

MC3 Reseller Contract Addendum

Electronic Software Distribution (ESD) Sales

version 1.0

This MC3 Reseller Contract Addendum on Electronic Software Distribution (ESD) sales provides additional requirements and guidelines for [Company], referred to as the “Reseller” from now on, that will purchase and distribute the ESD-enabled software products to End Users located in the authorized Territories thru MC3.

1. Definitions:

“**ESD Product**” means any Licensed Software listed on the MC3 ESD website that is designated for electronic software distribution and related materials, if any, packaged in computer readable form together for electronic distribution.

“**Code**” means the alphanumeric key code that unlocks the ESD Product.

“**Digital Locker**” means a secure, online environment from which the Reseller can obtain a Code to access to the Software for such ESD Product in order to provide it to the End User for the corresponding download and install.

“**Territory**” means the following: Anguilla, Antigua and Barbuda, Aruba, Barbados, Belize, Bermuda, Bonaire, British Virgin Islands, Cayman Islands, Curacao, Dominica, Grenada, Guyana, Haiti, Jamaica, Montserrat, Puerto Rico, Saba, Saint Kitts and Nevis, Saint Lucia, Saint Vincent and the Grenadines, Sint Eustatius, Sint Maarten, Suriname, The Bahamas, Trinidad and Tobago, Turks and Caicos Islands and U.S. Virgin Islands.

2. Product Ordering:

After the authorized signature of this document, the Reseller will be provided with a username and password to access a designated MC3 ESD Website. After successfully authenticating in that website, MC3 will facilitate the sale of ESD Products by providing Codes and download URLs (as applicable) to Reseller as part of a real-time transaction.

MC3 will provide the Reseller with a Digital Locker available for a period of not less than one (1) year following the expiration or termination of this agreement. The Digital Locker will allow Resellers access to view the purchased Codes, and as appropriate, access to a time expiring link to the Software download purchased as part of the purchase transaction.

Reseller's rights to sell and distribute the ESD Products are conditioned on such Reseller selling and/or distributing ESD Products in a manner compliant in all material respects with the requirements set forth in this Addendum and with any other requirements generally applicable to resellers of ESD Products, as published or made available from time to time by the ESD Product Manufacturer. Clear and conspicuous methods may include, without limitation, one or more of the following: online or other written policies applicable to Resellers, brochures, Reseller communications, and other reasonably accessible and clear online content. MC3 shall suspend or discontinue sales of ESD Product to a Reseller if MC3 becomes aware that such Reseller is in breach of any Reseller Agreement or that such Reseller is not complying in all material respects with the requirements referenced above in this paragraph.

3. Reseller Eligibility Requirements:

In order to be considered as a Reseller of ESD Products, a party must:

- Have quality customer service capabilities, including:
 - Customer support contact information prominently to the End User.
 - Transaction level customer service available for free via at least two methods including: phone, internet, email, or chat during regular business hours, Monday through Friday (except on federally recognized holidays).
- Have a quality credit rating and be in good business standing:
 - With local authorities and government.
 - With anti-piracy and anti-fraud organizations (e.g., no violations within 24 months).
- Be capable of reselling ESD products in accordance with all of the Reseller Terms and Conditions attached hereto.

Regardless of whether a Reseller meets the requirements above, MC3 reserves the right to change the eligibility requirements upon notice to the Reseller.

4. ESD Products and Codes:

- a. Reseller shall sell and distribute ESD Products and Codes for ESD Product only in the Territory and only to Customers. Notwithstanding some of the descriptions and references in these terms and conditions, the use of the terms "purchase" or "sale" also includes the authorized transfer of a software license in the ordinary course of ESD Product distribution. However, use of such terminology shall not be deemed to waive, impair or diminish any intellectual property rights of the ESD Product Manufacturer.

