Products and Documentation in compliance with all applicable laws and regulations, and refrain from any unethical conduct in its performance of its obligations herein. MinIO remains the sole and exclusive owner of, and grantor and provider of the Products, and any EULA is made directly between MinIO and Customer.
- **3.4. Partner Program and Incentive List.** MinIO may, from time to time, offer various incentives to Reseller to promote the sale of its Products and services. These incentives may include, but are not limited to, discounts, rebates, marketing funds, or other promotional offers. The terms and conditions of any such incentives, including eligibility criteria, duration, and specific benefits, will be communicated to Reseller in writing and may be subject to change at the sole discretion of MinIO. Reseller may obtain a copy of MinIO's current Partner Program materials and Incentive List upon request to MinIO. MinIO reserves the right to (i) terminate or modify the Partner Program; or (ii) change the Incentive List for the Products at any time in its sole discretion; however, any such price change will not affect Orders in progress.

- **3.5. Conduct.** Reseller will conduct itself in a professional manner. In reselling the Products to Customer and otherwise performing under this Agreement, Reseller shall (i) not engage in any deceptive, misleading, illegal, or unethical practices, and (ii) comply with all applicable federal, state, and local laws and regulations and this Agreement.
- **3.6. Reports.** During the Agreement Term and for three (3) years after, Reseller will maintain at its primary place of business full, true, and accurate books of account (kept in accordance with generally accepted accounting principles) and records concerning all transactions and activities under this Agreement. Such books and records will include and record, without limitation, the EULA, Reports and all data that Reseller is required to provide with respect to Products purchases (including Customer contact information).

4. INTELLECTUAL PROPERTY RIGHT

- **4.1. MinIO Marks.** Subject to the terms and conditions of this Agreement, MinIO grants to Reseller a one-time, limited, non-exclusive, non-transferable (without right to sublicense), non-assignable, revocable license during the Term to use MinIO Marks solely for the purpose of accomplishing and closing the resale one-time transaction under this Agreement. Reseller shall fully comply with all (i) MinIO Marks guidelines, including those available at https://www.min.io/legal such as the Trademark Policy, which may be updated from time to time by MinIO in MinIO's sole discretion; (ii) use restrictions or guidelines communicated by MinIO to Reseller or provided in the Partner Program online portal; (iii) instructions issued by MinIO to Reseller from time to time; or (iv) as otherwise permitted by MinIO in writing. Except for the express license grant in this Section 4.1, nothing contained in this Agreement will grant or will be deemed to grant to Reseller any right, title, or interest in or to MinIO Marks, including any associated goodwill, and Reseller agrees that any and all use of the MinIO Marks shall inure to the sole benefit of MinIO and/or MinIO affiliates, as applicable. At no time during or after the Agreement Term shall Reseller contest, oppose or challenge, or aid in contesting, opposing or challenging the validity or ownership of any MinIO Mark or take any action in derogation of the rights of MinIO and its affiliates therein, including, without limitation, applying or attempting to register any name, trademark, trade name, service mark, service name, logo, designs, other designations or brands owned or used by MinIO, that is similar to any MinIO Mark, or any mark that are confusingly similar to those of MinIO. Upon expiration or termination of this Agreement, the license granted in this Subsection 4.1 shall automatically terminate and Reseller shall immediately cease to use all MinIO Marks. If at any time Reseller

acquires rights in or to, or any registration or application for, any of the MinIO Marks by operation of law or otherwise, it will immediately upon request by MinIO and at no expense to MinIO, enter into any subsequent agreements necessary to effectuate the intent of the above or otherwise preserve MinIO Marks, including assigning such rights, registrations, or applications to MinIO, along with any and all associated goodwill.

