



MASTER RESELLER AGREEMENT

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This Master Reseller Agreement governs Imubit's appointment of Reseller as a non-exclusive (except as expressly set forth herein) reseller of the Platform, Products, and Services for resale to Customers under Customer Agreements within the Territory. The terms below automatically apply to each Order Form between the Parties unless an Order Form expressly supersedes a specific provision pursuant to Section 2.2.

1. DEFINITIONS

1.1 "Agreement" means this Master Reseller Agreement governing the appointment of Reseller, the pre-purchase of the Platform, Products, and Services, and the resale of the foregoing to Customers under Customer Agreements.

1.2 "Bundled Offering" means Reseller's commercial product or solution set that incorporates or is sold together with a Package, including any co-branded or, where expressly authorized in the applicable Order Form, white-labeled offering.

1.3 "Closed-Loop Mode" means a deployment configuration in which the Products autonomously execute control actions within predefined constraints without requiring human confirmation for each action.

1.4 "Customer" means any person or entity that has entered into a Customer Agreement with Reseller and is authorized to access the Platform solely to fulfill its own operational use, and not for resale or further distribution.

1.5 "Customer Agreement" means a written agreement by and between Reseller and a Customer governing such Customer's access to the Platform. Each Customer Agreement shall incorporate Imubit's then-current Customer Pass-Through Terms or substantially equivalent provisions provided by Imubit from time to time.

1.6 "Customer Data" means any and all data provided to Imubit by a Customer, by Reseller on behalf of a Customer, or otherwise processed by Imubit in connection with the provision of the Platform and/or Services under a Customer Agreement.

1.7 "Customer Order Notification" means the written notification submitted by Reseller to Imubit pursuant to Section 5.2 upon execution of a Customer Agreement.

1.8 "Deployment Mode" means either Open-Loop Mode or Closed-Loop Mode, as specified per site in the applicable Customer Agreement and Customer Order Notification.

1.9 "Documentation" [scope expanded] means any documents or materials that Imubit provides or makes available to Reseller or Customer in any form or medium that describe the functionality, features, or requirements of the Products and/or Services.

1.10 "Effective Date" means the date Reseller enters into this Agreement or the date the first Order Form is countersigned, whichever is earlier.

1.11 "Feedback" means any recommendations, suggestions, or improvements Reseller or any Customer may provide with respect to the Platform and/or Services.

1.12 "Force Majeure Event" means labor disputes, strikes, lockouts, riots, war, inability to obtain labor or materials, earthquake, fire or other action of the elements, accidents, Internet service provider failures or delays, governmental restrictions, appropriations or other causes beyond the reasonable control of such Party.



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1.13 "Imubit" means Imubit, Inc., a Delaware corporation.

1.14 "Imubit Materials" means the information technology infrastructure used by or on behalf of Imubit in provision of the Products and/or Services, including without limitation software tools, hardware designs, algorithms, software, architecture, class libraries, objects, Documentation, network designs, know-how, and any related Intellectual Property Rights.

1.15 "Intellectual Property Rights" means any and all intellectual property rights throughout the world, including, without limitation, any and all patents, copyrights, trademarks, trade secret rights, inventions, and any and all similar or equivalent rights throughout the world.

1.16 "Lead Registration Form" means the form, in the format specified by Imubit from time to time, by which Reseller submits a prospective Customer opportunity for Registration pursuant to Section 2.6.

1.17 "Malicious Code" means any malicious data, code, program, or other internal component (e.g., computer worm, computer time bomb or similar component), which could damage, destroy, alter or disrupt any computer program, firmware or hardware, or which could, in any manner, reveal, damage, destroy, alter or disrupt any data or other information accessed through or processed by the Platform or any of Imubit's computer systems in any manner.

1.18 "Minimum Annual Commitment" means the minimum financial commitment Reseller commits to pay Imubit each Agreement Year, as specified in each Order Form. The Minimum Annual Commitment may be expressed as a Unit-based commitment, an Annual Revenue Commitment, an Annual Prepaid Commitment, or such other commitment structure as the Parties may agree in the applicable Order Form.

1.19 "Notice Address" means the notice address for a Party, which for Reseller is the address listed in the applicable Order Form and for Imubit is: Imubit, Inc., 2 Riverway Drive, Suite 1730, Houston, Texas, 77056, United States.

1.20 "Open-Loop Mode" means a deployment configuration in which the Products surface AI-generated recommendations to operators, who then decide whether and how to implement those recommendations (human-in-the-loop).

1.21 "Order Form" means the written ordering document executed by the Parties for the appointment of Reseller and the provision by Imubit of the Platform, Products, and/or Services for resale by Reseller to Customers, specifying the Packages, Territory, Minimum Annual Commitment, applicable Reseller Transfer Prices, and other commercial terms.

1.22 "Package" means the bundle of Products and Services purchased under an Order Form, as further detailed therein.

1.23 "Parties" means collectively, Imubit and Reseller.

1.24 "Party" means each of Imubit and Reseller.

1.25 "Platform" means Imubit's software stack, whether cloud-hosted and accessed via the internet by, or deployed on premises at the site of, the Customer. The Platform consists of Products as further detailed in the applicable Order Form.

1.26 "Products" means the components of the Platform to which Customer will have access, based on the purchased Package, as further detailed in the applicable Order Form.

1.27 "Recurring Subscription" means the annual subscription fee payable by Reseller to Imubit for each deployed Unit of the Products, commencing upon the earlier of (i) the execution of the applicable Customer Agreement, or (ii) site deployment.

1.28 "Registration" means Imubit's written approval of a prospective Customer opportunity submitted by Reseller pursuant to Section 2.6.



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1.29 "Representatives" means the officers, directors, employees, consultants, contractors, agents, attorneys, accountants, financial advisors, and other representatives of a Party.

1.30 "Reseller" means the Party identified as such in the applicable Order Form, appointed by Imubit pursuant to Section 2.3 to act as a non-exclusive (except as expressly set forth herein) reseller of the Platform, Products, and/or Services within the Territory.

1.31 "Reseller Transfer Price" means the per-Unit price payable by Reseller to Imubit for each Product and/or Service, as set forth in the applicable Order Form.