- b. Reseller acknowledges and agrees that MC3 nor the ESD Product Manufacturer (i) will have no liability to Reseller or any Customer arising from ESD Product or Code availability or any ESD Product or Code shortages; and (ii) may at any time limit order quantity or impose other limitations or conditions on ESD Products and Codes.
- c. Reseller shall not sell ESD Products or Codes provided by any source other than MC3 unless (i) the original source of product is a Manufacturer-approved distributor of the ESD Products and/or Codes.
- d. Reseller shall make a Digital Locker available to Customers, either Reseller's own Digital Locker or one provided by MC3, during the term hereof and for a period of not less than one (1) year following the expiration or termination of this agreement. The Digital Locker shall (i) allow Customers access to view the purchased Codes, and as appropriate, access to a time expiring link to the Software download purchased as part of the purchase transaction, (ii) facilitate the re-installation of the Software for the ESD Product purchased on the Customer's device, (iii) provide all Software Components available for that ESD Product (e.g. 32-bit and 64-bit), regardless of the version of the ESD Product actually purchased by the Customer, (iv) allow for variable branding to ensure look and feel is consistent with Reseller's brand; and (v) provide secure authorized and authenticated online access for the Customer.
- e. Reseller shall provide each Customer purchaser with (electronic) proof of purchase.
- f. Reseller shall coordinate with MC3 to ensure fulfillment of each Customer's purchase.
- g. Reseller shall redeliver to MC3 all ESD Products and Codes returned by Customers within five (5) days of such return. Prior to submitting any such returns to MC3, Reseller shall require the execution of an online, "click to agree" "Letter of Destruction" from the applicable Customer stating that Customer has uninstalled the ESD Product and/or Code (as the case may be). Reseller shall produce to MC3 or ESD Product Manufacturer upon request proof of an accepted Letter of Destruction for any Customer return.
- h. ESD Product Manufacturers may discontinue the availability of any ESD Product at any time and shall have no obligation to Reseller with respect to any ESD Products or Codes. Upon notice of discontinuance, Reseller shall immediately return all Codes to MC3, and MC3 shall be solely responsible for repurchase of Codes returned due to the discontinuance. In the event that Reseller has agreed with MC3 to provide a Digital Locker to Customers, Reseller may retain all information and data necessary to provide

such Digital Locker service in accordance with this agreement.

- i. ESD Product Manufacturers may require MC3 to recall ESD Products or Codes at any time. Reseller shall cooperate in all respects with any such recall.
- j. Reseller shall promptly report any damaged ESD Products or Codes to MC3 and shall not sell or resell any such damaged ESD Products or Codes to any third party.
- k. Reseller shall provide a secure purchase and check out for Customers. Reseller shall adhere to all CAN-SPAM rules, be PCI level 3 compliant (or its recognized equivalent) and comply with any ESD Product Manufacturer specific policies and standards provided to Reseller in respect of personally identifiable information collection, storage, and transmission. Reseller shall adhere to all ESD Product specific digital rights management requirements whether provided by MC3 or the ESD Product Manufacturer.
- l. Reseller shall comply with all Additional Terms and Conditions of each specific ESD Product as required by the ESD Product Manufacturer (i.e., Microsoft terms and conditions for Windows 10 ESD and Office client v.16).

5. Marketing:

- a. Reseller shall market and promote only those ESD Products and ESD Products it chooses to sell from the then current Price List available in the designated MC3 ESD Website.
- b. Reseller shall acquire all Digital Media Assets directly from the corresponding ESD Product Manufacturer's online Asset Library (or other successor site designated by the ESD Product Manufacturer), and shall at all times comply with the trademark and branding guidelines set forth by the ESD Product Manufacturer. Upon request from the ESD Product Manufacturer, Reseller shall provide any marketing materials created by Reseller in connection with the sale and distribution of ESD Products and Codes to ESD Product Manufacturer for review and approval.
- c. Reseller shall use the most up-to-date Marketing Materials and Trademarks. Following notification from MC3 or ESD Product Manufacturer that new Marketing Materials or Trademarks have been added or that existing Marketing Materials or Trademarks have been modified, Reseller shall have no more than five (5) days to add such new Marketing Materials and Trademarks to its website or, if applicable, to modify existing Marketing Materials and Trademarks before further use. Notwithstanding the foregoing, the ESD Product Manufacturer may require immediate removal or modification of

Marketing Materials and/or Trademarks in response to any third party claims or laws.