- **4.2. Proprietary Rights.** All rights, title, and interest in and to the Products and Documentation, including all Intellectual Property Rights inherent therein, belong exclusively to MinIO and/or its licensors. The Products and Documentation are licensed, not sold, by MinIO, and nothing in this Agreement will be interpreted or construed as a sale or purchase of the Products or Documentation. Reseller shall not have any rights in or to the Products or Documentation except as expressly granted in this Agreement. MinIO reserves to itself all rights to the Products and Documentation not expressly granted to Reseller in accordance with this Agreement. Reseller acknowledges that the Products and Documentation, all copies of the Products and Documentation are the sole and exclusive property of MinIO and contain MinIO's Confidential Information and proprietary materials.
- **4.3 Feedback.** If Reseller provides any feedback, advice, suggestions or guidance related to MinIO's business, Products or services, or any technology therein (collectively, "Feedback"), then Reseller grants to MinIO a global, perpetual, irrevocable, sublicensable, transferable, assignable, fully paid-up license to freely use and otherwise exploit such Feedback and, notwithstanding anything to the contrary in this Agreement, such Feedback shall be deemed the Confidential Information of MinIO. MinIO acknowledges that such Feedback is provided "AS-IS" without warranty of any type.

5. FEES AND PAYMENT.

- **5.1. Fees.** This Section only applies for purchases of Products made directly with MinIO. In consideration of MinIO's provision of the Products to Customer, Reseller will pay all applicable fees set forth in each Order (the **"Fees"**). Unless otherwise stated in the Order, all Fees are due within thirty (30) days of the date of the Order. Reseller acknowledges and agrees that all Fees are to be paid in United States Dollars (unless otherwise agreed to by the Parties in

writing), MinIO does not accept checks for payment, and MinIO will not be required to sign up for vendor portals or similar applications to receive payment. Late payments are subject to an interest rate of one and a half percent (1.5%) per month, or the maximum permitted by applicable law, whichever is greater. A valid Order must include the information listed in **Exhibit A**. Each Order is subject to written acceptance by MinIO in its sole discretion which acceptance may be provided by email from MinIO, notice of acceptance, or the issuance of an invoice. MinIO shall have the right to invoice Reseller pursuant to and Order immediately after (or in conjunction with) acceptance. Any Order submitted by Reseller shall be governed by the terms and conditions of this Agreement. The Parties agree that this Agreement prevails in the event of any conflict between any provision of an Order and this Agreement. Any Order placed by Reseller must correspond to an applicable order form by Customer for the Products. Any additional or different terms in Reseller's order form with the Customer will not be binding upon MinIO and Reseller will be solely liable for any claims arising from such terms. By entering into this Agreement, Reseller waives any preprinted terms and conditions set forth in its Order (or any other Reseller document) even if accepted by MinIO. Reseller is responsible for invoicing Customer for any applicable fees Reseller charges such Customer, and Reseller is solely responsible for collection from Customer any such fees.

- **5.2. Taxes.** This Section only applies for purchases of Products made directly with MinIO. Fees are exclusive of applicable taxes, duties and the like, which shall be paid by Reseller. For clarity, Reseller is responsible for the payment of any applicable taxes that are levied or imposed by any governmental authority on the use, subscription, transfer, possession, or delivery of the Products (excluding tax based on MinIO's net income). For Resellers outside the United States, (i) the Fees will be grossed up to include any local withholding tax due which, if due, will be payable by the Reseller to the relevant tax authorities; (ii) any Value Added Taxes (VAT) due is the responsibility of Reseller under any local reverse charge mechanism; and (iii) Reseller must provide evidence of its VAT registration status to support the application of the reverse charge mechanism. If Reseller is incorporated under the tax laws of the United States, it will provide MinIO with a Form W-9 prior to issuing an Order to MinIO. Reseller shall withhold taxes as required under applicable law on payments made to MinIO hereunder and shall be required to remit to MinIO only the net proceeds thereof. Reseller agrees to remit in a timely manner all taxes withheld to the appropriate government authority in each respective jurisdiction. Reseller shall provide MinIO with documentation of any applicable withholdings as required under applicable law. Reseller shall provide a resale certificate to MinIO within thirty (30) days prior to resale to Customer. Notwithstanding the foregoing, Reseller may obtain an exemption from relevant taxes or duties as of the time such

taxes or duties are levied or assessed. In such an event, Reseller may provide to MinIO any such exemption information, and MinIO will use reasonable efforts to provide such invoicing documents as may enable Reseller to obtain a refund or credit for the amount so paid by MinIO from any relevant revenue authority, if such a refund or credit is available.