1.32 "Services" means Imubit professional services, implementation services, and/or value sustainment services, which may be included in a Package and/or purchased as add-ons, as further detailed in the applicable Order Form.

1.33 "Subcontractor" means a subcontractor or affiliate of Imubit engaged to provide any Services in accordance with Section 2.10.

1.34 "Territory" means the geographic region and/or vertical market sector in which Reseller is authorized to market and resell the Packages, as specified in each Order Form.

1.35 "Third Party Content" means content, data, or other information, including without limitation software products and services, that are provided by a third party and integrated with the Platform by, or at the request of, a Customer.

1.36 "Trademarks" means Imubit's trademarks, trade names, and service marks made available to Reseller from time to time for use in the marketing, distribution, and support of the Platform and/or Services within the Territory.

1.37 "Unit" means a single deployed instance of the Platform at one (1) Customer site (e.g., one (1) plant or facility). One (1) Order Form Unit equals one (1) site deployment, regardless of the number of process units or applications within such site.

2. SCOPE OF AGREEMENT

2.1 Application and Structure. This Agreement sets forth the only terms under which Imubit appoints Reseller to market, pre-purchase, and resell the Platform, Products, and/or Services for the benefit of Customers within the Territory. When Reseller wishes to pre-purchase a Product or order Services for resale to a Customer, Reseller and Imubit will execute an applicable Order Form.

2.2 Conflicts; Order of Precedence. Except for Order Forms that clearly state that they are governed by another written agreement between the Parties, the terms and conditions of this Agreement apply to all Order Forms, even if they do not specifically reference this Agreement. In the event of a conflict between this Agreement and any Order Form, the order of precedence will be as follows: (a) this Agreement, and (b) the Order Form. Notwithstanding the foregoing, the terms of an Order Form may prevail for purposes of that Order Form if (i) the Order Form expressly identifies and supersedes or modifies a provision in this Agreement, and (ii) the Order Form is signed by an authorized signatory of each Party.

2.3 Reseller Appointment. Imubit hereby appoints Reseller, and Reseller accepts the appointment, to act as a non-exclusive (except as expressly set forth in Section 11) reseller of the Platform, Products, and Services during the Term, solely in accordance with the terms and conditions of this Agreement and the applicable Order Form(s), and solely within the Territory.

2.4 Product Reseller License. Imubit hereby grants to Reseller a non-exclusive (except as expressly set forth in Section 11), limited, non-transferable, revocable right during the Term to



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market, pre-purchase, and resell the Platform, Products, and/or Services, and to include the Documentation as a component thereof, to Customers within the Territory. Reseller may not appoint sub-resellers or sub-distributors without the prior written consent of Imubit in each instance.

2.5 Bundling License. In connection with the license granted in Section 2.4, Reseller is authorized to bundle the Packages with Reseller's own products and services to create the Bundled Offering, provided that: (a) Reseller clearly discloses to each Customer that the Bundled Offering incorporates Imubit Products and/or Services, except where white-labeling is expressly authorized in the applicable Order Form; (b) the Bundled Offering is marketed and delivered in a manner consistent with Imubit's brand and Trademarks use guidelines as provided or otherwise made available to Reseller from time to time; and (c) Reseller does not represent that Reseller independently developed the AI or process optimization capabilities provided by the Products. Co-branding is the default position under this Agreement.

2.6 Customer Lead Registration. Reseller shall not enter into formal sales negotiation with a prospective Customer (beyond preliminary and informal discussion to qualify the opportunity) unless that prospective Customer is approved in writing by Imubit via the following lead registration process:

- (a) For each new prospective Customer sales opportunity (each, an "**Opportunity**"), Reseller must identify to Imubit the potential Customer and lead contact via a Lead Registration Form;
- (b) Imubit will verify that it is not already engaged with the Opportunity directly (whether directly or through another reseller or channel partner);
- (c) If the Opportunity is not engaged with Imubit or another reseller, Imubit shall approve or reject the Lead Registration Form within five (5) business days. If approved, Imubit will create an opportunity in its customer relationship management platform and assign the Opportunity to Reseller (a "**Registration**");
- (d) Imubit and Reseller will discuss each Opportunity on a regular cadence; and
- (e) Any Registration will expire after one hundred eighty (180) days and require re-registration through the above process, provided the Opportunity remains active.

2.7 Deployment Mode Authorization. Reseller may offer the Products in Open-Loop Mode and, subject to additional certification requirements under Section 5.5, in Closed-Loop Mode. Each Customer Agreement shall specify the applicable Deployment Mode for each site. Reseller acknowledges that Closed-Loop Mode deployments carry heightened operational risk and shall ensure that appropriate safeguards, operator training, and change management processes are in place prior to enabling Closed-Loop Mode at any Customer site.

2.8 Demonstration Licenses. For the Term of this Agreement, Imubit grants to Reseller non-exclusive, non-transferable, revocable demonstration licenses solely for training Reseller's internal personnel on the Products and for demonstration purposes with prospective Customers (the "**Demo Licenses**"). Demo Licenses may not be used for any commercial or Customer project use.

2.9 Imubit Platform — On Premise Use at Customer Sites. With respect to each Order Form that authorizes on-premise deployment of the Platform at a Customer site, as of the effective date set forth in the applicable Order Form, Imubit hereby grants to Reseller, for the limited purpose of fulfilling Reseller's obligations to Customer under the applicable Customer Agreement, a limited, non-exclusive, non-sublicensable (except to the applicable Customer



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through a Customer Agreement that incorporates Imubit's Customer Pass-Through Terms), non-transferable right to install, use, and internally display the Platform for the applicable license term, for the purchased Products only. Updates and Upgrades, Maintenance and Support, Critical Safety Protocols, and Imubit's Representations and Warranties applicable to on-premise deployment shall flow through to the applicable Customer under each Customer Agreement on terms substantially equivalent to those set forth in Sections 2.3.2 through 2.3.5 of Imubit's standard Master Relationship Agreement, except as expressly modified in the applicable Order Form. Reseller is responsible for ensuring such pass-through terms are incorporated into each applicable Customer Agreement.

