

Software Reseller Agreement

This Reseller Agreement is the form executed by resellers established in the United Kingdom, the European Union, the European Economic Area, or Switzerland, contracting with **Stalwart Labs Ltd** (United Kingdom). Resellers established elsewhere should instead execute the Reseller Agreement (World), which is governed by the laws of the State of Wyoming and is contracted with Stalwart Labs LLC.

This Software Reseller Agreement ("Agreement") is made and entered into on this ____ day of _____, 20 ____ (the "Effective Date"), by and between:

Stalwart Labs Ltd, a company incorporated in England and Wales, having its registered office at: 128 City Road, London EC1V 2NX, United Kingdom (hereinafter referred to as "Stalwart"),

and

_____, a company organised under the laws of _____, having its principal place of business at:

_____ (hereinafter referred to as "Reseller").

Stalwart and Reseller may collectively be referred to as the "Parties" and individually as a "Party."

1. DEFINITIONS

1.1. "Products" refers to the Stalwart Mail and Collaboration Server Enterprise Edition software, licensed on a subscription basis, including all updates, modifications, and accompanying documentation released during an active subscription term.

1.2. "End Customer" refers to any third party to whom Reseller sells or provisions a subscription to the Products.

1.3. "Master License Agreement" refers to the Stalwart Enterprise License v2.0 (SELv2) Agreement (Europe) issued by Stalwart Labs Ltd, available at <https://stalw.art/legal/license-europe>, as may be updated from time to time by Stalwart in accordance with its terms. Where Reseller's End Customer is established outside the United Kingdom, the European Union, the European Economic Area, and Switzerland, the applicable Master License Agreement shall be the SELv2 Agreement (World) issued by Stalwart Labs LLC, available at <https://stalw.art/legal/license-world>.

1.4. "Tier-1 Support" means front-line support consisting of answering End Customer questions about software usage, troubleshooting common issues, handling requests not clearly addressed in the documentation, investigating possible bugs, and performing diagnostic analysis before escalation to Stalwart.

1.5. "Tier-2 Support" means engineering-level support consisting of code-level investigation, confirmed bug resolution, patches, and fixes that require intervention by Stalwart's development team.

1.6. "Confidential Information" refers to any non-public information disclosed by either Party to the other in connection with this Agreement, whether in written, oral, electronic, or other form, that is designated as confidential or that a reasonable person would understand to be confidential given the nature of the information and circumstances of disclosure.

1.7. "Stalwart Marks" refers to the Stalwart name, logo, and any associated trademarks, service marks, or trade dress, which are registered in the United Kingdom and the European Union by Stalwart Labs Ltd, and in the United States by Stalwart Labs LLC.

2. APPOINTMENT

2.1. Stalwart hereby appoints Reseller as a non-exclusive reseller of subscriptions to the Products, subject to the terms and conditions of this

Agreement. Reseller accepts such appointment and agrees to use commercially reasonable efforts to promote and sell the Products.

2.2. This Agreement does not grant Reseller any exclusive rights to sell the Products in any territory or market segment. Reseller may sell the Products globally without territorial restriction, but Stalwart reserves the right to sell the Products directly and to appoint additional resellers without limitation.

2.3. Exclusivity for a specific territory or market segment may be considered and mutually agreed upon in a separate written amendment based on Reseller's demonstrated sales performance.

3. PRODUCT LICENCE AND END CUSTOMER TERMS

3.1. The Products are licensed by Stalwart on an annual subscription basis. The current pricing is published at: <https://stalw.art/pricing>. Stalwart reserves the right to update pricing at any time; however, pricing changes will not apply to active subscriptions already purchased by Reseller until their renewal date.

3.2. Reseller shall ensure that each End Customer accepts the Master License Agreement prior to or upon delivery of the Products. Reseller shall not deliver License Keys, grant access to the Products, or provision any End Customer account until the End Customer has agreed to the Master License Agreement. Reseller is responsible for maintaining records evidencing each End Customer's acceptance.