- d. Reseller shall not co-brand, link or bundle any ESD Product, Code, ESD Product, or ESD Product component with any Reseller or third-party product in any respect, including without limitation advertising and sales, without prior written approval and authorization from the ESD Product Manufacturer.
- e. Reseller shall provide prominent notice of and easy access to Reseller's return policy and privacy policy. Such policies shall be in compliance with all applicable laws, rules and regulations. Reseller's return policy shall list any requirements a Customer must fulfill to receive a refund, including if applicable proof of purchase requirements.
- f. Reseller shall have sole responsibility for providing all aspects of Customer support, customer service and billing for the purchase of ESD Products and Codes. Reseller understands and agrees that the ESD Product Manufacturer shall have no responsibility for support with regard the purchase and fulfillment process for ESD Products and Codes.

6. Restrictions:

Resellers shall not:

- a. (i) Disassemble, de-compile or otherwise reverse engineer the Software, Codes or other ESD Product components or delivery mechanisms or otherwise attempt to learn the source code, structure, algorithms or ideas underlying such items; (ii) take any action contrary to the End User License Agreement except as expressly and unambiguously allowed under this agreement; (iii) copy or otherwise reproduce any ESD Product, ESD Product component or any ESD Product Manufacturer-provided materials (including Software, Codes or End User License Agreements) ("*Materials*"); (iv) modify, alter, tamper with or reduce the content of any ESD Product, ESD Product component or Materials in any way; or (v) introduce any computer virus or other illicit code into any ESD Product, ESD Product component, Materials or ESD Product Manufacturer system.
- b. Distribute ESD Products and Codes with any terms other than the terms of the applicable ESD Product Manufacturer End User License Agreement or such other ESD Product Manufacturer written documentation that may be included in any ESD Product and/or ESD Product materials.

- c. Trade ESD Product or Codes with other Resellers.
- d. Sell or distribute any ESD Product or Codes or Materials prior to the “street date” specified by ESD Product Manufacturer or after the end-of-life date identified by MC3 or the ESD Product Manufacturer.
- e. Embed advertising in any ESD Product or Code or in any transaction involving an ESD Product or Code unless expressly approved by the ESD Product Manufacturer.
- f. Sell or distribute any ESD Product or Code more than five (5) days after receiving notice from MC3 or the ESD Product Manufacturer that such ESD Product or Code may become or is the subject of a claim; provided however that Reseller shall cease sales and distribution of such ESD Product or Code as soon as possible after receiving notice.
- g. Subcontract its rights and/or obligations as a Reseller to any third party.
- h. Distribute ESD Products and Codes other than to Customers in the Territory in accordance with the terms of this agreement.
- i. Provide services or goods (including ESD Products or Codes) through auction or barter or operate as a liquidator for third party goods.

7. Termination of Reseller Status:

- a. MC3 may terminate or indefinitely suspend this agreement and all rights granted hereunder at any time and for any reason by written notice to Reseller.
- b. Following the expiration or termination of this agreement or the MC3’s distribution agreement with the ESD Product Manufacturer in respect of ESD Products and Codes, Reseller shall (i) provide full cooperation to MC3 and the ESD Product Manufacturer, (ii) within twenty-four (24) hours of such termination or expiration, shut down any websites and any Customer access to such websites or pages that include any advertising, marketing or branding that include the ESD Product Manufacturer Products, Marketing Materials or Trademarks, and (iii) return to MC3 or ESD Product Manufacturer, at no expense to ESD Product Manufacturer, all Products, Codes (including any ESD Products or Codes returned by Customers), Materials, Marketing Materials and ESD Product Manufacturer confidential information in Reseller’s possession or control in strict accordance with the ESD Product Manufacturer’s instructions, excluding only those Codes necessary for Reseller to maintain for a period of one (1) year following

expiration or termination of this agreement a Digital Locker for Customers who have purchased ESD Products and/or Codes.