2.10 Imubit Platform — Cloud-Based Use at Customer Sites. With respect to each Order Form that authorizes cloud-based access to the Platform by a Customer, Imubit hereby grants to Reseller, for the limited purpose of fulfilling Reseller's obligations to Customer under the applicable Customer Agreement, a limited, non-exclusive, non-sublicensable (except to the applicable Customer through a Customer Agreement that incorporates Imubit's Customer Pass-Through Terms), non-transferable right to enable Customer's access and use of the Platform for the term set forth in the applicable Order Form. Reseller is responsible for ensuring that each Customer Agreement includes Customer's acknowledgment of (a) Customer Responsibilities relating to credentials, unauthorized access, and use of the Platform; (b) Imubit's rights regarding Operation, Security and Data Privacy, Updates and Upgrades, and Maintenance and Support; in each case on terms substantially equivalent to those set forth in Sections 2.4.1 through 2.4.5 of Imubit's Customer Pass-Through Terms, except as expressly modified in the applicable Order Form.

2.11 Services. All Services delivered by Imubit will conform in all material respects to any specifications and descriptions set forth in the applicable Order Form and with the Documentation. Imubit will be entitled to use Subcontractors to provide any Services, provided that Imubit will remain fully responsible for the performance of each Subcontractor and its employees and for their compliance with all of the relevant and applicable terms and conditions of this Agreement. Imubit will require each Subcontractor to be bound by confidentiality restrictions no less protective of Reseller's and Customer's Confidential Information (defined below) than those contained in this Agreement. Reseller may, after certification pursuant to Section 5.5, deliver Services to Customers independently. The Parties may modify the scope of Services in any Order Form, provided that any such changes must be reflected in a mutually executed amendment to the applicable Order Form.

3. TERM AND TERMINATION

3.1 Term. This Agreement commences on the Effective Date and continues for so long as there is at least one (1) active Order Form, unless earlier terminated as permitted hereunder (the "Term"). Each Order Form will have its own term length as set forth therein. Each Customer Agreement will have its own term length as set forth therein, which may extend beyond the Term of the applicable Order Form.

3.2 Termination. Either Party may, at its option and upon written notice to the other Party, terminate this Agreement or any Order Form if the other Party is in material breach of this Agreement or the applicable Order Form and such breach is not remedied within thirty (30) days after receipt of written notice of such breach. Upon termination of an Order Form or this Agreement, Reseller shall, with respect to each Customer Agreement then in effect: (a) continue to perform under the applicable Customer Agreement for the remainder of its then-current



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non-cancellable term, subject to continued payment to Imubit of the applicable Reseller Transfer Prices; (b) cease all new marketing, distribution, and resale of the Platform, Products, and Services within the Territory; (c) immediately cease all display, advertising, and use of the Trademarks; and (d) promptly pay Imubit all undisputed fees due hereunder. Imubit shall return to Reseller all Reseller Confidential Information in industry-standard formats and, upon request, provide written certification of deletion. Customer Data is governed by the applicable Customer Agreement and the Customer Pass-Through Terms.

3.3 Survival of Terms. Sections 6, 9, 10, 11, and 12, any accrued payment obligations, and any other provisions that are, by their nature, reasonably intended to survive expiration or termination of this Agreement will so survive.

4. PAYMENT

4.1 Payment by Reseller; Taxes. Imubit shall invoice Reseller for the Packages, Recurring Subscriptions, and any add-on Services as described in the applicable Order Form. All amounts payable under an Order Form are due within thirty (30) days of the invoice date. Unless otherwise agreed in an Order Form, all prices listed in the applicable Order Form are in United States Dollars. Reseller is solely responsible for invoicing and collecting payment from Customers based on Reseller's own pricing schedule. Reseller's payment obligations to Imubit under each Order Form are not conditioned on Reseller's receipt of payment from any Customer. All amounts payable under any Order Form are: (a) exclusive of any sales, use, excise, value added, goods and services, and gross receipts taxes, and any and all similar taxes or legally imposed fees, duties or contributions, except for franchise taxes, if any, or taxes based upon the net income of Imubit; and (b) reflect the net cash payable to Imubit, net of any and all such taxes. All such taxes and the obligation to pay same to the appropriate taxing authorities in a timely manner are the sole responsibility of Reseller. Reseller is also solely responsible for the collection and remittance of all taxes associated with its transactions with Customers.

4.2 Overdue Payments. Any undisputed amounts due hereunder that are not received by Imubit when due will accrue interest at the rate of the lesser of one-and-one-half percent (1.5%) of the outstanding balance per month or the maximum rate permitted by law, from the date such payment was due until the date payment is received by Imubit. Additionally, if any undisputed payments are not received by Imubit by the due date, then in addition to any other remedies available to Imubit under this Agreement or at law, Imubit may suspend any further provision of Services and/or the Platform to Reseller until all past due payments are received. Imubit may not suspend any Customer's access to the Platform under an in-effect Customer Agreement solely as a result of Reseller's payment default, provided that the applicable Customer remains in compliance with the Customer Pass-Through Terms; in such case, Imubit's sole remedy against Reseller is to seek payment from Reseller and to exercise its other rights under this Agreement, including termination.

4.3 Fee Adjustments. All Reseller Transfer Prices and Recurring Subscription fees set forth in any Order Form are subject to an automatic increase on an annual basis of five percent (5%) above the fees in the immediately preceding annual contract period, provided that this Section 4.3 is expressly subject to supersedure by the applicable Order Form pursuant to Section 2.2.

5. SALES, MARKETING, AND CERTIFICATION



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5.1 Promotional Efforts. Reseller shall use commercially reasonable efforts to promote the marketing and distribution of the Platform, Products, and Services to Customers within the Territory. Imubit will make available its standard marketing materials. Reseller may modify these materials at its own expense with prior written approval from Imubit. Reseller shall not post any Product, Service, or Package prices in any advertisement or on any website without Imubit's prior written consent. In its promotion of the Platform, Products, and Services, Reseller: (a) shall not recommend or offer the Products for any application not authorized by Imubit or not suitable for the Products; (b) shall obtain, at its own expense, any approvals required by applicable law for Reseller to sell the Products; (c) shall not make false or misleading representations regarding Imubit, the Platform, the Products, or the Services; and (d) shall not make any representations or warranties to Customers inconsistent with those offered by Imubit. Imubit may use the name, brand, and products of Reseller in its advertising materials at its own expense, provided that Imubit obtains prior written approval from Reseller for each specific use.