3.3. Reseller shall not modify, amend, or waive any terms of the Master License Agreement on behalf of Stalwart. Any End Customer requesting modifications to the Master License Agreement must be referred to Stalwart for direct negotiation.

3.4. Upon non-renewal or expiration of an End Customer's subscription, all Enterprise features will be disabled and the software will revert to the Community Edition, in accordance with the Master License Agreement.

4. RESELLER DISCOUNTS

4.1. Stalwart shall provide Reseller with the following discount tiers on the published subscription prices, determined by the support model selected for each End Customer engagement:

Standard Reseller Discount (10%): Applies where Reseller sells the Products and Stalwart provides all end-user support (Tier-1 and Tier-2) directly to the End Customer. Under this model, Reseller's role is limited to sales, billing, and account management.

Support Reseller Discount (20%): Applies where Reseller provides Tier-1 Support directly to its End Customers, and Stalwart provides only Tier-2 Support for escalated issues. To qualify for this discount tier, Reseller must demonstrate the capability and resources to deliver Tier-1 Support in a timely and professional manner.

4.2. The applicable discount tier shall be determined on a per-End-Customer basis and may differ across Reseller's customer portfolio. Reseller shall indicate the selected support model when placing each order.

4.3. Reseller is free to set its own retail pricing to End Customers. The discounts set forth in this Section represent the reduction applied to Stalwart's published prices when invoicing Reseller, and do not restrict or dictate Reseller's retail pricing.

5. SUPPORT RESPONSIBILITIES

5.1. Where Reseller provides Tier-1 Support (20% discount model):

(a) Reseller shall serve as the first point of contact for all End Customer support inquiries and shall use commercially reasonable efforts to resolve Tier-1 issues in a timely manner.

(b) Reseller shall only escalate issues to Stalwart after performing reasonable diagnostic analysis and determining that the issue requires Tier-2 Support (code-level investigation, bug confirmation, or patch development).

(c) Escalations to Stalwart shall include a detailed description of the issue, steps taken to diagnose, relevant logs or configuration details, and the End Customer's environment information.

(d) Stalwart shall use commercially reasonable efforts to respond to properly escalated Tier-2 issues within a timeframe consistent with the severity of the issue.

5.2. Where Stalwart provides all support (10% discount model):

(a) Stalwart shall provide Tier-1 and Tier-2 support directly to the End Customer, subject to the support terms set forth in the Master License Agreement (including the 150-Mailbox threshold for priority email support).

(b) Reseller shall facilitate communication between Stalwart and the End Customer as reasonably necessary and shall not interfere with Stalwart's support processes.

5.3. Regardless of the support model, Stalwart retains sole responsibility for the release of software updates, patches, and new versions.

6. ORDERING, PAYMENT, AND INVOICING

6.1. All orders placed by Reseller must be in writing or submitted through a mutually agreed upon ordering system. Each order shall specify the End Customer name, licensed domain, Mailbox count, subscription term, and the applicable support model (10% or 20% discount tier).

6.2. Upon acceptance of an order, Stalwart will issue the appropriate License Keys and provisioning instructions to Reseller for onward delivery to the End Customer, or directly to the End Customer if mutually agreed.

6.3. Reseller is responsible for collecting all payments from End Customers. Reseller shall remit payment to Stalwart, net of the applicable discount, within thirty (30) days of the date of Stalwart's invoice ("Net-30").

6.4. All prices and invoices are denominated in Euros (EUR). Reseller may request to pay in pounds sterling (GBP) or United States Dollars (USD) at the prevailing exchange rate as mutually agreed at the time of invoicing.

6.5. All amounts payable under this Agreement are exclusive of Value Added Tax (VAT) and any other applicable indirect taxes, which shall be added to invoices where required by law and paid by Reseller. Where the reverse-charge mechanism applies under Article 196 of Council Directive 2006/112/EC (or its successor) or under the equivalent provisions of UK VAT law, the invoice shall be issued without VAT and Reseller shall account for VAT in its own jurisdiction.