8. General:

- a. Compliance with law.** Compliance with Applicable Laws/Anti-Piracy. Reseller shall (i) ensure that the distribution, sale and disposition of ESD Products and Codes comply with all applicable laws, rules and regulations, including but not limited to any applicable Truth in Advertising, privacy requirements, consumer protection, trade, commerce, tax and export laws and regulations; (ii) use its best efforts to prevent unauthorized distribution, duplication or pirating of ESD Products, ESD Product components, Software or Codes; and (iii) not knowingly distribute or aid in the distribution of any counterfeit ESD Products, ESD Product components, Software or Codes.
- b. Cooperation; Compliance with Electronic Software Regulations.** Reseller shall comply with The ESD Product Manufacturer's and MC3's reasonable requests aimed at ensuring compliance with legal requirements applicable to the ESD Products. If the ESD Product Manufacturer is required to report to any governmental agency that regulates electronic distribution of consumer or commercial products, Reseller will fully cooperate and provide assistance as needed.
- c. Records and Audits.** Reseller shall keep and maintain complete and accurate records on its premises of all transactions and other matters governed by this agreement. During the term and for a period of two (2) years following the expiration or termination of this agreement, Reseller agrees that MC3, The ESD Product Manufacturer or their designated representatives, may conduct audits of the applicable books, records, systems and operations of Reseller upon twenty-four (24) hours' notice, as is reasonable to verify MC3's compliance with the terms of its agreement with Reseller's compliance with the terms of this agreement and all terms applicable to The ESD Product Manufacturer Products and Codes and The ESD Product Manufacturer Intellectual Property. Unless otherwise requested by The ESD Product Manufacturer, Reseller will promptly correct any errors and omissions disclosed by such audit.
- d. Product Warranty.** Reseller understands and agrees that the ESD Products and Codes are provided with no warranty from The ESD Product Manufacturer except to Customers as set forth in the applicable End User License Agreement or The ESD Product Manufacturer-provided materials accompanying each ESD Product or Code. Such End User License Agreement or materials containing the warranty shall accompany each ESD Product and Code Reseller sells. The limited warranties contained therein are in lieu of

all other warranties, express or implied, or statutory, including implied warranties of merchantability and fitness for a particular purpose, noninfringement of intellectual property or any other obligations or liabilities on The ESD Product Manufacturer's part, and Reseller shall waive and disclaim any such other warranties. Reseller shall not make (i) any representations, warranties or promises with respect to any ESD Product or Code that are not contained in the End User License Agreement or materials accompanying the ESD Product or Code or (ii) any statement or promise to any Customer that is inconsistent with, or that would modify the terms of, any End User Agreement or any materials accompanying an ESD Product or Code.

- e. Security.** In addition to any other security measures required by MC3, Reseller shall implement and maintain commercially reasonable security procedures and measures in connection with the ecommerce system used in the performance of this agreement (including physical lock/key security, computer and communications network security and data security) designed to prevent disclosure of The ESD Product Manufacturer Intellectual Property and confidential information to any unauthorized persons or any damage to ESD Products, Codes, Materials or Confidential Information. Reseller shall notify MC3 and The ESD Product Manufacturer immediately in writing in the event of any breach or failure to comply with these or any other security or data protection requirements set forth in this agreement or of any breach of its security affecting ESD Products, Codes, Materials or The ESD Product Manufacturer Intellectual Property. Reseller shall fully cooperate with MC3 and The ESD Product Manufacturer with respect to such breach or failure to comply with this section.
- f. Modification.** The ESD Product Manufacturer may require MC3 to modify this agreement from time to time. MC3 shall provide modified Reseller Terms and Conditions to Reseller within five (5) days of MC3's receipt from The ESD Product Manufacturer. Modifications to these Reseller Terms and Conditions shall be deemed effective as against Reseller (i) five (5) days after the Reseller's receipt of such modifications from MC3 if the modifications relate to the storage, handling or distribution of The ESD Product Manufacturer intellectual property or (ii) thirty (30) days after the Reseller's receipt of such modifications from MC3 in all other cases.
- g. Integration Requirements.** Reseller must satisfy any systems integration requirements provided by MC3 or The ESD Product Manufacturer prior to offering ESD Products or Codes for sale to Customers.
- h. Maintaining and Reporting Eligible Status.** From time to time, MC3 or The ESD Product Manufacturer may require Reseller to provide such information as necessary to