5.2 Sales to Customers; Customer Order Notification. Following Registration of an Opportunity pursuant to Section 2.6, Reseller may negotiate a Customer Agreement with the prospective Customer. Reseller shall not execute a Customer Agreement until (i) Reseller has submitted a Customer Order Notification to Imubit for the applicable Customer in the form provided by Imubit from time to time, and (ii) Imubit has confirmed receipt of such Customer Order Notification in writing within five (5) business days. Each Customer Agreement shall incorporate Imubit's then-current Customer Pass-Through Terms or substantially equivalent provisions.

5.3 Acceptance and Implementation. Imubit shall notify Reseller of acceptance or rejection of any Order Form within five (5) business days of receipt. Following acceptance of an Order Form and a Registration and Customer Order Notification, upon execution of the applicable Customer Agreement, Imubit will configure and prepare the Platform, Products, and Services for the applicable Customer. Reseller will perform the primary consulting role directly with the Customer on implementation.

5.4 End User Support. Imubit shall provide L3 escalated support for the Platform, Products, and/or Services to certified Reseller personnel, as described in Exhibit A. Reseller is responsible for all L1 and L2 support to its Customers and end users, as further set forth in an Order Form. Reseller may engage qualified third-party service partners for L1/L2 support and implementation, subject to Imubit certification of those partners pursuant to Section 5.5, with Imubit retaining the right to suspend a service partner's certification for cause (defined as material quality deficiency, breach of confidentiality obligations, or material adverse impact on a Customer) with thirty (30) days' notice and opportunity to cure.

5.5 Certification Process.

(a) Certification Requirements. Imubit will establish and communicate explicit criteria for certification, including knowledge assessments, practical demonstrations, and completion of designated training activities. Reseller personnel must successfully complete certification to independently perform deployments, provide ongoing support, and deliver Services to Customers. Reseller is expected to use the same processes, tools, and key performance indicators as Imubit uses for delivery and quality assurance, unless otherwise agreed in writing.

(b) Certification Maintenance and Renewal. Certification status must be actively maintained by Reseller through periodic renewal, re-assessment, or refresher training provided by Imubit, no more than once annually. Imubit will provide thirty (30) days'



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advance notice of upcoming renewal obligations and shall provide necessary support and training to enable Reseller to obtain and maintain certification.

(c) Consequences of Non-Certification. Should Reseller personnel fail to achieve or maintain certification, and should Reseller not achieve certification within an additional thirty (30) days, Reseller shall immediately notify Imubit and cease independently providing the associated Products and Services until certification is reinstated. During periods of non-certification, Imubit may assume primary responsibility for implementation and support if requested by Reseller.

(d) Certification Costs. Training and certification costs incurred by Imubit are included in Imubit's standard professional services fees and, once minimum commitment thresholds are met, are covered by the Minimum Annual Commitment fees. Travel expenses and related costs for Reseller personnel attending training shall be the responsibility of Reseller unless otherwise mutually agreed.

5.6 On-Site Requirements. While on a Customer's premises in connection with the Platform, Products, and/or Services, each Party's personnel (and any Subcontractor or service partner personnel acting on its behalf) will abide by any written environmental, health, and safety, and/or security guidelines provided to the respective Party by the applicable Customer or by Reseller.

5.7 Joint Onboarding Plan. Within ninety (90) days of the Effective Date or the effective date of the first Order Form, whichever is earlier, Imubit and Reseller shall jointly develop and implement a comprehensive training program, including establishment of a formal certification process and joint marketing materials. Both Parties shall use commercially reasonable efforts to complete training, certification establishment, and joint account planning activities within this initial ninety (90) day period.

5.8 Privacy and Consent. Reseller will at all times comply with all applicable data protection laws in performing its obligations hereunder, including without limitation in its promotion of the Platform, Products, and Services and in its execution and performance of Customer Agreements.

6. INTELLECTUAL PROPERTY

6.1 License to Use Customer Data. To the extent a Customer delivers or otherwise provides Imubit access to Customer Data (whether directly or through Reseller), Customer grants to Imubit (via the Customer Pass-Through Terms incorporated into each Customer Agreement) a non-exclusive, non-transferable, non-assignable, royalty-free license to use such Customer Data for the sole purpose of fulfilling Imubit's obligations under this Agreement and the applicable Customer Agreement, and for the further purpose of using such Customer Data in an aggregate and de-identified format for product improvements and/or testing. Upon termination or expiration of the applicable Customer Agreement, Imubit will cease using such Customer Data, except in aggregate and de-identified form. All Customer Data remains the sole and exclusive property of the applicable Customer. Reseller is responsible for ensuring each Customer Agreement contains data terms substantially equivalent to this Section 6.1.

6.2 Intellectual Property Rights in the Platform. Except as expressly provided in an applicable Order Form, as between Reseller (and any Customer) on the one hand and Imubit on the other, subject to any licenses or use rights granted to Reseller or Customer under this Agreement, any Order Form, or any Customer Agreement, all Intellectual Property Rights in the Platform, Imubit Materials, and Trademarks, including any Updates and Upgrades made thereto



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and any derivative works made thereof, are and will remain solely and exclusively the property of Imubit. Reseller retains all Intellectual Property Rights in its own products, algorithms, and materials that are independently developed without reference to Imubit's Confidential Information.

6.3 Trademark License. During the Term, Imubit grants to Reseller a limited, non-exclusive, revocable, non-transferable license to use and display the Trademarks solely in connection with the marketing, distribution, and support of the Platform, Products, and Services within the Territory, consistent with Imubit's then-current advertising policies and quality controls. Reseller shall not register any Trademark with any government agency in any jurisdiction. All use of the Trademarks shall inure to the benefit of Imubit.