6.6. Late payments shall, without prejudice to any other right or remedy, accrue interest in accordance with the Late Payment of Commercial Debts (Interest) Act 1998 (or such equivalent statutory regime as applies to Reseller). Reseller shall also be liable for the reasonable costs of recovery in accordance with that Act.

6.7. In the event Reseller fails to collect payment from an End Customer, Reseller remains fully responsible for payment to Stalwart. Non-payment by an End Customer does not relieve Reseller of its payment obligations under this Agreement.

7. INTELLECTUAL PROPERTY AND BRANDING

7.1. All rights, title, and interest in and to the Products, including all intellectual property rights, are and shall remain the exclusive property of Stalwart and its licensors. Nothing in this Agreement grants Reseller any ownership interest in the Products or any associated intellectual property.

7.2. Reseller shall not alter, obscure, or remove any copyright, trademark, or proprietary rights notices incorporated in the Products.

7.3. Stalwart hereby grants Reseller a non-exclusive, non-transferable, revocable licence to use the Stalwart Marks solely in connection with the marketing, promotion, and resale of the Products during the term of this Agreement. The Stalwart Marks are registered trademarks of Stalwart Labs Ltd

in the United Kingdom and the European Union, and of Stalwart Labs LLC in the United States.

7.4. Reseller shall use the Stalwart Marks in accordance with the following guidelines:

(a) The Stalwart Marks shall be displayed accurately and without modification, distortion, or alteration of colour, proportion, or design.

(b) Reseller shall not use the Stalwart Marks in any manner that implies a partnership, joint venture, endorsement, or affiliation beyond the reseller relationship established by this Agreement.

(c) Reseller shall not register or attempt to register any trademark, domain name, or social media account that incorporates the Stalwart Marks or any confusingly similar variation.

(d) Stalwart may provide brand guidelines and assets from time to time. Reseller shall comply with any such guidelines upon receipt.

7.5. Upon termination of this Agreement, Reseller shall immediately cease all use of the Stalwart Marks and remove them from all marketing materials, websites, and other media within thirty (30) days.

8. DATA PROTECTION

8.1. To the extent that either Party processes personal data in connection with this Agreement, such processing shall be conducted in accordance with all applicable data protection laws, including the UK General Data Protection Regulation and the Data Protection Act 2018, the EU General Data Protection Regulation (Regulation (EU) 2016/679), and the Swiss Federal Act on Data Protection where applicable.

8.2. Reseller shall ensure that its End Customers are clearly informed about the data processing practices associated with the Products, including by directing them to Stalwart's Privacy Policy at <https://stalw.art/legal/privacy> and to the applicable Master License Agreement.

8.3. Where required by applicable data protection law, the Parties shall enter into a separate Data Processing Agreement ("DPA") governing any personal data processed in connection with this Agreement. Where the DPA involves transfers of personal data outside the United Kingdom or the European Economic Area, the parties shall incorporate the European Commission's Standard Contractual Clauses (Decision 2021/914) and, where applicable, the UK International Data Transfer Addendum issued by the Information Commissioner's Office, or such other transfer mechanism as is recognised under Chapter V of the UK GDPR or the EU GDPR.

8.4. Each Party shall implement and maintain technical and organisational measures appropriate to the risk pursuant to Article 32 of the UK GDPR and the EU GDPR, and shall notify the other Party of any confirmed personal data breach affecting personal data processed under this Agreement without undue delay and in any event within seventy-two (72) hours of becoming aware of the breach.

9. EXPORT COMPLIANCE AND ANTI-CORRUPTION

9.1. Each Party shall comply with all applicable export control and sanctions laws, including without limitation the UK Export Control Order 2008, the Sanctions and Anti-Money Laundering Act 2018 and regulations made thereunder (as administered by the Office of Financial Sanctions Implementation (OFSI) of HM Treasury and by the Export Control Joint Unit), Regulation (EU) 2021/821 (the EU Dual-Use Regulation), and the corresponding sanctions regimes administered by the European Union and its Member States.