- **5.3. Customer Pricing; Obligation to Pay**. Reseller or Distributor, as applicable, will independently determine the pricing at which it offers the Products to Customers or Reseller, as applicable. Reseller bears sole responsibility to pay for accepted Orders of Products regardless of any non-payments by any of its Customers.

6. TERM; TERMINATION.

- **6.1. Term.** This Agreement will begin on the effective date of the applicable Order accepted by MinIO ("**Reseller Acceptance**"). For clarity, the effective date of the applicable Order if not defined in the Order, shall be the date of MinIO's signature of such Order. This Agreement will be in effect from the date of Reseller Acceptance and automatically terminate upon (i) delivery of the Products to Customer by MinIO; and (ii) payment for the Products by Reseller (the "**Term**"), provided however MinIO may terminate this Agreement upon five (5) days' prior written notice to Reseller for Reseller's material breach of this Agreement or Reseller's petition in bankruptcy or any proceeding relating to insolvency, receivership; liquidation, or assignment for the benefit of creditors. For clarity, a material breach shall include instances where (a) Reseller makes an unauthorized resale of the Products; (b) Reseller makes a material misrepresentation as it relates to the Products to Customer or a potential Customer; or (c) Reseller is more than thirty (30) days past due for any payments owed to MinIO.
- **6.6. Effect of Termination.**
    - **6.2.1.** Upon expiration or termination of this Agreement ("**Expiration**"), provided Reseller has paid for the Products set forth in the Order, MinIO and Reseller will continue to provide the Products to Customer subscribed to the Products as of the date of Expiration, that have a license or subscription that continues beyond the date of Expiration (the "**Post Term Subscription Period**"), however the Parties obligations set forth herein will only apply up to the end of the Post Term Subscription Period. For purposes of clarity only, Reseller may not extend a Customer's Product license or subscription beyond the end of the Post Term Subscription Period without MinIO's prior written consent. Upon Expiration of this

Agreement, Reseller shall no longer be authorized to resell the Products and shall return all MinIO Confidential Information in its possession or control.

- **6.2.2.** Sections 3 (Reseller Obligations), 3.2 (Restrictions), 4.1 (MinIO Marks), 4.2 (Proprietary Rights), 4.3 (Feedback), 5 (Fees and Payment), 6.2 (Effect of Termination), 7 (Confidentiality), 8.3 (Disclaimer), 9 (MinIO Indemnification), 10 (Reseller Indemnification), 11 (Limitation of Liability), 12.1 (Export Control and Sanctions), and 13 (General) and any sections that by their nature should survive, shall survive Expiration of this Agreement.