6.4 Restrictions. Reseller shall not (and shall not permit Customers or others to): (a) create derivative works based on the Platform; (b) copy, frame, or mirror any part or content of the Platform, other than copying or framing on its own intranets or otherwise for its own internal business purposes or to support deployment to Customers as expressly permitted hereunder; (c) modify, disassemble, reverse engineer, decompile, or attempt to discover the source code or object code of the Platform; (d) sublicense, sell, re-sell, rent, lease, transfer, distribute, or time-share the Platform, or make it available for access by, or for the benefit of, third parties, except as expressly permitted under Sections 2.4 (Product Reseller License) and 2.5 (Bundling License) and the applicable Order Form, and in any event only pursuant to a Customer Agreement that incorporates the Customer Pass-Through Terms; (e) use or access the Services or the Platform in order to build a competitive product or service to the Platform and/or the Services; (f) release to any third party the results of any evaluation of the Platform performed by or on behalf of Reseller or any Customer for benchmarking or competitive purposes, without the prior written approval of Imubit; or (g) use, include, store, or send Malicious Code through the Platform. Reseller shall not use any output of the Platform to reverse engineer or develop competing products or services. This Section 6.4 does not restrict Reseller's use of general operational learnings gained through the normal use of the Platform.

6.5 Feedback. Reseller (on its own behalf and, where authorized by the applicable Customer Agreement, on behalf of the applicable Customer) grants Imubit a perpetual, irrevocable, fully paid up, royalty-free license to use Feedback for any lawful purposes without attribution or compensation to Reseller or Customer. Imubit acknowledges that Feedback is provided on an "AS IS" basis. Any external use of Feedback by Imubit will not identify Reseller or any Customer or any individual, nor contain any of their Confidential Information.

6.6 Third Party Content. As between the Parties, Reseller (and the applicable Customer through the Customer Agreement) remains solely responsible for any Third Party Content integrated with, or otherwise incorporated into, the Platform by or at the request of Reseller or Customer. Third Party Content is owned by a third party, and use of Third Party Content is governed by the agreement with such provider. In no event will Imubit be responsible or liable for any Third Party Content.

7. REPRESENTATIONS AND WARRANTIES

7.1 Mutual. Each Party represents, warrants, and covenants to the other Party that: (a) it is duly organized and validly existing under the laws of the jurisdiction of its incorporation and has full corporate power and authority to enter into this Agreement and to carry out the provisions hereof, and the person entering into this Agreement on its behalf is authorized to do so; (b) it is



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not a party to any other agreement that conflicts with, or prohibits it from entering into, this Agreement; and (c) its performance of its obligations hereunder will at all times comply with all applicable laws and regulations, including without limitation the Foreign Corrupt Practices Act of 1977 and all applicable anti-corruption and anti-bribery laws.

7.2 By Imubit. Imubit further represents, warrants, and covenants to Reseller that: (a) Imubit will, at the time of delivery of the Platform, have all the rights and licenses in the Platform necessary to allow Reseller to market and resell, and Customer to use and/or receive, the Platform as contemplated hereunder and under the applicable Customer Agreement; (b) the Platform will materially conform to the Documentation and the functionality will not be materially degraded during the term of the applicable Order Form; and (c) the Services performed by Imubit under this Agreement will be performed in a professional and workmanlike manner.

7.3 By Reseller. Reseller represents, warrants, and covenants to Imubit that Reseller has made all relevant filings and registrations with governmental authorities necessary to enter into this Agreement .

7.4 DISCLAIMER. EXCEPT AS EXPRESSLY PROVIDED HEREIN, THE PLATFORM AND SERVICES ARE PROVIDED ON AN "AS IS" BASIS, WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND, WHETHER ORAL OR WRITTEN, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, THOSE OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE OR THAT THE PLATFORM AND SERVICES WILL BE TIMELY, UNINTERRUPTED, OR ERROR-FREE.

8. CONFIDENTIALITY

8.1 Definitions. "**Confidential Information**" means any and all information, knowledge, data, and all other content and materials belonging to either Party ("**Disclosing Party**") and disclosed, provided, or otherwise made available to the other Party ("**Receiving Party**") in connection with this Agreement, including without limitation, the following: (a) technical, business, financial, and marketing information, including without limitation, trade secrets, patents, patent applications, copyrights, know-how, processes, ideas, inventions, formulas, software, firmware, algorithms, technology, materials, names and expertise of employees and consultants, any other technical, business, financial, customer (including identity of Customers and Opportunities) and product development plans, supplier information, forecasts, strategies, and other confidential information, whether such information is marked as "confidential" and/or "proprietary", or where given the nature of the information and the circumstances of the disclosure the Receiving Party should reasonably understand such information to be confidential and/or proprietary; (b) with respect to Imubit, the Platform and all Imubit Materials; (c) with respect to Reseller, its plant/site-level Customer list provided pursuant to Section 11; and (d) all reports, analyses, compilations, studies, or other documents prepared by Receiving Party or its Representatives which contain or otherwise reflect any Disclosing Party Confidential Information. Except for personally identifiable information, Confidential Information does not include information that the Receiving Party can demonstrate: (i) is or becomes generally available to the public without breach of this Agreement by the Receiving Party; (ii) was rightfully in Receiving Party's possession prior to first receiving such information from the Disclosing Party; (iii) was developed by Receiving Party independently and without use of or reference to the Disclosing Party's Confidential Information; or (iv) the Receiving Party receives from a third party without restriction on disclosure and without breach of a nondisclosure obligation to the Disclosing Party.



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8.2 Restrictions on Use. Except to the extent necessary in order to perform its obligations under this Agreement and subject to the terms of this Agreement, Receiving Party agrees that it: (a) shall hold in strict confidence all Confidential Information belonging to Disclosing Party; (b) shall use the Confidential Information solely to perform its obligations and to exercise its rights under this Agreement; and (c) shall not transfer, display, convey or otherwise disclose or make available all or any part of such Confidential Information to any person or entity other than to its Representatives who need to know such Confidential Information and who are under confidentiality obligations at least as restrictive as the terms in this Agreement. The Receiving Party is solely responsible for the handling and treatment of the Confidential Information by its Representatives. The Receiving Party shall use the same degree of care to protect the Disclosing Party's Confidential Information as it uses to protect its own Confidential Information of like nature, but under no circumstances less than a reasonable degree of care.