9.2. Reseller represents and warrants that it will not sell, export, re-export, or transfer the Products, directly or indirectly, to (a) any country, region, or territory subject to comprehensive UK or EU sanctions, (b) any person or entity listed on the UK Sanctions List, the EU consolidated list of persons, groups, and entities subject to financial sanctions, or any other applicable restricted-party list of a competent authority in a jurisdiction in which Reseller operates, or (c) any end use prohibited by applicable export control law (including without

limitation any nuclear, chemical, biological, or missile end use), in each case without the required governmental authorisations.

9.3. Reseller shall screen all End Customers against applicable restricted party lists prior to fulfilling orders and shall maintain records of such screening for the longer of (a) the duration of the End Customer's subscription and (b) five (5) years from the date of screening.

9.4. Each Party represents and warrants that it has not and will not, in connection with this Agreement, directly or indirectly offer, pay, promise to pay, or authorise the payment of any money or anything of value to any government official, political party, or candidate for political office for the purpose of influencing any act or decision, or securing any improper advantage. Each Party shall comply with all applicable anti-corruption and anti-bribery laws, including without limitation the UK Bribery Act 2010.

10. LIMITATION OF LIABILITY AND INDEMNIFICATION

10.1. Nothing in this Agreement shall limit or exclude either Party's liability for: (a) death or personal injury caused by its negligence; (b) fraud or fraudulent misrepresentation; or (c) any other liability that cannot be limited or excluded under applicable law.

10.2. Subject to Section 10.1, in no event will either Party be liable to the other for any indirect, incidental, special, consequential, or punitive damages, or any loss of profits, loss of revenue, loss of business, loss of anticipated savings, loss of goodwill, or loss of data, whether incurred directly or indirectly, arising out of or in connection with this Agreement.

10.3. Subject to Section 10.1, Stalwart's total aggregate liability to Reseller under this Agreement shall not exceed the total fees paid by Reseller to Stalwart in the twelve (12) months immediately preceding the event giving rise to the claim.

10.4. Each Party shall indemnify, defend, and hold the other harmless from and against any third-party claims, losses, damages, and expenses (including

reasonable legal fees) arising out of or relating to any breach of this Agreement or violation of applicable laws by the indemnifying Party.

10.5. Stalwart shall indemnify Reseller from and against any third-party claim that the Products, as provided by Stalwart, infringe or misappropriate any patent, copyright, trademark, or trade secret, subject to the conditions and limitations set forth in Section 11 of the Master License Agreement.

11. CONFIDENTIALITY

11.1. Each Party agrees to hold the other Party's Confidential Information in strict confidence and not to disclose such information to any third party, except to employees, contractors, or agents who have a need to know and are bound by confidentiality obligations no less protective than those contained herein.

11.2. Confidential Information does not include information that: (a) is or becomes publicly available through no fault of the receiving party; (b) was rightfully in the receiving party's possession prior to disclosure; (c) is independently developed by the receiving party without use of the disclosing party's Confidential Information; or (d) is rightfully obtained from a third party without restriction on disclosure.

11.3. The obligations of confidentiality set forth in this Section shall survive the termination or expiration of this Agreement for a period of three (3) years.

12. TERM AND TERMINATION

12.1. This Agreement shall commence on the Effective Date and shall continue in effect for an initial term of one (1) year. Thereafter, this Agreement shall automatically renew for successive one-year terms unless terminated by either Party in accordance with this Section.

12.2. Either Party may terminate this Agreement for convenience upon thirty (30) days' prior written notice to the other Party.

12.3. Either Party may terminate this Agreement immediately upon written notice if the other Party commits a material breach that remains uncured after fifteen (15) days' written notice specifying the breach.

12.4. Upon termination of this Agreement:

(a) Reseller shall immediately cease marketing and selling the Products as an authorised reseller.

(b) All existing End Customer subscriptions sold by Reseller prior to termination shall remain in effect for the remainder of their respective subscription terms. Stalwart shall continue to honour such subscriptions and provide support in accordance with the Master License Agreement.

(c) Reseller shall remit payment for all outstanding invoices within thirty (30) days of the termination date.