7. CONFIDENTIALITY.

- **7.1. Definition.** Definition. “Confidential Information” means any information disclosed by one Party (“**Disclosing Party**”) to the other Party (“**Receiving Party**”) during the Agreement Term that: (i) is marked as “confidential,” “proprietary,” or in some other manner to indicate its confidential nature; (ii) is disclosed orally and described as confidential at the time of disclosure and subsequently set forth in writing, marked “confidential,” and sent to the Receiving Party within thirty (30) days following the oral disclosure; (iii) should reasonably be considered confidential given the nature of the information and circumstances of its disclosure; or (iv) whether or not marked “confidential” or “proprietary” all Products, and all associated Documentation, financial information, business plans, Reports, customer lists, potential customer lists, marketing plans, or technical information, whether or not written or verbal, of either party disclosed under this Agreement. In addition, any software provided by MinIO that is not made generally available to the public without an obligation of confidentiality and any information, technical data, product roadmaps, business information or other non-public information concerning MinIO’s products, services, customers or business to which Reseller has access in connection with the activities contemplated by this Agreement will be considered the Confidential Information of MinIO. However, Confidential Information does not include any information that: (i) is or becomes generally known and available to the public through no act or omission of the Receiving Party; (ii) was already in the Receiving Party’s possession at the time of disclosure by the Disclosing Party, as shown by the Receiving Party’s contemporaneous records; (iii) is lawfully obtained by the Receiving Party from a third party who has the express right to make such disclosure; or (iv) is independently developed by the Receiving Party without use of, or reference to, the Disclosing Party’s Confidential Information.

- **7.2. Use; Maintenance.** Neither Party shall use the Confidential Information of the other Party for any purpose except for the sole purpose to exercise its rights and perform its obligations under this Agreement. Neither Party shall disclose, or permit to be disclosed, either directly or indirectly, any Confidential Information of the other Party, except: (i) to its officers, employees, consultants and legal advisors who have a “need to know” such Confidential Information, who have been apprised of this restriction and who are themselves bound by written nondisclosure obligations at least as restrictive as those set forth in this Agreement; or (ii) subject to Section 7.3, where the Receiving Party becomes legally compelled to disclose Confidential Information. Each Party will take reasonable measures of care to protect the secrecy of, and avoid disclosure and unauthorized use of, the Confidential Information of the other Party, and will take at least those measures that it takes to protect its own confidential information of a like nature. The obligations of confidentiality and nondisclosure shall be in effect for the Agreement Term and for a period of three (3) years thereafter or for so long as such Confidential Information remains a Trade Secret (as defined in the California Civil Code Section 3426.1 and any successor statute thereto). This Agreement does not affect any nondisclosure agreement existing between the Parties as of the date of this Agreement.
- **7.3. Compelled Disclosure.** In the event Receiving Party is compelled to disclose the Confidential Information of Disclosing Party by a valid court order, subpoena or governmental authority having jurisdiction over the Receiving Party, (i) the Receiving Party shall, if permitted by applicable law, use commercially reasonable efforts to provide timely notice to Disclosing Party of any legally compelled disclosure to facilitate confidential treatment of Disclosing Party’s Confidential Information; (ii) shall furnish only that portion of Confidential Information that it is legally required to be disclosed after exercising reasonable efforts to obtain assurance that such information will receive confidential treatment; and (iii) shall assist Disclosing Party in opposing such requirement.
- **7.4. Return of Confidential Information.** Upon the Disclosing Party’s written request, or upon expiration or termination of this Agreement the Receiving Party shall return to the Disclosing Party all originals and all reproductions and copies of the Disclosing party’s Confidential Information in its control or possession, whether printed or otherwise, and delete all Confidential Information from its electronic, records and shall certify to the Disclosing Party that it has done so, in writing signed by an office of the Receiving Party. Notwithstanding the foregoing, the Receiving Party may retain a copy of those records necessary to establish right so payment, or which must be retained to satisfy reporting or legal obligations, provided that any such retained copy is kept confidential until destroyed.