8.3 Compelled Disclosure. Notwithstanding the foregoing, the Receiving Party may disclose Confidential Information in response to a valid court order, subpoena, law, rule, regulation, or other governmental action, provided that: (a) to the extent permitted by applicable law or regulation, the Receiving Party notifies the Disclosing Party in writing prior to disclosure of the information; and (b) the Receiving Party reasonably cooperates with the Disclosing Party, at the Disclosing Party's expense, in any attempt by the Disclosing Party to limit or prevent the disclosure of the Confidential Information. In the absence of a protective order or a waiver by the Disclosing Party of the Receiving Party's confidentiality obligations herein, the Receiving Party may disclose only that portion of the Confidential Information that it is advised by its counsel that it is legally required or compelled to disclose, and the Receiving Party shall use commercially reasonable efforts to ensure that confidential treatment will be accorded the Confidential Information so disclosed.

8.4 Return or Destruction. Upon expiration or earlier termination of this Agreement, or upon written request of the Disclosing Party, the Receiving Party shall: (a) at the Disclosing Party's election, either (i) promptly return all Confidential Information of the Disclosing Party in tangible form (including all copies thereof) in industry-standard formats, or (ii) securely destroy such Confidential Information in accordance with the Receiving Party's audited deletion procedures and provide written confirmation of such destruction upon Disclosing Party's request; and (b) cease all further use of the Disclosing Party's Confidential Information, regardless of form.

8.5 Ownership. As between the Parties, the Disclosing Party owns all right, title, and interest in and to the Disclosing Party's Confidential Information. The Receiving Party obtains no right, title, interest, or license in or to any of the Confidential Information of the Disclosing Party, except for the rights set forth in this Agreement.

9. INDEMNIFICATION

9.1 Indemnification by Imubit. Imubit shall defend Reseller against any claim, demand, suit, or proceeding (each, a "**Claim**") made or brought against Reseller by a third party (other than by a Customer arising out of Reseller's breach of the applicable Customer Agreement or Reseller's acts or omissions outside the scope of this Agreement) to the extent such Claim is based upon: (a) an allegation that the use of the Platform as permitted hereunder, infringes or misappropriates the Intellectual Property Rights of a third party; (b) bodily injury (including death) based upon the actions of Imubit or its employees or agents; or (c) Imubit's gross negligence or willful misconduct (each, a "**Claim Against Reseller**"), and shall indemnify Reseller for any damages, attorneys' fees, and costs finally awarded against Reseller as a result



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of, and for amounts paid by Reseller under a court-approved settlement of, a Claim Against Reseller; provided that Reseller (i) promptly gives Imubit written notice of the Claim Against Reseller; (ii) gives Imubit sole control of the defense and settlement of the Claim Against Reseller (provided that Imubit may not settle any Claim Against Reseller without Reseller's prior written consent unless the settlement releases Reseller of all liability); and (iii) provides to Imubit all reasonable assistance, at Imubit's expense. For the avoidance of doubt, any Claim brought against Customer is not subject to this Section 9.1, and instead will be subject to any indemnification obligations of Imubit described in Imubit's Customer Pass-Through Terms.

9.2 Indemnification by Reseller. Reseller shall defend Imubit against any Claim made or brought against Imubit by a third party (including by any Customer) to the extent such Claim is based upon: (a) Reseller's breach of this Agreement or any Customer Agreement, or Reseller's violation of applicable law; (b) any representation or warranty made by Reseller to a Customer that is inconsistent with, or in addition to, those expressly made by Imubit under this Agreement; (c) any allegation that Reseller's products, services, or Bundled Offering (other than the Platform, Products, and Services as provided by Imubit) infringe or misappropriate the Intellectual Property Rights of a third party or violate applicable law; or (d) Reseller's gross negligence or willful misconduct (a "**Claim Against Imubit**"), and shall indemnify Imubit for any damages, attorneys' fees, and costs finally awarded against Imubit as a result of, or for any amounts paid by Imubit under a court-approved settlement of, a Claim Against Imubit; provided that Imubit (a) promptly gives Reseller written notice of the Claim Against Imubit; (b) gives Reseller sole control of the defense and settlement of the Claim Against Imubit (provided that Reseller may not settle any Claim Against Imubit without Imubit's prior written consent unless the settlement releases Imubit of all liability); and (c) provides to Reseller all reasonable assistance, at Reseller's expense.

9.3 Infringement Remedies. In the event of a Claim Against Reseller pursuant to Section 9.1(a), or if Imubit reasonably believes the Platform (or any part thereof) may infringe or misappropriate the Intellectual Property Rights of a third party, Imubit may, in its discretion: (a) modify the Platform so that it no longer infringes or misappropriates but is functionally equivalent; (b) obtain a license for Reseller's and Customer's continued use of the Platform in accordance with this Agreement; or (c) if neither (a) nor (b) above is available using commercially reasonable efforts, terminate Reseller's right to market and resell, and Customer's right to use, such Platform upon thirty (30) days' prior written notice and either: (i) in the case of a term license, refund to Reseller any prepaid fees covering the remainder of the term of the license of the affected Platform after the effective date of termination; or (ii) in the case of a perpetual license (if applicable), refund a pro-rated portion of the applicable license fees to Reseller (using a four-year, straight-line depreciation method). THIS SECTION 9 STATES RESELLER'S SOLE AND EXCLUSIVE REMEDIES WITH RESPECT TO A CLAIM AGAINST RESELLER PURSUANT TO SECTION 9.1(A).