demonstrate that Reseller meets all requirements to participate as a Reseller and is in compliance with these Minimum Online Retailer Terms and Conditions. Reseller shall promptly respond to any such request from MC3 or The ESD Product Manufacturer.

- i. **Consent to Jurisdiction.** Reseller consents to jurisdiction and venue in connection with any dispute between The ESD Product Manufacturer and MC3 or The ESD Product Manufacturer and Reseller that involves the rights granted to Reseller hereunder or otherwise relates to this agreement. Reseller waives any defenses to the laying of venue, including, without limitation, any defenses based on lack of personal jurisdiction or forum non conveniens.

- j. **Third Party Beneficiary.** The ESD Product Manufacturer is an intended third party beneficiary of, and authorized to enforce, these Reseller Terms and Conditions.

9. Additional Documentation:

- See Exhibit A - MC3 Return Policy for Microsoft ESD Products.
- See Exhibit B - Additional Terms and Conditions for Windows 10 ESD Products.
- See Exhibit C - Additional Terms and Conditions for Office ESD Products.

This MC3 Reseller Contract Addendum on Electronic Software Distribution (ESD) sales is entered into by the parties, and as of the effective signature date, set forth below.

[Company]	MC3 Florida Corp.
<ENTER NAME> Printed Name	Bernard Pinson Printed Name
<ENTER Title> Printed Title	General Manager Printed Title
<ENTER DATE> Signature Date	<ENTER DATE> Signature Date
Signature	Signature

Exhibit A – MC3 Return Policy for Microsoft ESD Products

Section 1 - Customer Returns

If Reseller accepts an ESD Product return from a Customer, such return will be at Reseller's own expense, unless the Code meets the return eligibility requirement in Section 2 below. As a condition of accepting an ESD Product return from a Customer, Reseller will:

- Inform such Customer in writing that such Customer is no longer entitled to use the Code;
- Request MC3 to promptly remove the Code from the Customer's Digital Locker, as applicable; and
- Destroy any documentation (physical or electronic) where the Code was displayed.

Neither Reseller nor End User will use or distribute any such returned Codes.

Section 2 - Eligibility for Return of Codes to Microsoft

Unless required by applicable law, Microsoft will not accept ESD Products for return except as set forth below:

- Unredeemed Codes are eligible for return and credit provided that the deactivation has been successful as follows:
 - Eligible ESD Products: Office 2013, Office 2016, Office for Mac 2016 and Office 365.
 - ESD Products not listed here, are not eligible for return and credit.
 - Return Process: Products must be returned to MC3 within the ESD Return Period. "ESD Return Period" means the thirty (30) calendar day period that begins on the date on which Reseller purchases ESD Product from MC3 and ends on the day that is thirty (30) calendar days thereafter.
 - Reseller shall require the execution of a "Letter of Destruction" from the applicable Customer stating that Customer has destroyed the ESD Product and/or Code (as the case may be). Reseller shall produce to MC3 upon request proof of an accepted Letter of Destruction for any Customer return.

Section 3 - Compromised Codes

MC3 and Microsoft will have no liability whatsoever to End User or Reseller for any Codes in End User's or Reseller's possession that have been compromised (e.g., due to theft from or hacking of systems or fraud or phishing scams). Upon receipt of a deactivation request from the Reseller, according to the process set forth in Sections 1 and 2 above, MC3 and Microsoft will make commercially reasonable efforts to deactivate and provide return and credit for the following Products:

- Office 2013, Office 2016, Office for Mac 2016 and Office 365.