8. WARRANTIES.

- **8.1. Mutual Warranties.** Each Party represents and warrants to the other Party that: (i) this Agreement has been duly executed and delivered and constitutes a valid and binding agreement enforceable against such Party in accordance with its terms; (ii) no authorization or approval from any third party is required in connection with such Party's execution, delivery, or performance of this Agreement; and (iii) the execution and delivery of this Agreement does not violate terms or conditions of any other agreement to which it is a party or by which it is otherwise bound.
- **8.2. Reseller Warranty.** Reseller represents and warrants that: (i) it is a business entity duly organized and in good standing as required under all jurisdictions where Reseller does business; (ii) it will resell the Products only to Customer for its internal business purposes and not for family, household, or consumer purposes; (iii) neither Reseller, nor to Reseller's knowledge, after a reasonable inquiry, none of its directors, officers, or employees who are performing any obligations herein have been convicted of any offense involving bribery, corruption, or fraud; (iv) it will perform its obligations herein in compliance with all applicable laws, rules and regulations; (v) Reseller will not make any representations regarding MinIO or the Products except as expressly permitted in the Agreement; and (vi) it has the technical skills, knowledge, qualified personnel, and sales facilities to perform its duties hereunder. Reseller agrees to perform its obligations hereunder in a professional and workmanlike manner. The foregoing representation and warranties shall remain in effect during the Term of the Agreement and Reseller shall immediately notify MinIO if any of the foregoing becomes untrue.
- **8.3. Disclaimer.** EXCEPT FOR THE EXPRESS REPRESENTATIONS AND WARRANTIES STATED IN THIS SECTION 8, THE PRODUCTS ARE PROVIDED "AS IS" AND "AS AVAILABLE" BASIS WITHOUT WARRANTY OF ANY KIND. MINIO MAKES NO ADDITIONAL REPRESENTATION OR WARRANTY OF ANY KIND WHETHER EXPRESS, IMPLIED (EITHER IN FACT OR BY OPERATION OF LAW), OR STATUTORY, AS TO ANY MATTER WHATSOEVER. MINIO EXPRESSLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUALITY, ACCURACY, TITLE, AND NON-INFRINGEMENT. MINIO DOES NOT WARRANT AGAINST INTERFERENCE WITH THE ENJOYMENT OF THE PRODUCTS. MINIO DOES NOT WARRANT THAT THE PRODUCTS, OR ANY PART THEREOF, (I) WILL BE ERROR-FREE, UNBREACHABLE OR VIRUS FREE; (II) WILL MEET RESELLER'S OR CUSTOMER'S QUALITY AND PERFORMANCE REQUIREMENTS; AND (III) WILL BE SECURE OR UNINTERRUPTED. MINIO IS NOT RESPONSIBLE FOR ANY ALTERATION,

COMPROMISE, CORRUPTION OR LOSS OF DATA OF RESELLERS OR CUSTOMERS. MINIO EXERCISES NO CONTROL OVER AND EXPRESSLY DISCLAIMS ANY LIABILITY ARISING OUT OF OR BASED UPON THE RESELLER'S OR CUSTOMER'S USE OF THE PRODUCTS OR ANY DECISIONS RESELLER OR CUSTOMER MAKES AS A RESULT OF USING THE PRODUCTS. RESELLER AND CUSTOMERS WILL NOT HAVE THE RIGHT TO MAKE OR PASS ON ANY REPRESENTATION OR WARRANTY ON BEHALF OF MINIO TO ANY THIRD PARTY.

9. MINIO INDEMNIFICATION.

- **9.1. MinIO Indemnification.** MinIO will indemnify Reseller from and against any claim brought by a third party alleging that the MinIO Products, as provided by MinIO, infringe or misappropriate such third party's valid United States, European Union, or United Kingdom patent, copyright, trademark, or trade secret (an "IP Claim"). MinIO shall defend such IP Claim and pay damages finally awarded against Reseller in connection therewith, provide that (i) Reseller gives MinIO prompt written notice of the IP Claim; (ii) Reseller grants MinIO with full and complete control over the defense and settlement of the IP Claim (provided any such settlement unconditionally releases Reseller of all liability); (iii) Reseller provides full cooperation and assistance in connection with the defense and settlement of the IP Claim as MinIO may reasonably request; and (iv) Reseller complies with any settlement or court order made in connection with the IP Claim (e.g., relating to the future use of any infringing materials).
- **9.2. MinIO Indemnification Exceptions.** MinIO will have no liability or obligation under this Section 9 for any alleged infringement or misappropriation or IP Claim to the extent that it caused in whole or part by (i) use of the Product not in accordance with the Documentation; (ii) combination, operation, or use of the Products with other software, technology, service, hardware, or products not provided by MinIO, where the Products would not have been infringing absent such combination, operation, or use; (iii) compliance with designs, requirements, or specifications required by or provided by Reseller; (iv) use of the Products for purposes not intended or outside the scope of the license granted to the Reseller; (v) Reseller's use the Products; (vi) any modification of the Products by anyone other than MinIO; or (vii) Customer's use the Products in any manner not otherwise authorized under the EULA or for a purpose or in a manner for which the Products were not designed.