10. LIMITATION OF LIABILITY

10.1 TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, AND EXCEPT WITH RESPECT TO A PARTY'S BREACH OF ITS CONFIDENTIALITY OBLIGATIONS OR FOR ITS INDEMNIFICATION OBLIGATIONS HEREUNDER: (A) IN NO EVENT WILL EITHER PARTY BE LIABLE FOR ANY INCIDENTAL, INDIRECT, SPECIAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES, WHETHER BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR OTHERWISE, INCLUDING WITHOUT LIMITATION



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THOSE REGARDING BUSINESS INTERRUPTION, COST OF PROCUREMENT OF SUBSTITUTE GOODS, LOST PROFITS OR THE LIKE, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, LOSSES, COSTS OR EXPENSES, AND EVEN WHERE ALL AVAILABLE REMEDIES HAVE FAILED OF THEIR ESSENTIAL PURPOSE; AND (B) THE CUMULATIVE, AGGREGATE LIABILITY OF EITHER PARTY FOR ALL CLAIMS RELATED TO THIS AGREEMENT WILL NOT IN ANY EVENT EXCEED THE FEES PAID OR PAYABLE BY RESELLER TO IMUBIT UNDER THE APPLICABLE ORDER FORM GIVING RISE TO THE LIABILITY DURING THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE LIABILITY. IN NO EVENT WILL THE FOREGOING IN ANY WAY LIMIT RESELLER'S PAYMENT OBLIGATIONS UNDER THIS AGREEMENT.

11. EXCLUSIVITY

11.1 Exclusive Rights. Subject to the provisions of this Section 11, during the Term of this Agreement, Reseller shall have the exclusive right to sell the Platform, Products, and Services to Customers that are registered and accepted by Imubit pursuant to Section 2.6, for the duration of the applicable Registration period. Upon execution of this Agreement and on the first day of each quarter during the Term, Reseller shall provide Imubit with an updated plant/site-level list of all existing Customers. Imubit shall not disclose such list to any third party. Broader exclusivity (whether territorial, vertical, or otherwise) may be granted only by express written agreement in an Order Form.

11.2 Exclusivity Conditions and Thresholds. Where an Order Form grants exclusivity beyond per-Customer Registration, Reseller's exclusivity rights for each Agreement Year are contingent on Reseller: (a) remitting payment pursuant to the applicable Order Form in the Minimum Annual Commitment amount; and (b) meeting any deployment milestones defined in writing by the Parties in the Order Form. Until such time as Reseller has met the foregoing requirements for the applicable Agreement Year, no exclusivity beyond per-Customer Registration shall apply.

11.3 Exclusivity Carve-Outs. Notwithstanding the foregoing, no exclusivity shall apply: (i) to Customers where Imubit's Products are already installed as of the Effective Date or where Imubit is already in discussions with such Customer; (ii) where a Customer independently initiates discussions with Imubit; (iii) for any Products outside the authorized use cases or Territory defined in this Agreement or the applicable Order Form; or (iv) for any Customer not registered per Section 2.6.

11.4 Reseller Obligations During Exclusivity. For any Customer for which Reseller holds exclusivity rights, Reseller shall collaborate solely with Imubit (and no other provider) for the AI optimization capabilities specified in an Order Form between Reseller and Imubit.

11.5 Independent R&D. To the extent that Reseller independently develops its own algorithms as part of ongoing research programs during the Term, Reseller reserves the right to commercialize such algorithms, subject to the confidentiality and use restrictions set forth in this Agreement. For the avoidance of doubt, the foregoing shall not apply to any algorithms based, in whole or in part, on Imubit Confidential Information.

11.6 Anti-Circumvention. Active Customer opportunities registered to Reseller per Section 2.6, Customer Agreements in effect, and pending offers (defined as written quotes issued to a prospective Customer within the prior ninety (90) days) shall survive any termination, expiration,



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or non-renewal of this Agreement or the applicable Order Form for the duration of their respective non-cancellable terms or quote validity periods. Reseller shall remain entitled to close, deliver, and earn its margin on such active opportunities, Customer Agreements, and pending offers in accordance with the terms of this Agreement and the applicable Order Form, and Imubit shall not solicit, contract directly with, or appoint another reseller for any such active opportunities, Customer Agreements, or pending offers during their respective survival periods.

12. MISCELLANEOUS

12.1 Non-solicitation. Each Party agrees that, during the Term and for a period of twelve (12) months thereafter, it shall not, directly or indirectly, solicit, recruit, or attempt to hire any employee of the other Party that has in any way been associated with the performance of this Agreement; provided, however, that nothing in this Section prevents either Party from engaging in general recruiting techniques directed to the public at large that do not target the personnel of the other Party and from employing an individual who responds in good faith and independently to such general solicitation.

12.2 Non-Disparagement. Each Party agrees that it will not disparage the other Party, or any other reseller in the Territory, or any of their respective officers, directors, or employees.

12.3 Export Controls. Reseller shall comply with all applicable United States federal, state, and local laws and all foreign laws and regulations in performing its duties hereunder. Without limiting the foregoing, Reseller shall comply with all applicable provisions of the Export Administration Regulations, 15 C.F.R. Parts 730–774.

12.4 Records. Reseller shall maintain, for a period of at least five (5) years from creation, all records, contracts, and accounts relating to the distribution of the Platform, Products, and/or Services and shall make such records available for inspection by Imubit or its designated third-party auditor from time to time upon reasonable notice, solely for the purpose of verifying Reseller's compliance with its license, payment, and reporting obligations under this Agreement.

12.5 Notice. Legal notices must be made in writing and properly addressed to the Party to receive such notice at its Notice Address. Written notice will be deemed effective: (a) when sent by electronic mail, if sent and confirmed during the normal business hours of the recipient, or if not so confirmed during normal business hours, on the next business day; (b) on the next business day after delivery to a nationally-recognized overnight courier service; or (c) on the third business day after deposit with the U.S. Mail, postage prepaid, registered mail or certified mail, return receipt requested. A Party may change its Notice Address by giving notice to the other Party in the manner provided herein.

12.6 Required Insurance. During the Term, each Party will maintain, at its own expense, in addition to all insurance required by applicable law, policies of insurance in such amounts and on such terms and conditions as it reasonably determines are necessary with respect to its business, provided that the amounts and other terms and conditions of such policies must be at least equivalent to policies appropriate for and typically maintained by other companies of comparable size engaged in similar business activities.