(d) Each Party shall return or destroy all Confidential Information of the other Party within thirty (30) days, except as required by applicable law.

(e) Reseller shall cease use of the Stalwart Marks as set forth in Section 7.5.

13. GOVERNING LAW AND DISPUTE RESOLUTION

13.1. This Agreement shall be governed by and construed in accordance with the laws of England and Wales, without regard to its conflict of laws principles. The United Nations Convention on Contracts for the International Sale of Goods shall not apply.

13.2. Any dispute, controversy, or claim arising out of or relating to this Agreement, or the breach, termination, or invalidity thereof, shall first be attempted to be resolved through good faith negotiation between the Parties for a period of thirty (30) days following written notice of the dispute.

13.3. If the dispute is not resolved through negotiation within the thirty (30) day period, it shall be referred to and finally resolved by binding arbitration under the Rules of the London Court of International Arbitration ("LCIA"), which Rules

are deemed to be incorporated by reference into this Section. The number of arbitrators shall be one. The seat, or legal place, of arbitration shall be London, England. The language of the arbitral proceedings shall be English.

13.4. The arbitrator's award shall be final and binding and may be entered as a judgment in any court of competent jurisdiction. Each Party shall bear its own costs and legal fees in connection with the arbitration, unless the arbitrator determines otherwise.

13.5. Notwithstanding the foregoing, either Party may seek injunctive or other equitable relief in any court of competent jurisdiction to protect its intellectual property rights or Confidential Information without first submitting to arbitration.

14. GENERAL PROVISIONS

14.1. **Entire Agreement:** This Agreement constitutes the entire understanding between the Parties with respect to the subject matter hereof and supersedes all prior agreements, proposals, negotiations, and communications, whether oral or written.

14.2. **Amendments:** No amendment or modification of this Agreement shall be valid unless in writing and signed by both Parties.

14.3. **Assignment:** Neither Party may assign or transfer its rights or obligations under this Agreement without the prior written consent of the other Party, except to a successor entity in the event of a merger, acquisition, or sale of all or substantially all of its assets.

14.4. **Independent Contractors:** The Parties are independent contractors. Nothing in this Agreement shall be construed to create a partnership, joint venture, employer-employee relationship, or agency relationship between the Parties. Neither Party has the authority to bind the other or to assume or create any obligation on behalf of the other.

14.5. **Notices:** All notices required or permitted under this Agreement shall be in writing and shall be deemed effectively given: (a) upon personal delivery; (b) upon confirmed transmission by email; or (c) one (1) business day after deposit

with an internationally recognised overnight courier service. Notices to Stalwart shall be sent to the address set forth in the preamble of this Agreement and to hello@stalw.art (with a copy to legal@stalw.art for legal-process notices).

Notices to Reseller shall be sent to the address set forth in the preamble of this Agreement.

14.6. Severability: If any provision of this Agreement is held to be unenforceable or invalid, such provision shall be reformed to the minimum extent necessary to make it enforceable, and the remaining provisions shall remain in full force and effect.

14.7. Waiver: The failure of either Party to enforce any right or provision of this Agreement shall not constitute a waiver of such right or provision.

14.8. Force Majeure: Neither Party shall be liable for any delay or failure to perform its obligations under this Agreement (other than payment obligations) due to causes beyond its reasonable control, including but not limited to acts of God, natural disasters, epidemics, war, terrorism, riots, government actions, or failures of third-party infrastructure. The affected Party shall give prompt notice and use commercially reasonable efforts to mitigate the effects.

14.9. Third-party rights: A person who is not a party to this Agreement has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any of its terms.

14.10. Survival: Sections 1 (Definitions), 7 (Intellectual Property and Branding), 10 (Limitation of Liability and Indemnification), 11 (Confidentiality), 13 (Governing Law and Dispute Resolution), and this Section 14 shall survive the termination or expiration of this Agreement.

SIGNATURES

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

Stalwart Labs Ltd

By: _____

Name: _____

Title: _____

Date: _____

_____ *(Reseller)*

By: _____

Name: _____

Title: _____

Date: _____