- **9.3. Exclusive Remedy.** THIS SECTION 9 STATES MINIO'S SOLE AND EXCLUSIVE LIABILITY, AND RESELLER'S SOLE AND EXCLUSIVE REMEDY, FOR THE ACTUAL OR ALLEGED INFRINGEMENT OR MISAPPROPRIATION OF ANY THIRD-PARTY INTELLECTUAL PROPERTY RIGHTS (INCLUDING FOR ANY IP CLAIM) BY THE MINIO PRODUCTS.

10. RESELLER INDEMNIFICATION.

Reseller shall indemnify and defend MinIO and its affiliates and its employees, directors, and officers (collectively, "**MinIO Indemnified Parties**") from and against any and all actual or threatened third party claim, liabilities, losses, costs, and expenses, however stated, arising out of, relating to, or resulting from: (i) Reseller's provision of any warranty to an Customer greater than those provided by MinIO in the EULA; (ii) Reseller's performance or failure to perform under this Agreement including Reseller's performance of any services for Customer; (iii) any unauthorized statements or representations made by Reseller to Customer or third parties; and (iv) the negligence or willful misconduct of Reseller, its officers, directors, agents, and/or employees.

11. LIMITATION OF LIABILITY.

- **11.1. Indirect Damages.** EXCEPT FOR A PARTY'S GROSS NEGLIGENCE, FRAUD, OR INTENTIONAL MISCONDUCT, TO THE EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL EITHER PARTY BE LIABLE FOR ANY LOSS OF DATA, LOSS OF INCOME, LOSS OF OPPORTUNITY OR PROFITS, COST OF RECOVERY OR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL OR INDIRECT DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, AN ORDER, OR OTHERWISE IN CONNECTION WITH ANY SUBSCRIPTION TO THE PRODUCTS, HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY.

- **11.2. Direct Damages.** EXCLUDING (I) RESELLER'S PAYMENT OBLIGATIONS; (II) RESELLER'S INDEMNIFICATION OBLIGATIONS; AND/OR (III) A PARTY'S GROSS NEGLIGENCE, FRAUD, OR INTENTIONAL MISCONDUCT, TO THE EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL THE TOTAL AGGREGATE LIABILITY OF EACH PARTY EXCEED THE PAYMENTS MADE TO MINIO DURING THE TWELVE (12)

MONTHS IMMEDIATELY PRECEDING THE FIRST DATE ON WHICH THE CAUSE OF ACTION AROSE.

- **11.3.** THE LIMITATIONS OF LIABILITY IN THIS SECTION 11 WILL APPLY EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF ANY DAMAGE. THE PARTIES ACKNOWLEDGE THAT THE LIMITATIONS OF LIABILITY IN THIS SECTION 11 REFLECT THE APPROPRIATE ALLOCATION OF RISK BETWEEN THE PARTIES AND THAT THESE LIMITATIONS OF LIABILITY SHALL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE.