12.7 Governing Law; Venue; Waiver of Jury Trial. This Agreement and any disputes arising out of or relating hereto shall be governed and enforced in accordance with the laws of the State of Texas, United States, without regard to any of its conflicts of laws principles. The Parties consent to the exclusive personal jurisdiction and venue of the state or federal courts located in Harris County, Texas, United States, and each Party hereby waives any right to jury trial in



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connection with any dispute or cause of action arising out of or related to this Agreement. The Parties agree that the United Nations Convention on the International Sale of Goods shall not apply to this Agreement. The Parties acknowledge that, pursuant to Section 2.2, an Order Form may expressly supersede this Section 12.7 (including to provide for foreign-law governing law, arbitration, or alternative venue) for purposes of that Order Form.

12.8 Attorneys' Fees. In addition to any damages available to a Party, the substantially prevailing Party in any action or proceeding with respect to this Agreement is entitled to recover from the other Party its reasonable costs and attorneys' fees.

12.9 Remedies. Except as may be otherwise provided in this Agreement, the rights or remedies of the Parties hereunder are not exclusive, and each Party is entitled to seek all available remedies whether at law or in equity.

12.10 Publicity. Each Party may identify the other Party as an Imubit reseller / partner (and vice versa) and use the other Party's name and/or logo in sales and marketing materials, customer lists, and on its website. All such use will comply with any trademark and logo usage guidelines provided by the named Party in writing. Joint press releases referencing the relationship shall be subject, in all instances, to each Party's prior written approval, which shall not be unreasonably withheld.

12.11 Independent Contractors. The Parties are independent contractors and neither Party: (a) is an agent, servant, representative, partner, joint venturer or employee of the other Party; nor (b) has any authority to assume or create any obligation or liability of any kind on behalf of the other Party.

12.12 Assignment; Successors and Assigns. Neither Party may assign any of its rights or delegate its obligations under this Agreement without the prior written consent of the other Party, such consent not to be unreasonably withheld. Notwithstanding the foregoing, either Party may assign this Agreement to an Affiliate or in connection with a merger or sale involving all or substantially all of such Party's assets. Any attempted assignment in contravention of this Section will be null and void. This Agreement is binding upon and inures to the benefit of the Parties and their respective heirs, successors, and permitted assigns.

12.13 Force Majeure. A Party will be excused for its inability to perform its obligations hereunder as a result of a Force Majeure Event, provided it takes reasonable steps to prevent or limit the impact of the Force Majeure Event. For the avoidance of doubt, neither Reseller's nor any Customer's payment obligations are excused by a Force Majeure Event.

12.14 Additional Provisions. This Agreement, together with its exhibits and all Order Forms between the Parties (which are incorporated herein by this reference), constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes and replaces all prior and contemporaneous understandings and agreements, written or oral, regarding such subject matter. In entering into this Agreement, neither Party is relying upon any representations or statements of the other Party that are not fully expressed in this Agreement. The use of electronic or pre-printed forms by either Party, such as purchase orders or acknowledgments (but expressly excluding any Order Form), is for convenience only and all terms and conditions stated thereon, except as specifically set forth in this Agreement, are void and of no effect. No waiver of any term or condition is valid unless in writing and signed by the Party against whom waiver is sought and will be limited to the specific situation for which it is given. No amendment or modification to this Agreement or any Order Form will be valid unless set forth in a writing specifically referencing this Agreement and signed by both Parties. Whenever possible, each provision of this Agreement must be interpreted in such a manner as



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to be effective and valid under applicable law. If any provision of this Agreement is held by final judgment of a court of competent jurisdiction to be invalid, illegal or unenforceable, such invalid, illegal or unenforceable provision will be severed from the remainder of this Agreement, and the remainder of this Agreement will be enforced.

EXHIBIT A SERVICE LEVEL AGREEMENT

A.1 Definitions/Terms.

(a) **"Error"** means any failure of the Platform to operate in all material respects in accordance with the specifications provided by Imubit and, to the extent consistent with and not limiting of the specifications, including any problem, failure or error referred to in the Service Level table below.

(b) **"Service Levels"** means the error severity levels and corresponding required service level responses.

A.2 Imubit Service Level / Help Desk. Imubit will provide 24/7 support for Severity One incidents. Support is available via phone, email, and other agreed communication channels during all business hours for non-urgent matters (Severity Three). Severity One and Severity Two Errors are considered urgent matters and require support outside of business hours. The following Service Level table applies:

Error Classification	Initial Response Target	Corrections	Frequency of Update	Action
Severity One — Incident impacting safety or data security, or negative impact on operations as a result of DLPC operation	Within 4 hours of receipt of communication from Reseller or Customer (email, phone, or ticket)	Per Communication Matrix	Earlier of every 12 hours or whenever an update becomes available	Allocate necessary resources and provide solutions/fixes as soon as possible
Severity Two — Incident impacting the ability to engage the DLPC application	Within 8 hours of receipt of communication from Reseller or Customer (email, phone, or ticket)	Per Communication Matrix	Earlier of every 24 hours or whenever an update becomes available	Allocate necessary resources and provide solutions/fixes as soon as possible



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Severity Three — Functional/documentation question, defect in the user interface	Within 2 business days of receipt of communication from Reseller or Customer (email, phone, or ticket)	Per Communication Matrix	Earlier of every 4 business days or whenever an update becomes available	Provide answers/solutions as soon as possible
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EXHIBIT B CUSTOMER ORDER NOTIFICATION FORM

Reseller Name	[Legal entity name]
Order Form Reference #	[Order Form #]
Customer Name	[Legal entity name of Customer]
Site Name / Plant ID	[Name or ID of the specific facility/plant]
Site Address	[Physical address of the deployment site]
Deployment Mode	[Open-Loop / Closed-Loop / To be determined at deployment]
Estimated Go-Live Date	[MM/YYYY]
Product(s) to be Deployed	[List of Products]
Number of Units This Notification	[Number — 1 Unit = 1 site]
Customer Agreement Executed Date	[MM/DD/YYYY]
Reseller Contact	[Name, title, email, phone]
Notes / Special Requirements	[Any non-standard integration, network, or security requirements]

— End of Online Master Reseller Agreement —