ESD Products not listed, including Office for Mac 2011, are not eligible for return and credit.

Exhibit B - Additional Terms and Conditions for Windows 10 ESD Products

Resellers of Windows 10 Full Version ESD Product shall comply with the following minimum terms and conditions. To the extent there is a conflict between the Master Agreement, the ESD Program Guide, the Microsoft Operations Resource Guide (ESD) or the Technical Onboarding Kit-ESD, solely with respect to Windows 10 ESD Product, the terms of this Windows 10 ESD Product Exhibit shall apply.

As used herein: **“Windows 10 Full Version ESD Product”** means Windows 10 Home Full Version and Windows 10 Pro Full Version, including the regulatory N versions available in the European Economic Area and the regulatory KN versions available in Korea as applicable. For avoidance of doubt, Windows 10 Full Version ESD Product does not include Windows 10 Pro Pack.

A. Required Minimum Terms and Conditions

Resellers must provide Customers with the following information before such Customers purchase a Windows 10 Full Version ESD Product, which information shall be provided by Microsoft:

- a)** System requirements for Windows 10 Full Version ESD Product;
- b)** Explanation of why and how Customers should back up their PCs prior to installation;
- c)** Clear and conspicuous notice of the availability of back-up media to the Customer;
- d)** Must include messaging on the product description or detail page and other webpages owned or controlled by Reseller, where appropriate, to inform Customers prior to purchase of the following:
 - Windows 10 Home Full Version and Windows 10 Pro Full Version ESD are full version Products. Before installing, see www.windows.com/windows10 specs for important information. Some features such as touch may require a new device and
 - For all products, provide detailed information regarding available upgrade options, whether free or paid, relative to the product.
 - Support contact information for the download process, and
 - Instructions on how to download and install Windows 10 Full Version ESD Product

B. Download Manager

The Microsoft Windows 10 software download site provides a download tool for Customers to download and install Windows 10 software www.windows.com/windows10dl. Customers may use a Download Manager if their browser contains one, but neither MC3 nor Reseller will use a Download Manager on Reseller website for Windows 10 Full Version ESD Product.

C. Print To Receipt:

No Windows 10 ESD Products may be sold via Print to Receipt (PTR).

Exhibit C - Additional Terms and Conditions for Office ESD Products

Resellers of Office ESD Product shall comply with the following minimum terms and conditions. To the extent there is a conflict between the Master Agreement, the ESD Program Guide, the Microsoft Operations Resource Guide (ESD) or the Technical Onboarding Kit-ESD, solely with respect to Office ESD Product, the terms of this Office ESD Exhibit shall apply.

For purposes of this document only, ***“Office ESD Product”*** means any product as set forth in the Price List and designated for “electronic software distribution” or “ESD” (and related materials, if any, provided in computer readable form together for electronic distribution).

A. Required Minimum Terms and Conditions

Resellers must provide Customers with the following information before such Customers purchase an Office ESD Product, which information shall be provided by Microsoft:

- Neither MC3 nor Reseller will create, maintain or provide a separate Download Manager solely with respect to Office 365, Office for Mac, Office 2013 and/or Office 2016 ESD Products; and
- Reseller will make a Digital Locker available to Customer for at least two (2) years after such Customer’s purchase of any Office 365, Office for Mac, Office 2013 and/or Office 2016 ESD Product sold online. Reseller will provide secure authorized and authenticated online access for the Customer to the Digital Locker.
- Reseller sales reports must include the Customer’s country and email address for internal tracking/accounting purposes only.
- Use only Microsoft provided localized Print-To-Receipt (PTR) assets (PTR chit card artwork), produce PTR chit cards to Microsoft specifications, and stock PTR chit cards in approved volumes to drive sales.
- Reseller cashier/sales person must physically attach receipt (containing Office product Code) to PTR chit card and provide both PTR chit card and receipt containing Microsoft Office Product Code to Customer.