12. COMPLIANCE WITH LAWS

- **12.1. Export Controls and Sanctions**: Reseller acknowledges that Products and any related technology provided by MinIO are subject to United States and applicable international export control laws and regulations and trade sanctions. Reseller agrees to comply with all applicable export and reexport control laws and regulations and trade sanctions, including the Export Administration Regulations maintained by the U.S. Department of Commerce and trade and economic sanctions maintained by the Treasury Department's Office of Foreign Assets Control. Reseller agrees not to, directly or indirectly, sell, export, reexport, transfer, or divert any Product, software, technology, or service provided by MinIO (including any item incorporating, developed with, or based on any such item provided by MinIO) to any destination, entity, or person or for any end use prohibited by the laws or regulations of the United States or any other country in which Reseller performs under this Agreement, without obtaining prior authorization from the competent government authorities as required by those applicable laws and regulations. Additionally, Reseller warrants that it is not, and that it is not owned or controlled by, and will not provide Products or any related technology to any individual or entity who is: (i) incorporated or located in or a resident of a country or territory prohibited by the United States (currently including but not limited to, Belarus, Cuba, Iran, North Korea, Russia, Syria, or sanctioned regions of Ukraine currently the Crimea or so-called Donetsk People's Republic ("DNR") and the Luhansk People's Republic ("LNR")); or (ii) a restricted or prohibited party as specified in the regulations listed above including but not limited to being listed on the U.S. Department of Commerce's Denied Persons List or Entity List, or the U.S. Treasury Department's list of Specially Designated Nationals and Blocked Persons. This export control clause shall survive termination or cancellation of this Agreement.

- **12.2. Anti-Bribery Compliance.** Reseller and any party acting on its behalf, shall abide by all applicable anti-corruption laws while performing under this Agreement or cause MinIO to violate any applicable anti-bribery laws or international anti-bribery standards. Reseller shall defend, indemnify and hold MinIO harmless from and against any and all liabilities, expenses, claims, losses, or damages arising from or related to any breach of this Section or the termination of the Agreement for breach of this Section.
- **12.3. Compliance with Global Laws.** Each Party shall comply with all laws and regulations in each country applicable to the performance of its obligations under this Agreement.

13. GENERAL.

- **13.1. Assignment.** Reseller may not assign this Agreement without the prior written consent of MinIO. Any attempted assignment in violation of this Section shall be void and of no force and effect. No assignment or delegation will relieve Reseller of any of Reseller's obligations hereunder. Subject to the foregoing, this Agreement will be binding upon and inure to the benefit of the Parties and their respective permitted successors and assigns.
- **13.2. Independent Contractor.** It is expressly agreed that Reseller and MinIO are acting as independent contractors, and nothing in this Agreement or related to either Party's performance hereunder will be construed to create an employment or agency relationship between Reseller and MinIO. No agreement entered into between Reseller and Customer will be binding on MinIO unless agreed to in writing by any authorized officer of MinIO. Reseller has no authority to negotiate any contract, including the EULA, on MinIO's behalf or to change any terms or conditions in a EULA or any other contract between MinIO and Customer.
- **13.3. Force Majeure.** Except for the obligation to pay money, neither Party will be liable for any failure or delay it its performance under this Agreement due to any cause that is unforeseeable and beyond its reasonable control, including, without limitation, an act of war, government, terrorism, an earthquake, flood, weather, accident, embargo, riot, sabotage, or labor shortage or dispute, or the failure of the Internet, phone system, or any public utility. The delayed Party shall give the other Party notice of such cause and shall use commercially reasonable efforts to correct such failure or delay in performance.
- **13.4. Non-Exclusive Relationship.** MinIO reserves the unrestricted right to market, distribute, and sell the Products worldwide, including without limitation through original equipment manufacturers, value added resellers, managed service provider, and other third-party intermediaries and directly to end users.

- **13.5. Publicity.** Reseller agrees that MinIO may use Reseller's name and logo in solely identifying Reseller as a MinIO reseller on or within MinIO's reseller lists, MinIO's internal and public websites, and in MinIO's marketing materials. MinIO agrees to use Reseller's name and logo in substantially the same manner in which MinIO uses the names and/or logos of its other resellers. If requested by Reseller in writing, at any time, MinIO will promptly cease such usage.
- **13.6. Notices.** All notices under this Agreement will be in writing and will reference this Agreement. All notices shall be (i) sent to the mailing address or e-mail address listed in the signature block of this Agreement; (ii) delivered by hand, via US Mail (postage prepaid, certified, or registered), or via document delivery service, and (iii) deemed given upon delivery, as evidenced by written receipt or by the records of the delivery agent. If notice is issued under Section 6 (Term; Termination), to the extent one Party is claiming a breach or default by the other Party, the notice must specify the nature of the breach or default. Addresses for notice may be changed by a Party providing proper notice thereof to the other Party per the terms of this Section. All notices relating to this Agreement shall also be sent to MinIO at: legal@minio.io.
- **13.7. Waiver.** No Agreement Term shall be considered waived and no breach excused by either Party unless made in writing. No consent, waiver, or excuse by either Party, express or implied, of any provision of this Agreement shall constitute a consent, waiver or excuse of any other breach of that or any other provision of this Agreement. No delay or omission in exercising any right or remedy shall operate as a waiver of such right for remedy or any other right or remedy. Any waiver by any Party of a condition, or of the breach of any provision, term, covenant, representation or warranty contained in this Agreement, in any one or more instances, shall not be deemed to be nor construed as furthering or continuing waiver of any such condition, or of the breach of any other provision, term, covenant, representation or warranty of this Agreement.
- **13.8. Severability.** If any provision of this Agreement is held illegal or unenforceable by any court of competent jurisdiction, such provision shall be deemed severed from the remaining provisions of this Agreement and shall not affect or impair the validity or enforceability of the remaining provisions of this Agreement. The Parties hereto agree to replace any such illegal or unenforceable provision with a new provision that has the most nearly similar permissible economic or other effect.
- **13.9. Controlling Law, Jurisdiction, and Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of California and the United States of America, without reference to conflict of laws principles. In any dispute arising out of this

Agreement, Reseller and MinIO each consent to the exclusive personal jurisdiction and venue in the state and federal courts within Santa Clara County, California, United States. The Parties hereto exclude the provisions of the United Nations Convention on Contracts for the International Sale of Goods from this Agreement and any transaction that may be implemented in connection with this Agreement. In any action between the Parties to enforce any of the terms of this Agreement, the prevailing Party shall be entitled to recover reasonable expenses, including reasonable attorneys' fees.

- **13.10. Construction.** Singular terms will be construed as plural, and vice versa. Section headings are for convenience only and will not be considered part of this Agreement.
- **13.11. Entire Agreement; Amendment.** This Agreement, including any attached exhibit(s), constitutes the entire agreement relating to the subject matter contained herein and supersedes all prior or contemporaneous agreements, communications, writings, proposals, negotiations, representations, whether written or oral, between the Parties. Except as set forth herein, neither this Agreement nor any Order may be modified, waived, or amended except in a written amendment signed by both Parties. No terms of any purchase order, acknowledgement, or other form provided by Reseller will modify this Agreement, regardless of any failure of MinIO to object to such terms. For clarity, any terms, conditions or other provisions set forth on any Customer or Reseller purchase order, procurement portal, request for proposal (or other questionnaire), preprinted form, or other non-MinIO ordering document are hereby rejected by MinIO and shall be null and void.

Exhibit A

Reseller Order Form Requirements

Reseller may submit Orders to MinIO so long as they comply with the following requirements in this Exhibit A.

To submit an Order, email Resellers' MinIO business contact.

MinIO will send all information necessary to book the Order to Reseller via email at the Reseller's primary contact email.

Order Requirements

- **Customer Information**
    - Customer full legal name
    - Customer address
    - Customer primary contact information
    - Subscription Start Date
    - Subscription End Date
    - Total number of Units/Usage Limits
- **Reseller Information**
    - Reseller full legal name
    - Reseller address
    - Reseller primary contact information
    - Accounts Payable email
    - Description of Products being purchased